

**CONSTITUTION  
BYLAWS  
and  
STANDING RULES**  
of the  
**American Postal Workers Union  
Portland Maine Area Local #458**

As amended February 12, 2025



# PREAMBLE

We, the postal workers of America, in order to form a more perfect union, establish this Constitution.

We, who come from the diverse crafts and divisions, believe that in unity there is strength.

We believe that all members of labor have the right to economic, political and social justice.

That all men and women have the inherent right to earn a living and to be justly paid for the services they perform.

That all workers have the right to expect to have decent shelter, food and clothing.

That they have the right to see that their children have the best education. The investment of the workers' lifeblood in giving service gives them that right.

We further believe that all men and women are created equal with the right to determine their own destiny and to participate in the forces and events that affect them.

We believe that all workers have the right, regardless of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion to hold their heads high and to have respect for themselves as individuals.

We believe, therefore, that in the spirit of the Declaration of Independence and the U. S. Constitution, all men and women are free and have the right to come together to promote the common cause of all.

We also believe that all members have certain basic rights within our Union and shall be secure in those rights. In order to give life to the Preamble of this Constitution and to the Constitution itself, the Members' Bill of Rights has been established.

# MEMBERS' BILL OF RIGHTS

1. Every member has the right to be respected as a human being.
2. Every member has the right to be respected as a brother or sister of this Union.
3. Every member has the right to freedom of speech and the right to be heard.
4. Every member has the right to the freedom to listen.
5. Every member has the right to the freedom of the press.
6. Every member has the right to participate in the activities of this Union.
7. Members shall not be denied the right to seek any office or the right to vote in this Union because of race, color, creed, sex, sexual orientation, nationality, handicap, political affiliation, age, or religion.
8. Every member has the right to support the candidate of his/her choice and to participate in that right with others.
9. Every member has the right to a fair trial, to be represented by an individual of his or her choice and to proper appeal procedures.
10. Every member has the right to be secure in his or her basic rights without fear of political, economic, physical, or psychological intimidation

# CONSTITUTION

American Postal Workers Union

Portland Maine Area Local #458

AS AMENDED February 12, 2025

## ARTICLE I

### NAME

The name of this organization shall be the American Postal Workers Union AFL-CIO (APWU) Portland, Maine Area Local #458.

## ARTICLE II

### OBJECTS

The objects of this Local shall be the same as the objectives of the National APWU-AFL/CIO.

## ARTICLE III

### MEMBERSHIP

SECTION 1. Membership shall be of three (3) classes: ACTIVE, HONORARY and RETIRED as follows:

#### A. ACTIVE:

Any non-supervisory employee regardless of level or grade within the jurisdictional claim of the APWU is eligible for Active membership. Those accepted for membership shall pay full per-capita tax plus whatever dues may be required by this Local. No person eligible under the above provisions shall be denied membership because of sex, race, age, creed, color, political affiliation or nationality.

#### B. HONORARY: (Associate)

Any employee who is not eligible for Active membership is eligible for Honorary membership. Any such member shall be subject to the National per-capita tax plus whatever dues may be required by this Local and shall receive the official journal. No Honorary member shall be eligible to hold local office, be seated as a delegate at any convention or have the right to vote.

C. RETIRED:

1. Retired members may retain full membership with all rights of such membership by paying full per-capita tax to the APWU plus full active member Local dues. Payment will be made in advance for the year. A lapse of more than 60 days will cancel a retiree's membership.

2. Retired members may retain partial membership by paying three (3) dollars per year per-capita tax to the National Union. Such retirees shall have neither voice nor vote.

SECTION 2. Application for membership must be made in writing upon the recommendation of a member in good standing. Applications shall be voted on at a regular meeting. Any member present may call for a secret ballot on any application. The adverse vote of the members present shall be sufficient to reject an applicant. The rejected applicant may appeal by letter to the General Recording Secretary of the APWU Portland Maine Area Local. He must be heard at one of the next three regular meetings. After the applicant has been heard by the membership on this appeal, his/her application for membership shall again be voted on at the same meeting in which the appeal is heard. A majority vote of those present and voting shall be sufficient to accept the applicant into membership.

