

**Bylaws
of
Mail Handlers Local Union No. 323**



**As Amended by the Local Union
Council on August 15, 2019**

PREAMBLE

We, Mail Handlers Local Union No. 323 affiliated with the National Postal Mail Handlers Union, establish these bylaws in order to form a more perfect Local Union.

We believe that the Mail Handler bargaining unit members represented by this Local Union, regardless of race, color, creed, nationality, religion, age, sex, sexual orientation, or physical or mental handicap, are entitled to equal opportunity, treatment, and representation.

We believe that all members of this Local Union have the fundamental right to expect an open and candid exchange of information from their representatives and elected officials.

Therefore, in order to facilitate these objectives, we set forth these Bylaws in accordance with the Constitution of the National Postal Mail Handlers Union, the Uniform Local Union Constitution and the applicable laws and regulations.

ARTICLE 1 NAME

Section 1.1 Name

The name of this Local Union shall be known as Mail Handlers Union Local #323, affiliated with the National Postal Mail Handlers Union, a Division of Laborers International Union of North America, AFL-CIO.

ARTICLE 2 HEADQUARTERS

Section 2.1 General Offices

The General Offices of this Local Union shall be in the city of St. Paul, in the State of Minnesota.

ARTICLE 3 DUTIES OF OFFICERS

Section 3.1 Duties

The duties of the officers in this Local Union shall comply with those set forth in the Uniform Local Union Constitution.

Section 3.2 Logbook

A record of all annual and sick leave used by full time officers shall be reported at each Executive Board and Council meeting of this Local Union.

ARTICLE 4 DUTIES OF EXECUTIVE BOARD

Section 4.1 Duties

The duties of the Executive Board shall comply with the provisions of the Uniform Local Constitution.

ARTICLE 5 DUTIES OF UNION COUNCIL

Section 5.1 Duties

The duties of the Union Council shall comply with the provisions of the Uniform Local Constitution.

Section 5.2 Part-time to Full-time officers

The council of this Local Union reserves the right to change from part-time to full-time any officer subject to the needs of this Local Union. Salaries and benefits will be commensurate with the officer's full-time position and duties in the Union.

ARTICLE 6 SALARY AND BENEFITS – LOCAL PRESIDENT

Section 6.1 Salary

- A.** The annual salary of the Local 323 President shall be that of a Level 5 Step O Mail Handler, plus thirteen thousand dollars (\$13,000.00) provided he/she is a full-time President.
- B.** The Level 5 Step O Mail Handler rate of Article 6.1.A will be adjusted with any contractual or COLA increase received by Mail Handlers as per the National Agreement.
- C.** All bonuses and lump sum payments will be at the Level 5 Step O Mail Handler rate as per the National Agreement.
- D.** The yearly salary of the Local President shall be disbursed in twenty-six (26) applicable payments that shall correspond with USPS pay days.

Section 6.2 Benefits

- A.** Local 323 shall pay the Local President's total cost of all USPS related Health and Life Insurance to include the employee's portion. Local 323 shall pay the total cost of his/her USPS retirement contributions for either CSRS or FERS but not to include TSP.
- B.** Local 323, as employer, will pay into LIUNA Pension Fund as required by the LIUNA Local Union and District Council Pension fund Agreement.
- C.** The Local President shall be entitled to utilize annual and sick leave each year in amounts commensurate with his/her years of service with the USPS.
- D.** The Local President shall not be compensated for unused annual or sick leave.

ARTICLE 7 SALARIES, WAGES, AND BENEFITS OF PART-TIME OFFICERS

Section 7.1 Salaries

- A.** **The Members of the Local Executive Board shall receive a monthly salary of \$275.00.**
- B.** **The Branch Presidents of this Local shall receive a monthly salary of \$275.00.**
- C.** **Any Officer who is a Branch President as well as a Member of the Local Executive Board shall receive both salaries.**

Section 7.2 Benefits

- A.** All part-time Officers of this Local shall be reimbursed once each year for any loss of annual leave or sick leave due to authorized Union business. This is subject to proof of loss and approval of the President of this Local. Reimbursement will be at his/her current USPS salary rate.
- B.** All part-time Officers of this Local shall not be reimbursed for any Post Office retirement pay loss due to the performance of his/her Official and authorized duties.

- C. All part-time Officers will be paid, in addition to his/her regular monthly salary, his/her USPS hourly rate of pay for any off-clock time due to authorized Union business. Such off-clock time is subject to the authorization of the Local President.
- D. **Part-time Officers employed in facilities outside the Minneapolis/St. Paul metropolitan area shall be eligible to receive up to twelve (12) hours of compensation for time spent attending meetings of the Local Executive Board or Local Union Council. Such compensation will be paid at the straight time hourly rate.**

ARTICLE 8 BENEFITS - STEWARDS

Section 8.1 Payment schedule

Effective 2019 the payment schedule for Local 323 Stewards is as follows:

Chief Steward	\$700.00
Steward	\$625.00
Alternate Steward	\$150.00

Stewards with less than a full calendar year of service shall have their payment pro-rated. A former Steward with less than a full calendar year of service, who remains a regular member or who retired as a regular member, shall also receive a pro-rated payment.

Section 8.2 Disbursement

Payments will be disbursed no later than December 15th.

