

By-Laws
Preamble

The establishment of this Branch is an expression of the hopes and aspirations of the working people of the United States Postal Service of the Counties of Middlesex, Essex, and others in the State of Massachusetts.

We seek the fulfillment of these hopes and aspirations through democratic processes within the framework of our Constitutional Government and consistent with our institutions and traditions.

We pledge ourselves to the more effective organization of our fellow postal workers: to secure for them full recognition and enjoyment of the rights to which they are justly entitled, to the achievement of ever higher standards of living and working conditions; and to the continual improvement of our way of life and the fundamental freedoms which are the basis of our democratic society.

We shall resolutely combat those forces which seek to undermine our democratic institutions and which seek to enslave the human soul.

With the hope of Divine guidance, grateful for the fine traditions of our past, confidently meeting the challenge of the future, we proclaim the Constitution and By-laws, which enhances that of our parent body, the National Association of Letter Carriers.

**Article I
Name and Object**

Section 1. This Branch shall be known as the Massachusetts Northeast Merged Branch 25 of the National Association of Letter Carriers, hereafter referred to as ‘the Branch’, or ‘Branch 25’.

Section 2. The object of this Branch shall be to unite all letter carriers of Massachusetts into one harmonious body for their mutual benefit and to assist the National Association of Letter Carriers in its efforts to improve our working conditions, salary, and other benefits of the entire membership.

**Article II
Affiliations**

Section 1. The Branch shall be affiliated with the Massachusetts State Letter Carriers Association and the AFL-CIO.

**Article III
Membership**

Section 1. Any letter carrier or other postal employee (non-supervisory) in the stated area shall be eligible for regular membership.

Section 2. Applications for membership shall be made in writing, to the Shop Steward or the Branch Secretary. A signed 1187 will be considered as made in writing.

**Article IV
Meetings**

Section 1. The Branch shall hold at least ten (10) meetings each year.

Section 2. Regular monthly meetings will be held on the 2nd Tuesday of each month, weather permitting. Meetings shall start promptly at 8:00P.M. The membership shall be advised as to the location of each meeting in sufficient time to permit their attendance.

Section 3. Special meetings may be called by the President, upon written request of at least thirty-five (35) members in good standing, or by vote of the Branch. The membership shall be notified of the subject matter of the special meeting in sufficient time to permit their attendance.

Section 4. A Quorum shall consist of twenty-five (25) members.

Section 5. Executive Council meetings shall be held at least 8 times per year, as scheduled by the President.

Section 6. With the exception of elections, notice of meetings will be posted in the monthly branch newsletter.

Article V Officers and Duties

Section 1. The officers of this Branch shall be as follows: President, Executive Vice-President, Vice-President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, Sergeant-At-Arms, Health Benefits Representative, Assistant Health Benefits Representative, Board of Trustees, Mutual Benefit Association/National Sick Benefit Association (MBA/NSBA) Representative, Assistant MBA/NSBA Representative, Safety Director, Assistant Safety Director, Wake-Up Publisher, and Assistant Wake-Up Publisher and Director of Retired Members.

Section 2. In addition to the duties of the officers as set forth in the National Association of Letter Carriers Constitution, the officers of the Massachusetts Northeast Merged Branch 25 shall attend all Executive Council meetings, all regular monthly, and/or special meetings, unless excused, and shall perform the following respective duties.

President

The position of President shall be a full-time position. The President will be Chief Steward and shall be the responsible executive and administrative head of the Branch, Editor-in-Chief of the Wakeup, and shall be a member ex-officio of all committees. He/she shall examine all contracts to which Branch 25 is a party. No obligation shall be incurred, nor a contract made, unless countersigned by the President. He/ she shall have the authority to appoint members to fill unexpired vacant terms of office for Branch officers. He/she shall have the authority to appoint all committees and name their Chairperson. He/she shall automatically be a delegate to all National and State Conventions or to any meeting called by the National Association of Letter Carriers, Committee of President's (C.O.P.) meetings, or affiliates. The President shall receive a salary of \$84,403.00 as of 2-7-2020, the date of the by-law approval by the Committee of Laws. This salary will constitute the base salary for the President. Any subsequent contractual increases and Cost of Living Adjustments (COLA) will be added to the base salary. At the end of each contract, all contractual and COLA increase will be rolled into the base salary to become the new base salary.