SECTION 3. Any member separated from the Service because of a law violation may be expelled from membership by a majority vote of the membership present at a meeting.

SECTION 4. Members must notify the Recording Secretary of any change in address.

## ARTICLE IV

### OFFICERS

SECTION 1. The officers of this Local shall be of two (2) classes, Elective and Appointive. The Elective officers shall consist of a General President, General Vice President, General Recording Secretary, General Treasurer, Clerk Craft Director, Maintenance Craft Director, Motor Vehicle Craft Directors (MVO and VMF), Associate Office Directors (A&B), Trustees, Legislative Aide, and Human Relations Representative. Each Director shall represent his/her own craft. The Director of each craft shall appoint stewards with the approval of the General President.

SECTION 2. The elective term of all Officers shall be for two (2) years or until the succeeding officers are elected and installed.

SECTION 3. Each officer shall, at the expiration of his/her term, surrender to this Local, through his/her duly qualified successor, all books, papers, monies and other property of this Local that may come into his/her possession or control.

SECTION 4. No candidate may be nominated for or hold office in the Portland Maine Area Local who is in an acting supervisory position. Any elected officer who commences to act in a supervisory position shall relinquish that office immediately.

## ARTICLE V

## GENERAL DUTIES AND SALARIES OF OFFICERS

### SECTION 1. GENERAL PRESIDENT:

It shall be the duty of the President to have charge of the general welfare of the Local and to promote its interest in such ways as seem to him/her advisable, or as he/she may be directed by the Local. He/she shall preside at all meetings of the general assembly and general Executive Board and shall govern by Robert's Rules of Order/Revised in all cases to which they are applicable and which they are not inconsistent with the Constitution and By-laws. He/she shall be a member of all committees except the ballot committee. He/she shall appoint all committees not specifically appointed on motion in the general assembly. He/she shall appoint a Sergeant-at-arms. He/she shall countersign all orders drawn on the Treasury by the Recording Secretary. He/she shall make all necessary or required appointments. He/she may temporarily fill all vacancies from any cause whatsoever, to exclude the office of the General Vice President, which will be filled according to the duties of the Executive Board. He/she shall be responsible for all work of the Union, and all officers of this Local shall work under his/her direction. He/she shall make a monthly report of his/her activities as President. The President by virtue of his/her office shall be a delegate to all conventions with which this Union is affiliated. He/she shall be reimbursed the payment of dues. His/her salary shall be Eight Hundred Dollars (\$800.00) per month, plus necessary expenses. He/she shall be elected by the general membership.

### SECTION 2. GENERAL VICE-PRESIDENT:

It shall be the duty of the Vice-President to work under the direction of the Local President. He/she shall by virtue of office be a delegate to the State and National Conventions of the APWU. He/she shall assume the duties and responsibilities of the Local President in his/her absence. He/she shall be responsible for representing all crafts within the Local. He/she shall be reimbursed the payment of dues. His/her salary shall be Six Hundred Dollars (\$600.00) per month. He/she shall be elected by the general membership.

### SECTION 3. GENERAL RECORDING SECRETARY:

The Recording Secretary shall keep an accurate record of the proceedings of all regular and special meetings. It shall be his/her responsibility to take care of the official correspondence. It shall be his/her duty to draw orders on the treasury for the expenditure of funds. He/she shall be a member of the General Executive Board. He/she shall be reimbursed the payment of dues. His/her salary shall be Three Hundred Sixty Dollars (\$360.00) per month. He/she shall be elected by the general membership.

### SECTION 4. GENERAL TREASURER:

The Treasurer shall have charge of all funds of this Local but shall comply with the directions of the Trustees or the membership as to the deposit of such funds. He/she shall be directed as to the investment of funds by the general membership meeting of the Local. He/she shall honor all orders drawn on him/her by the President and Recording Secretary. All checks of this Local shall be signed and countersigned by a combination of two of the three following officers: President, Secretary, Treasurer. He/she shall be a member of the General Executive Board. He/she shall report at the general membership meeting the financial condition of the Local, stating the amount on deposit and the amount paid out during the past month. He/she shall be reimbursed the payment of dues. He/she shall

be paid a salary of Three Hundred Eighty Dollars (\$380.00) per month. He/she shall be elected by the general membership.