ARTICLE 9 SALARIES, WAGES, AND BENEFITS - TECHNICAL ADMINISTRATIVE AND CLERICAL EMPLOYEE

Section 9.1 Reimbursement

When a member of this Local is required to perform official duties, such as but not limited to committee time or election officials, she/he shall be reimbursed by this Local at his/her USPS hourly rate of pay for the authorized time spent performing those official duties, including reimbursement of any lost leave subject to President approval.

ARTICLE 10 SUCCESSION OF OFFICERS

Section 10.1 Resignation

If for any reason an Officer of this Local Union resigns from his/her position and the length of term remaining is more than one (1) year, an Executive Board meeting will be convened within 21 days to fill that position by majority vote. For length of term of less than one (1) year a phone poll may be conducted. A vacancy filled in this manner shall be for the remainder of the term.

Section 10.2 Leave of Absence

If for any reason an Officer of this Local is prohibited from or cannot perform the duties of his/her office and the length of term remaining is more than one (1) year an Executive Board meeting will be convened within 21 days to fill the position by majority vote. For length of term of less than one (1) year a phone poll may be conducted. A vacancy filled in this manner shall be until the absent officer can resume his/her duties or until the expiration of the term of office.

ARTICLE 11 BRANCH OFFICES

Section 11.1 Office Supplies

This Local will supply Branches on an as needed basis, whatever equipment and office supplies necessary to promote a business-like operation for Union related matters.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Donation to Functions

Branches of less than 100 Mail Handlers may request up to \$20.00 per member for the purpose of holding a Mail Handler function (picnic, social event etc.) each calendar year. Each request shall be evaluated by the Local President and funds may be authorized based upon the nature of the event and the anticipated number of members who will attend. Such authorization and all expenses incurred thereby shall be fully reviewable by the Local Executive Board. No funds acquired under this provision shall be utilized for the purchase of alcoholic beverages.

Section 12.2 Death Benefits

Upon notice of death of any **Regular Member** of this Local **Union**, **their** spouse, child, parent, **or sibling**, the Local **Union** will provide a floral arrangement or donation. The cost of **floral** arrangements or donations shall **be in an amount which will be determined from time to time by the Local Executive Board**. A more costly arrangement or donation shall be considered by the President of this Local under special circumstances.

Section 12.3 Signing up New Members

\$25.00 shall be paid to any **Regular Member** who signs up a new **Member** to this Local **Union** using form 1187. **This is not applicable to new Members signed up during orientation.**

Section 12.4 Meetings

The cost of food and non-alcoholic refreshments served at quarterly Union meetings, Steward, branch, or general, of this Local shall be paid for by this Local. The ranking officer in attendance at the meeting must be responsible for keeping the cost at a minimal level.

Section 12.5 Off Day Travel for Union Related Business

- A.** Since the President of this Local is a full-time salaried position, she/he and any other full-time officer shall not be eligible for additional pay from the Local Union due to off-day travel.
- B.** Any Officer, Steward, or member required to travel on Local Union business on his/her scheduled day off, shall receive up to eight (8) hours pay at his/her hourly rate of pay for the day (s) involved.

Section 12.6 Education

- A.** Any Officer, Steward, or member who takes a course through the Union Leadership Academy of the University of Minnesota (or comparable labor education service), shall have their tuition reimbursed (not to exceed \$100.00) to them upon successful completion of the course(s).
- B.** The first opportunity for these scholarships shall be given to Officers and Stewards.
- C.** Any course in excess of One hundred (\$100.00) dollars shall be approved in advance by the President of this Local.

Section 12.7 Nomination Meeting

A special meeting, to be known as the "Nomination Meeting," shall be held during the month of May every third year beginning with 1984, at which nominations shall be made for all of the Officers and positions to be filled by election.

Section 12.8 Handbooks

- A.** All current regular members will receive copies of the following handbooks:
 - 1.** The current National Agreement
 - 2.** The Local Memorandum of Understanding (for their installation)
 - 3.** The National and Local Constitutions
 - 4.** The Bylaws of Local #323

- B.** The first copy of these Handbooks will be furnished to the member at no cost. Any additional copies will be furnished for a small fee.

Section 12.9 Treasurer's Report

All members of the Executive Board and Council will receive a complete copy of the Treasurer's Report for review. The Treasurer will also provide copies at the General Membership Meetings for review by the members.

Section 12.10 Retirement

A regular member retiring with 5 years of continuous membership immediately preceding retirement shall receive a check in the amount of \$100.00 from the Local Union.

Section 12.11 Mileage

Officers or any person working for the Local Union shall be reimbursed for the use of his/her automobile when he/she is on official Union business as authorized by the Local President at a rate to be determined from time to time by the Local Executive Board.

Section 12.12 Parking

This Local shall reimburse all representatives for all parking fees providing they are incurred during the performance of his/her official duties as authorized by the President of this Local.

Section 12.13 Credit Cards

The President and the Treasurer of Local 323 shall be authorized to secure a credit card(s) which are to be used exclusively for Union expenses by Local Officers. No charges will be allowed for personal expenses. The Executive Board will be furnished all copies of the credit card statements on a quarterly basis for review.

Section 12.14 Review of Records

Any member may review any financial record of this Local Union. This shall be done by contacting the Local Treasurer. The review will occur as soon as practicable, during business hours.