Branch 25 will incur the obligation of employee and employer CSRS contributions, up to 5% matching contributions for FERS employees, the U.S. Postal Service's share of the Federal Employees Government Life Insurance, and the U.S. Postal Service's share of the Health Benefit Premiums not to exceed the premium charged by the NALC Health Benefit Plan.

As for leave, the position would be granted the same amount of sick and annual leave per year as the person holding the position would earn at the Postal Service, with the requirement that he/she must take 15 days of vacation each year. If the duties of the President require him/her to work on a Saturday or Sunday, or after normal business hours, then he/she shall be granted compensatory time for said hours. No more than thirty-two (32) hours of compensatory time may

be accrued at any given time. Unused annual and sick leave will be placed aside in a sick and annual bank. The person holding the position will forfeit leave in the same manner as it is earned. For every 80 hours of LWOP used, 8 hours of annual and 4 hours sick will be reduced from the total, or that equal to what the person in the position is currently earning. When he/she vacates the office, unused annual leave will be paid. Unused sick leave will be forfeited, unless he/she vacates the office to fill another full time position in the branch.

Executive Vice-President

The Position of Executive Vice-President shall be a full-time position. The Executive Vice-President shall serve at the direction of the President. The Executive Vice-President shall serve in the absence of the President. He/she shall also participate in all forms of organizational activities as directed by the President, and shall automatically be a delegate to all National and State Conventions and Committee of President's (C.O.P.) meetings. He/she shall be involved in all aspects of Branch administration. The Executive Vice-President shall coordinate, schedule and provide training to the membership as required. The Executive Vice-President shall preside in the absence of the President, and in case of death, resignation, disqualification, refusal or neglect of the President to discharge the duties of his/her office, the Executive Vice-President shall then perform all the duties incumbent upon the President for the remainder of the term of office. The Executive Vice President shall receive a salary of \$83,403.00 as of 2-7-2020, the date of the by-law approval by the Committee of Laws. Any subsequent contractual increases and cost of living increases (COLA) will be added to the base salary. At the end of each contract, all contractual and COLA increases will be rolled into the base salary to become the new base salary.

Branch 25 will incur the obligation of employee and employer CSRS contributions, up to 5% matching contributions for FERS employees, the U.S. Postal Service's share of the Federal Employees Government Life Insurance, and the U.S. Postal Service's share of Health Benefit Premiums not to exceed the premium charged by the NALC Health Benefit Plan.

As for leave, the position would be granted the same amount of sick and annual leave per year as the person holding the position would earn at the Postal Service, with the requirement that he/she must take 15 days of vacation each year. If the duties of the Executive Vice-President require him/her to work on a Saturday or Sunday, or after normal business hours, then he /she shall be granted compensatory time for said hours. No more than thirty-two (32) hours of compensatory time may be accrued at any given time. Unused annual and sick leave will be placed aside in a sick and annual leave bank. The person holding the position will forfeit leave in the same manner as it is earned. For every 80 hours of LWOP used, 8 hours of annual and 4 hours sick will be reduced from the total, or that equal to what the person in the position is currently earning. When he/she vacates the office, unused annual leave will be paid and unused sick leave will be forfeited unless he or she vacates the office to fill another full-time position in the branch.

Vice-President

The Vice-President shall serve in the absence of the Executive Vice-President. He/she shall also participate in all forms of organizational activities as directed by the President. The Vice-President, in case of death, resignation, disqualification, refusal or neglect of the Executive Vice-President to discharge the duties of his/her office, shall then perform all the duties incumbent upon the Executive Vice-President for the remainder of the term of office.

Secretary

The Secretary shall perform the duties of Recording and Financial Secretary as outlined in Article VI, Sections 3 and 4 of the National Constitution. The Secretary shall be the Librarian of the Branch. He/she shall keep a record showing the names and addresses of each member and when the member was admitted to the Branch. He/she shall keep a regular account of all monies received and take his/her receipts and keep them as his/her vouchers in settlement thereof. He/she shall record the minutes of the meetings. He/she shall have the authority to require the Shop Steward, in each station, to assist him/her in the collection of dues or any other monies due the Branch. Further, on the day of the election, or such day a ballot is to be taken, he/she shall furnish the President and the Chairman of the election committee with a list of members who are entitled to vote.