#### SECTION 5. CLERK CRAFT DIRECTOR:

He/she shall by virtue of office be a delegate to the State and National Convention of the APWU, providing funds are available. He/she shall be responsible for the Craft. He/she shall preside over craft meetings and he/she shall be a member of the General Executive Board. He/she shall be a member of the Local Negotiation team and a member of the Labor/Management Committee. He/she shall be reimbursed the payment of dues. His/her salary shall be Four Hundred Fifty Dollars (\$450.00) per month. He/she shall be elected by the Clerk Craft only.

#### SECTION 6. ASSOCIATE OFFICE DIRECTORS (A&B):

There shall be two (2) Associate Office Directors, Associate Office Director (A) and Associate Office Director (B). Their Specific Assignment of duties or shifting of areas of responsibility shall be at the direction of the President. They shall, by virtue of office, be a delegate to the State and National Convention of the APWU, providing funds are available. They shall be a member of the General Executive Board. It shall be part of their duty to encourage and promote the affiliation of Associate Offices with the Portland Maine Area Local. They shall work under the direction of the General President with primary emphasis on matters of the Associate Offices. They shall be reimbursed the payment of dues. Their salary shall each be three hundred dollars (\$300.00) per month. They shall be elected by the Clerk Craft only.

#### SECTION 7. MAINTENANCE CRAFT DIRECTOR:

He/she will by virtue of office be a delegate to the State and National Conventions of the APWU, providing funds are available. He/she shall be responsible for the Craft. He/she shall preside over Craft meetings and he/she shall be a member of the General Executive Board. He/she shall be responsible for processing grievances in the Craft. He/she shall be a member of the Local Negotiation team and a member of the Labor/Management committee. He/she shall be reimbursed the payment of dues. His/her salary shall be Three Hundred Sixty Dollars (\$360.00) per month. He/she shall be elected by the Maintenance Craft only.

#### SECTION 8. MOTOR VEHICLE CRAFT DIRECTOR:

The Motor Vehicle Craft will be represented by 2 Directors, one for the VMF and the Craft employees domiciled there, and one for the Motor Vehicle Operators.

##### MVO Director

He/she will by virtue of office be a delegate to the State and National Conventions of the APWU, providing funds are available. He/she shall be responsible for the Craft. He/she shall be a member of the General Executive Board. He/she shall be responsible for processing grievances in the Craft. He/she shall be a member of the Local Negotiation Team and a member of the Labor/Management Committee. He/she shall be reimbursed the payment of dues. His/her salary shall be Two Hundred Fifty Dollars (\$250.00) per month. He/she shall be elected by the Motor Vehicle Craft, non-VMF only.

## VMF Director

He/she will by virtue of office be a delegate to the State and National Conventions of the APWU, providing funds are available. He/she shall be responsible for the Craft. He/she shall be a member of the General Executive Board. He/she shall be responsible for processing grievances in the Craft. He/she shall be a member of the Local Negotiation Team and a member of the Labor/Management Committee. He/she shall be reimbursed the payment of dues. His/her salary shall be Two Hundred Fifty Dollars (\$250.00) per month. He/she shall be elected by the Motor Vehicle Craft, VMF only.

## SECTION 9. TRUSTEES:

There shall be three (3) Trustees. They shall have general supervision of the property of this Union. They shall submit a yearly inventory of the same. They shall audit the records of this Union by May 1st of each year. They shall be elected by the general membership.

## SECTION 10. HUMAN RELATIONS REPRESENTATIVE:

He/she shall familiarize himself/herself with the rules and procedures governing the Injury Compensation Program. He/she shall attend all classes, seminars and other appropriate training programs, which will assist him/her in the performance of his/her duties. He/she shall assist all members in the area of Injury Compensation. He/she shall be a member of the General Executive Board. He/she shall be reimbursed the payment of dues. His/her salary shall be One Hundred Eighty Dollars (\$180.00) per month. He/she shall be elected by the general membership.

## SECTION 11. LEGISLATIVE AIDE:

It shall be his/her responsibility to maintain close contact with the National Legislative Department of the APWU. He/she shall maintain current and accurate information on Legislative issues of importance to members. He/she shall keep the membership informed on such matters and solicit their involvement when beneficial. He/she shall be a member of the General Executive Board. He/she shall be reimbursed the payment of dues. His/her salary shall be One Hundred Eighty Dollars (\$180.00) per month. He/she shall be elected by the general membership.

## SECTION 12. HEALTH PLAN REPRESENTATIVE:

It shall be his/her responsibility to promote the APWU Health Plan. He/she will attend the annual APWU National Health Plan Conference provided funds are available. He/she will be present at all Health Fairs provided by the Postal Service to promote the APWU Health Plan. He/she will assist members with claims or other problems with their APWU health plan when the need arises. He/she will have his/her dues refunded. He/she will have a salary of One Hundred Twenty Dollars (\$120.00) a month. He/she shall be a member of the Executive Board. He/she will be elected by the general membership.



## ARTICLE VI

### EXECUTIVE BOARD

SECTION 1. The Executive Board shall consist of all Elective Officers of the APWU Portland Maine Area Local.

SECTION 2. The Executive Board shall meet at the call of the General President at any time or at the request of a majority of the Board. At such meetings the good and welfare of the organization and its membership shall be discussed.

SECTION 3. The General President shall preside at the meetings of the Board and the Recording Secretary shall act as secretary for the Board and report the proceedings and findings of the Board at the next general meeting of the Local.

SECTION 4. The Board may act in all matters inviting its immediate attention including the authorization of necessary expenditures over the amount of Five Hundred dollars (\$500.00) with a ceiling of Two Thousand dollars (\$2,000.00).

SECTION 5. The Executive Board shall have the authority to immediately appoint a successor to fill the permanent vacancy of the General Vice President if that position should become vacant before the end of his/her term, until a general membership meeting decides to hold a special election or to accept the appointee of the Board for the remainder of the term.

SECTION 6. Five (5) members shall constitute a quorum at all Executive Board Meetings.

## ARTICLE VII

### REVENUES

SECTION 1. The dues for each Active member shall be Twenty-nine Dollars and Eighty Cents (\$29.80) per pay period effective November 27, 2022, plus any future increases by the National Union. The dues for each Active non-career member shall be Twenty-two Dollars and Ninety-five Cents (\$22.95) per pay period effective November 27, 2022, plus any future increases by the National Union. The dues for each Honorary member shall be Eleven Dollars and Eleven Cents (\$11.11) per pay period effective November 25, 2017, plus any future increases by the National Union. The dues for each Retired member shall be in accordance with Article III, Section 1.

SECTION 2. A member's good standing status shall not be affected by reason of the fact that his/her paycheck for the payroll period in which his/her dues deductions are made is insufficient to permit such dues deductions, by reason of illness, injury, pregnancy leave, lay-off or disciplinary suspension. The Local shall not charge the member for dues during the period but shall continue to keep that employee as a member in good standing.

SECTION 3. All revenues returned to the Local from the Parent organization as part of premiums paid on the Hospital Plan shall revert to the Treasury of the Local to be used for the benefit of Hospital Plan members.

## ARTICLE VIII

### MEETINGS

SECTION 1. The regular meetings of this Local will be held in January, March, May, September, and November with additional meetings to be scheduled as needed.

SECTION 2. The regular meetings shall be the second Thursday of the month except for the month of November when it will be held on the third Thursday. The meetings will be held at 4:00pm unless decided otherwise by a majority vote at a previous membership meeting.

SECTION 3. Only Active members in good standing or National Officers shall be allowed to attend meetings of this Local, except that after a meeting is called to order others may be admitted by a majority vote and shall be asked to leave at the request of any member with a majority vote of those present.