Assistant Secretary

The Assistant Secretary shall serve in the absence of, and at the direction of the Secretary with the approval of the President. He/she shall serve any unexpired term of the Secretary.

Treasurer

The Treasurer shall be responsible for the proper and accurate disposition of all monies passed on to him/her by the Secretary. He/she shall compensate for all debts for which the Branch is liable each month. He/she shall report to the members on a monthly basis with respect to all financial transactions, which took place during the particular month. Any financial discrepancies found by the Treasurer shall be immediately reported to the President.

Assistant Treasurer

The Assistant Treasurer shall serve in the absence of, and at the direction of the Treasurer with the approval of the President. He/she shall serve any unexpired term of the Treasurer.

MBA/NSBA Representative

The Mutual Benefit Association/National Sick Benefit Association (MBA/NSBA) Representative shall perform such duties as the Constitution and Laws as the Mutual Benefit Association/National Sick Benefit Association require.

Assistant MBA/NSBA Representative

The Assistant MBA/NSBA Representative shall serve in the absence of, and at the direction of the MBA/NSBA Representative with the approval of the President. He/she shall serve any unexpired term of the MBA/NSBA Representative.

Sergeant-At-Arms

The Sergeant-At-Arms shall preserve order at all meetings, under the instruction of the President. It shall be his/her duty to see that only accredited members are present at meetings, unless otherwise directed by the President or a vote of the Branch.

Health Benefits Representative

The Health Benefits Representative must be a member of the NALC Health Benefit Plan, or become a member within thirty (30) days of taking office. He/she shall perform such duties as the Constitution and Laws of the NALC Health Benefit Plan require.

Assistant Health Benefits Representative

The Assistant Health Benefits Representative must be a member of the NALC Health Benefits Plan, or become a member within thirty (30) days of taking office. He/she shall serve in the absence of, and the direction of the Health Benefits Representative with the approval of the President.

Safety Director

The Safety Director shall be responsible for gathering, receiving and dispersing pertinent information on safety to the membership. He/she shall maintain contact with stewards in monitoring topics and progress of Station Safety Committees.

Assistant Safety Director

The Assistant Safety Director shall serve in the absence of, and at the direction of the Safety Director with the approval of the President. He/she shall serve any unexpired term of the Safety Director.

Trustees

The Trustees, semi-annually shall examine the Treasurer's books and have them audited once each year and submit a report of their findings. There will be five (5) Trustees, one being the Chairperson. The Chairperson shall be elected by the Board of Trustees.

Wake-Up Publisher

The Wake-Up Publisher shall be responsible for all aspects of the publishing of the newsletter. He/she shall set deadlines for submission of articles. He/she shall make

recommendations for advertising rates, and be responsible for billing of advertisers. He/she shall ensure that the newsletter is received by the membership in time to allow sufficient review, prior to the monthly meetings.

Assistant Wake-Up Publisher

The Assistant Wake-Up Publisher shall serve in the absence of, and at the direction of the Wake-Up Publisher with the approval of the President. He/she shall serve any unexpired term of the Wake-Up Publisher.

Director of Retired Members

The position shall be responsible for gathering, receiving and dispersing pertinent information on retirement to the membership, and any other duties as assigned by the President.

Reimbursement to Members on Union Business for LWOP

Any officer, steward, or member, doing Union work with the permission of the President shall be compensated at the current rate the National pays for lost time. Time other than lost time shall be paid at city carrier Table 1, step o. Reasonable expenses will also be paid.

Any officer, steward, or member, who in the performance of work for the Branch incurs LWOP sufficient to cause loss of sick and/or annual leave shall be made whole by the Branch for such loss. Such member shall have the choice of two (2) options to be made whole. First, he/she may elect to receive a check for the amount of lost hours at the city carrier Table 1, step o. Second, he/she may elect to be paid leave by the Branch, equal to the amount of leave lost. If the leave option is selected, this leave will be considered as 'Union work' for the purposes of these by-laws.