SECTION 4. Special meetings may be called by the President at his discretion or upon request to the President by a majority of the Executive Board or by petition of twenty-five (25) members in good standing in the APWU Portland Maine Area Local. The members so requesting a "Special meeting" are obligated to attend unless a valid reason is given from the originator of the petition. Written notices of all "Special meetings" must be posted in the Main Office and all Stations three (3) days or more before the opening of the meeting. Only such business as the "Special meeting" is called to consider shall be transacted.

SECTION 5. All meetings shall start promptly at the scheduled time and be limited to two and one-half (2 ½) hours and may be extended by a 2/3 vote of members present. Fifteen members shall constitute a quorum for a regular meeting.

SECTION 6. No member shall, without authority, divulge to non-members or Honorary members any of the proceedings of this Local.

## ARTICLE IX

### ELECTIONS

SECTION 1. ELIGIBILITY:

Any member in good standing shall be eligible to be a candidate for elective office or a Convention delegate.

SECTION 2. NOTIFICATIONS:

On or before the first day of February the Recording Secretary shall post notices in every unit of the Portland Post Office and send notice to every affiliated office concerning elections to be held for the ensuing term. These notices shall contain the titles of the offices and the various conventions for which elections will be held that year. The number of delegates to the State and National Conventions, provided funds are available, shall be decided the night of nominations.

### SECTION 3. NOMINATIONS:

An eligible member who desires to be a candidate for Office or Convention delegate may submit a letter to the Recording Secretary stating the Office he/she wishes to seek or the Convention he/she wishes to attend. Nominations will be made from the floor at the February general meeting, at which time nominations shall be closed. Offices will be listed in the same order as they appear in Article V of this Constitution. Names of individuals will be listed alphabetically.

### SECTION 4. ELECTION COMMITTEE:

The General President shall name the election committee at the February general membership meeting.

### SECTION 5. MAILING OF BALLOTS:

A. The Election Committee shall be responsible for the mailing of ballots. The ballots shall be mailed at least fifteen (15) days prior to the date of the general meeting the election will be held. Ballots will be mailed to the last known address of all Active members of the Local. To be eligible to receive a ballot you must be a member by the date of the February meeting in the year of election. A special post office box shall be retained for receipt of ballots.

B. The ballots will be mailed as follows:

1. One business reply envelope addressed to the Election Committee at a designated post office box.
2. One plain envelope clearly marked "Ballot Only".
3. Necessary Ballot according to Craft involved.
4. Instructions for marking ballots.
5. Notice of date and time ballots must be returned by.
6. There shall be two (2) separate ballots mailed to each voting member.

One (1) general ballot, marked "General Ballot", of candidates for General Offices to be sent to all eligible voters, and one (1) Craft ballot marked "(Name of Craft) Craft Ballot" of candidates for Craft Offices of that particular Craft and sent only to members of that particular Craft.

### SECTION 6. MARKING OF BALLOTS:

The members shall indicate their preference of candidates by placing a clearly identifiable mark in the space provided on the ballot. The ballot shall then be placed in the unmarked envelope printed "Ballots

Only”, sealed, and placed in the business reply envelope. The voter’s name and return address will be placed in the upper left-hand corner of the business reply envelope. Upon receipt of the ballots at the post office box they will be placed in safe keeping until the day of the general membership meeting in March. The Election Committee will call for the ballots at noon of this day.

#### SECTION 7. SECRECY OF BALLOTS:

The Election Committee must assure the secrecy of ballots in the following manner: They will first check the return names on the outside mailing envelope against the membership list. After checking the return names, they will proceed to remove from the qualified envelopes the unmarked inside envelope printed “Ballots Only” and drop them into a container. After this function has been completed the Election Committee will stir the envelopes printed “Ballots Only” to assure they are thoroughly mixed. They will then proceed to remove the ballots from the envelopes, dispose of the envelopes, and count the ballots.

#### SECTION 8. NOMINEES ELECTED:

Nominees will be declared elected when they receive more votes than any other candidate for that office. Ties will be broken by a method agreeable to those people involved.

#### SECTION 9. DELEGATES TO CONVENTIONS:

Delegates to Conventions will be decided by the number of votes they receive in descending order. The number of delegates to the Conventions will be declared elected in order of votes received and those not in the number selected by motion at the February meeting will be declared alternates in the order of votes received.

#### SECTION 10. SPOILED BALLOTS:

Spoiled ballots will be ballots which bear more than allowable marks by instruction. Illegal markings on the face of ballots such as witty remarks, etc. will result in those ballots being declared spoiled.

#### SECTION 11. TERM OF OFFICE:

The term of office shall be for two (2) year periods and shall commence on the 1st day of April following the election. The election of officers shall be held in even numbered years.

#### SECTION 12. BALLOTS:

All ballots will be saved for a period of one (1) year according to the law

#### SECTION 13. VOTING:

No member shall vote by proxy.

ARTICLE X  
GRIEVANCES

Grievance procedures shall be utilized in accordance with the National Agreement between the U.S. Postal Service and the American Postal Workers Union, AFL-CIO.

ARTICLE XI  
AMENDMENTS

The Constitution and By-Laws shall be amended or changed only by a two-thirds (2/3) majority of all members present at a regular meeting. Notice of such proposed amendments or repeal shall be given in writing and read at the previous meeting and posted publicly immediately with the notice of the next meeting when they will be voted on. The property of this Local will include a substantial record book in which the Constitution will be written, leaving every other page blank, and whenever an amendment is passed it will be immediately entered by the Recording Secretary on the page opposite to the Article amended, with a reference in red ink to the date and page of the minutes where it is recorded. By-Laws and amendments will be recorded in the same book.

ARTICLE XII  
DISBURSEMENTS

Any expenditure in excess of Fifty dollars (\$50.00) for use in sponsoring of events or charitable contributions must be posted on the Union bulletin board for a period of at least twenty-five (25) days before being voted on at a general membership meeting.

ARTICLE XIII  
ACCIDENT BENEFIT ASSOCIATION

All members in good standing shall be eligible for membership in the APWU/Accident Benefit Association, the terms and conditions of such membership to be governed by the Constitution of that Association.

ARTICLE XIV  
COMPENSATION

SECTION 1. Pay and legitimate expenses shall be paid to officers and/or members absent from their normal tours of duty in pursuit of Local Union Business. Additional pay may be authorized when deemed appropriate. Premium pay will not be compensable for absences of eight (8) hours or more.

SECTION 2. Whenever it becomes necessary for Craft Directors to take time off from their scheduled tour to attend Labor/Management meetings, they shall be authorized pay at their post office hourly rate.

SECTION 3. Stewards will be eligible for full dues rebate after serving as steward for six months. The rebate will be for dues paid for the previous quarter and will be due quarterly in the months of January, April, July, and October. The rebate will continue for the duration of the steward appointment. The initial rebate will be retroactive to January of 1999, which covers the quarter of October, November, and December of 1998.

## ARTICLE XV

### LOCAL AND MEMBERSHIP PROTECTION

All charges of misconduct against an officer or member of this Local shall be processed in accordance with Article XV of the American Postal Workers Union, AFL-CIO, National Constitution and Bylaws.

## ARTICLE XVI

### INSPECTION OF RECORDS

All records of this Local shall be subject to inspection at any time, either by a committee appointed by the General President or by the Executive Board or by a committee elected by the members at a regular or Special meeting.

## ARTICLE XVII

### PROHIBITIONS

No criticism, reflection, argument or debate, touching on any member's creed, color, nationality, sex, religion, political affiliation or mental or physical handicap shall be allowed at any meeting of this Local.

## ARTICLE XVIII

### NATIONAL PER CAPITA ASSESSMENT

The Local will pay the national per capita assessment for one Auxiliary member for each member of the local. The current assessment per member is \$5.00/year.

# BY-LAWS

## SECTION 1.

Members must notify the Recording Secretary of any change of address.