Members who conduct Union business of a minimum of 80 hours of LWOP and are under the FERS system will be reimbursed for the loss of matching funds in the following manner:

1. A copy of their end of year pay stub and a statement of the number of hours in LWOP status that were used for Union business for Branch 25's purpose shall be submitted with a pay voucher.
2. A copy of their selection of Thrift Savings Plan Contributions for the calendar year submitted for.
3. Reimbursement will be calculated at the percentage of matching funds the member was to receive if paid by USPS plus the highest rate of return of the available funds based on city carrier Table 1, step O of the letter carrier pay schedule.

Article VI Shop Stewards

Section 1. There shall be one or more Shop Stewards and alternates at each station or unit wherein we have members, depending on the size of the unit, as outlined in Article XVII of the National Agreement.

Section 2. Shop Stewards shall be elected by secret ballot at their respective units, or appointed by the President where no election is held, to three (3) year terms.

Section 3. During the month of October, of election years, an election of Shop Stewards shall be held in each station or unit. The President shall have the authority to appoint a standing election committee of at least 5 members in good standing. The committee shall organize and receive nominations during the second week of October, and no later than the 15th of the month they shall post the names of all nominees (in alphabetical order) for a period of seven (7) days, after which the vote shall be taken by secret ballot. The election committee shall supervise the election, count all ballots and declare the nominee receiving a majority of votes cast, the elected Shop Steward and then notify the Branch Secretary at the Union office. The nominee receiving the second highest vote shall be the Alternate Steward.

Section 4. The Shop Steward shall be informed by the individual member of any problem that arises. If the Shop Steward cannot resolve it with the immediate Supervisor, he/she shall report it to the Branch Headquarters, for further action.

Section 5. The Shop Steward shall receive a quarterly pro-rated salary equal to the Union dues he/she has paid while serving as steward. The Alternate Shop Steward shall receive a quarterly pro-rated salary equal to 50% of the Union dues he/she has paid while serving as the alternate shop steward.

Article VII Nominations and Elections

The nominations for elective officers shall be made at the October meeting of the election year and the election shall be conducted by mail out ballot to the last known address of each member.

Proper notice of all nominations and elections will be followed as stated in the Constitution of the NALC.

Section 1. All terms of office shall be three (3) years.

Section 2. All candidates for nomination present at the October meeting must give assent to their nomination. Any nominee not present at the meeting will have 5 days to notify the

Secretary in writing of their assent or must have submitted a letter tot the Secretary prior to the October meeting, giving his or her assent to be a candidate. All candidates must be certified in good standing by the Secretary. Accommodation will be made for any nominated member, not in attendance, due to being unavoidably detained.

Section 3. Any regular member who voluntarily or otherwise, holds, accepts, or applies for a supervisory position in the Postal Career Service for any period of time, whether one (1) day or fraction thereof, either detailed, acting, probationary or permanently, shall immediately vacate any office held, and shall be ineligible to run for any office or to be a delegate to any Convention for a period of two (2) years after termination of such supervisory status. Upon nomination, the candidate must certify that he//she has not served in a supervisory capacity for the 24 months prior to the nomination.

Section 4. The election committee shall prepare ballots, instructions, and ballot envelopes and mail them by the first Wednesday in November with a return date for ballots post-marked to be the fourth Wednesday of November. Results to be announced at the December meeting and installation to take place at the December meeting or at the wish of the Branch an installation banquet. All elected officers will take office upon installation.

Section 5. The Election committee will be appointed by the chair at the nomination meeting.

Section 6. Any member nominated for more than (1) office, may accept only (1) nomination.

Article VIII Dues

Section 1. The monthly dues for active members shall be the minimum dues set by the National Association of Letter Carriers. The dues for retired members will be what is necessary to pay the National and State per capita. Members with 50 years membership shall be exempt from the payment of dues.

Section 2. Section 1 of this Article, of these By-Laws, can be changed by a majority present and voting at a regular or special meeting, providing the membership is notified two (2) months in advance of the meeting to propose this change.