## SECTION 2.

Any member desiring to speak on a subject under consideration must arise and address the Chairman, and such member shall not proceed until recognized by the Chair.

## SECTION 3.

No member shall speak twice on the same question before the meeting if another member wishes to be heard.

## SECTION 4.

All motions must be stated by the Chairman before they can be debated.

## SECTION 5.

Any member of this Local who furthers the interests of any other organization to the detriment of this Union shall have charges filed against him and if convicted shall be expelled from this Union. A two-thirds (2/3) vote will be required to expel a member under this section

## SECTION 6. ORDER OF BUSINESS:

- A. Roll call of Officers.
- B. Reading of minutes of previous meeting.
- C. Reading of bills.
- D. Application for membership.
- E. Officers' Reports.
- F. Committee Reports.
- G. Unfinished Business.
- H. New Business.
- I. Good of the Organization.
- J. Adjournment.

## SECTION 7.

Robert's Rules of Order shall be the authority on all questions not covered by the Constitution and By-Laws

# STANDING RULES

## 1. THE ARTHUR J. MCBRIDE MEMORIAL / LAWRENCE A. ROUKEY MEMORIAL

SCHOLARSHIP: (See attached Scholarship documents (3 pages)) *Addressed (established, reestablished and or amended) at the following meetings: 04/13/1995, 01/15/1998, 05/13/2004, 11/18/2004, 04/13/2006, 2/11/2010, 11/16/2023*

◇ That the Local continue with the scholarship established in memory of Arthur J. McBride. The Arthur J. McBride Memorial Scholarship is set at \$4000.00 for a 4-year program, paid at \$1000.00 per year upon successful continuation of acceptable grades. The guidelines for awarding the scholarship are attached to the Standing Resolutions of the Portland Maine Area Local 458 and will provide that in any year that a grandchild of Arthur J. McBride is eligible and qualified, the scholarship will be awarded to him/her non-competitively and if feasible, a second scholarship that year will be available. Any member who has been in a volunteer management position in the past year shall exclude their applicant from receiving the McBride Scholarship.

◇ That the Arthur J. McBride Memorial Scholarship be renamed the Arthur J. McBride / Lawrence A. Roukey Memorial Scholarship. The rules for this scholarship will be the same as for the original Arthur J. McBride Memorial Scholarship with the exception of substituting “child” in place of “grandchild” for the Roukey scholarship and changes necessary to appropriately identify the scholarship as in memory of both Arthur J. McBride and Lawrence A. Roukey.

◇ Only one Arthur J. McBride / Lawrence A. Roukey Memorial Scholarship will be awarded per year

## 2. CAMP SUNSHINE ANNUAL DONATION: *Addressed (established, reestablished and or amended) at the following meetings: 01/15/1998, 05/13/2004, 04/13/2006.*

That the Local donate \$1000 annually to Camp Sunshine in the name of the Portland Maine Area Local or in the memory of any member or relative of a member. This designation is to be determined by vote at the January monthly meeting. Approval for this donation will be made by vote at the January General Membership Meeting to determine whether or not sufficient funds are available

## 3. RETIREE GIFTS / REIMBURSEMENT FOR: *Addressed (established, reestablished and or amended) at the following meetings: 03/10/2005, 04/13/2006, 5/10/2012.*

That the Local provide a gift(s) and or reimbursement for gift(s) for retiring members of the Portland Maine Area Local 458, subject to the following conditions:

◇ The total gift amount will not exceed \$100.00 for 5 to 19 years of continuous membership in this Local, or \$200.00 for 20 years or more of continuous membership in this Local.



- ◇ The membership participation is for the consecutive years of membership in this Local immediately preceding the date of their retirement.
- ◇ The gift must clearly indicate and/or it must clearly be stated that it is a gift from the Portland Maine Area Local 458 of the APWU.
- ◇ It is the retiree's responsibility to notify the union that he/she qualifies, and the notification must be made within ninety days of retirement date. (added 5/10/12 GMM)
- ◇ That the retiree agrees and signs a pre-retirement form that allows the member to be a Retired Member of the APWU. This would consist of \$3.00 per month dues taken out of the retiree's check or \$36.00 per year. The sponsor would be responsible for presenting the application and suggesting they consider membership.