Article IX Delegates for National and State Conventions

Section 1. In addition to the provisions of Article V, Section 2 A and B of these By-Laws, which designate the President and Executive Vice-President a delegate at these functions, Article V of the National Association of Letter Carriers Constitution shall apply.

Section 2. Nominations for delegates for the National and/or State Conventions shall be held in October of the year preceding the conventions. Elections for the same shall be held by secret ballot at the following November meeting.

Section 3. Expenses for delegates elected to attend the Conventions shall be voted on at the November meeting.

Section 4. All elected Delegates must have attended 60% of the regular monthly membership meetings, beginning with the November election meeting through and including the October nomination meeting, to be a paid delegate to conventions. In the case of a member serving on active military duty, or a member assigned to perform union business during the time of a regular branch meeting, said member shall be excused from attendance of the regular branch meeting. To determine whether said member is eligible to be a paid delegate to conventions, the member's attendance at the remaining meetings during the above mentioned time frame shall be prorated and rounded up to the next whole percentage point. The 60% requirement will apply to the prorated meetings.

a.) Within 7 days after an election, the Branch Secretary will audit the attendance to determine which delegates are eligible to be funded and notify those that are not eligible. Those delegates will then have 14 days to provide evidence of their eligibility.

Section 5. Any member who has not been a member for the prior two (2) years or members who have not been merged for two (2) years will have their attendance prorated from their date of membership.

Section 6. Proper notice for nominations and elections of delegates will be followed as stated in the Constitution of the NALC.

Article X Funds, Bonds, and Expenses

Section 1. All Branch funds shall be kept in a savings and checking account as directed by the Trustees.

Section 2. All checks authorized to be drawn shall bear the signature of the Treasurer and the President, or in their absence, the Executive Vice-President, the Secretary, or the Assistant Treasurer.

Section 3. The Branch shall secure bonds for the officers required by law to be bonded in sufficient amount to protect the Branch Funds.

Section 4. In the event of unforeseen or unplanned circumstances, the Trustees are empowered to authorize the expenditure of up to \$10,000.00, between meetings, for expenses not covered by the budget.

Section 5. Any officer or member duly authorized to represent this Branch at any function, meeting, school, or other appropriate occasion, which will be of benefit to the Branch, shall have all expenses paid, including lost time, if funds are available.

Section 6. Mileage for any officer or member on approved Union business shall be paid at the same rate paid by the National Union.

Section 7. Any and all motions to donate funds for any reason to an individual member of Branch 25 or the NALC, or to any organization is limited to \$300.00. Any such motion must be first presented to the Executive Council, no later than eight (8) days prior to a Branch 25 meeting. Any such motion must be reviewed by the Executive Council, and their recommendation given to the Branch 25 membership for consideration before such motion is made at a monthly Branch meeting. This is not to be construed to affect the usual operation of the Branch concerning Conventions, Education, or Functions of other Branches, the State or National etc. The \$300.00 donation is limited to once a year to any organization other than the NALC and its members.

Section 8. All funds shall be devoted to such uses as the Branch may determine, provided that no appropriation shall be made except when ordered by a majority of the members present and voting at a regular meeting.

Nothing in this section is to be construed to prevent the timely payment of all recurring monthly expenditures to include but not limited to: payroll and payroll taxes, mileage and reimbursed expenses, affiliation fees, operating expenses and condo fees, utilities, telephone and internet, and any other recurring expenditures that have been voted on and approved prior to the adoption of the current by-laws.

Further, nothing in this section shall be construed to limit the authority granted by Article 10, Section 4 of these by-laws.

Article XI Civil Actions and/or Liabilities

Section 1. The Branch shall retain an accountant and any such other special expert services, such as attorneys, as may be necessary, from time to time.

Article XII Amendments

Section 1. Amendments to these By-Laws, must be presented in writing, at a regular meeting or special meeting and signed by fifteen (15) members, in good standing, and acted upon at the next meeting by a majority of the members present and voting.

Section 2. The membership shall be advised of any proposed amendments to the By-Laws in sufficient time to allow their presence at the meeting or special meeting called for this subject.

Article XIII

Section 1. Any matter not covered in the National, State, or these local By-Laws shall be ruled by Roberts Rules of Order.