**4. REIMBURSEMENT FOR LOST ANNUAL & OR SICK LEAVE:** *Addressed (established, reestablished and or amended) at the following meetings: 05/13/2004, 04/13/2006*

That the Local reimburse any member their allotted annual leave and sick leave lost as a result of each 80 hours of LWOP taken for Union activities.

**5. REIMBURSEMENT OF LOST LEAVE DUE TO ATTENDANCE AT GENERAL MEMBERSHIP MEETING FOR LOTTERY PICKS:** *Addressed (established, reestablished and or amended) at the following meetings: 05/13/2004, 11/17/05, 04/13/2006,*

That the Local reimburse 3 members LWOP taken for the purpose of attending the General Membership Meeting. Members will be chosen by lottery and must attend the meeting for reimbursement.

- 1) A member cannot be picked in consecutive months unless no other members are available for selection.
- 2) The lottery shall be done on the tour that the meeting will be held on.
- 3) The lottery shall be held in the union office no later than one week prior to the meeting date
- 4) The time of the lottery shall be posted on the meeting notice
- 5) Members must submit their names to the appropriate official (i.e. steward or officer) for each drawing.
- 6) There must be two union officials present for the drawing.
- 7) There will be three winners and three alternates.
- 8) The names of all members entered and the winners (and alternates) must be posted in the union office immediately after the drawing until the meeting takes place.
- 9) The list of members entered and winners (and alternates) will be placed in the minute's book for future reference.

6. TRACKING 3189'S (COS REQUESTS): Addressed (established, reestablished and or amended) at the following meetings: 05/13/2004, 04/13/2006

That the Local continue to track all PS Form 3189s (request for temporary schedule change for personal convenience).

7. PTF REIMBURSEMENT FOR LOST ANNUAL & OR SICK LEAVE: Addressed (established, reestablished and or amended) at the following meetings: 05/13/2004, 04/13/2006

That the Union reimburse PTF's for any lost hours of A/L and or S/L leave for attending Union functions.

8. MINUTES DRAFTS: Addressed (established, reestablished and or amended) at the following meetings: 02/17/2005, 04/13/2006

Forty (40) copies of the draft of the minutes will be available for the members at the meetings.

9. SOUTHERN MAINE LABOR COUNCIL MEMBERSHIP: Addressed (established, reestablished and or amended) at the following meetings: 11/16/2006

The Local will pay the amount of dues money necessary to maintain full membership in the Southern Maine Labor Council.

10. MAINE STATE AFL-CIO MEMBERSHIP: Addressed (established, reestablished and or amended) at the following meetings: 06/14/2007

The Local will pay the amount of dues money necessary to maintain full membership in the Maine State AFL-CIO.

11. MAINE FAIR TRADE CAMPAIGN COALITION MEMBERSHIP: Addressed (established, reestablished and or amended) at the following meetings: 01/14/2010

The Local become a dues paying Coalition Member of the Maine Fair Trade Campaign (MFTC) at a cost of \$250.00/year, to be paid each January, and the Local affirms support for the MFTC Mission Statement and Statement of Principles, which can be found at [www.maineairtrade.org](http://www.maineairtrade.org).

12. CONVENTION FUND ACCOUNT: Addressed (established, reestablished and or amended) at the following meetings: 02/11/2010

One Thousand Dollars (\$1,000.00) will be allocated each month, starting in September 2010, to the Convention Fund account.

**13. HEALTH PLAN ACCOMODATION FOR TRANSFER FROM ANOTHER CRAFT:** *Addressed (established) at the following meetings: 02/10/2022*

Any transfer into the Local from another craft, if that employee is unable to join the APWU for Health Plan reasons (tied to the NALC or NPMHU Health Plans), the Local will reimburse dues paid by that member through December 31<sup>st</sup> of the year that they join the Local. This allows the employee to change Health Plans and then be removed from their perspective union.