

APW-ABA
CONSTITUTION REFLECTING THE
CHANGES PASSED BY THE 2022
NATIONAL APW-ABA CONVENTION
IN NATIONAL
HARBOR, MD

AMERICAN POSTAL WORKERS
ACCIDENT BENEFIT
ASSOCIATION
PLAN, CHARTER,
CONSTITUTION,
BY-LAWS & RITUALS

REVISED
8/15/2022

CONSTITUTION & BYLAWS of the AMERICAN POSTAL WORKERS ACCIDENT BENEFIT ASSOCIATION

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MEMBER'S 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 the Union and this Association.
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 the Union and this Association.
7. Members shall not be denied the right to seek any office or the right to vote in this Association 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.

ARTICLE 1 NAME

The name of this organization shall be the American Postal Workers Accident Benefit Association. The word "Association" or "Accident Benefit Association" whenever used unqualified in this Constitution shall mean the American Postal Workers Accident Benefit Association.

ARTICLE 2 OBJECT

Section 1.

The object of this Association is to conduct the business of a fraternal beneficiary association for the sole benefit of its members and their beneficiaries, and not for profit; to make provision for the payment of benefits to its members and their beneficiaries in case of death or physical disability as a result of an accident; to promote closer social relationship among its members and to provide relief for its members and their beneficiaries to better enable them to perfect any movement that may be for their benefit as a class; to aid and assist the officers and members of the American Postal Workers Union, AFL-CIO, wherever and whenever possible.

Section 2.

- (a)** The assets of this Association shall be held in trust by the Board of Directors in a fiduciary capacity. Such assets are to be held, administered, and disbursed in accordance with the attached Schedule A. This Constitution, as supplemented by the trust powers set forth in Schedule A and the plan embodied in the Certificate of Benefits set forth elsewhere in this booklet constitute a "Plan" and "Trust Agreement" governing the administration and payment of benefits described in the following pages.
- (b)** The Board of Directors may amend or delete the benefits provided for herein when, in their judgment, such action shall be necessary.
- (c)** The Board of Directors has the authority to delegate and/or determine any question arising in connection with the administration, interpretation and application of the language herein, including any question regarding eligibility for benefits and the right to participate as a member of the Association. The Board's determination concerning the administration, application, and interpretation of this language shall be binding on all persons subject to the provisions contained herein.

ARTICLE 3 ELIGIBILITY TO MEMBERSHIP

Section 1:

Those eligible for membership in the APW-ABA are:

- (a) Any active or retired member of the APWU*, and their spouse;
- (b) Any Associate member of the APWU*, and their spouse;
- (c) Any career bargaining unit employee employed by the APW-ABA or the APWU*, and their spouse;
- (d) Eligible members of the APWU Auxiliary as determined by union affiliation and/or family relationship to APWU members.

*APWU shall be recognized as the American Postal Workers Union, AFL-CIO or any other name the APWU may hereafter assume and/or the members of any entity with which said union may merge.

Each qualified Applicant shall make application on the form provided for that purpose and become eligible for benefits in the Association at 12 o'clock noon, Eastern Standard Time, on the date the Applicant for Membership is accepted by a Local at its next regular or special business meeting and the fees as outlined in Article 12 are paid and by complying with all the laws of the Association then existing or thereafter enacted.

Section 2.

Locals, chapters, branches applying for 100% membership will be effective on the DCO pay period designated by the local, chapter or branch. Upon notice from an APWU 100% local entity that they have determined, (by whatever means), to cease payment of dues for their membership as a 100% local, the APW-ABA will consider each member of the local as an individual rate member and will inform each member of the local that they shall be considered and charged as an individual APW-ABA member until and unless the individual member returns a written signed request to cease membership in the APW-ABA.

Section 3.

A member in good standing may enroll his or her spouse in the benefit program as a derivative of his or her membership. The member shall be responsible for payment of the dues and premiums, so long as he or she is a member. Membership shall terminate when he or she ceases to be a member, or when a marriage is terminated by other than death, except when the member has been required to surrender his or her certificate from receipt of full payment as fully disabled, or by death, at which time the surviving spouse may elect to continue as a member and be responsible for all premiums.

ARTICLE 4 NATIONAL ORGANIZATION

For the purpose of administering the business affairs of the American Postal Workers Accident Benefit Association, there shall be established and maintained a National Association, and shall have such powers, rights, privileges, duties, and obligations as are herein provided for and as may be prescribed to the provisions of this Constitution, the ABA By-Laws and the Certificate of Benefits attached hereto. The National Convention shall have and exercise the power to make a constitution, laws, rules and regulations for the governing of the National Association, to provide for its own support, and to all other legitimate acts proper or necessary to promote the welfare of the Association and to control, as hereinafter provided, the funds of the Association.

ARTICLE 5 NATIONAL OFFICERS

Section 1. National Officers.

The National Officers of the Association shall consist of the Board of Directors, which is comprised of the resident full-time National Director, President, and ten (10) Regional Directors (two (2) from each of the ABA Regions), who shall be elected by the delegates at the ABA National Convention. A Vice President will be selected by and among the ten (10) Regional Directors within three (3) days following the adjournment of the ABA Convention.

All members of the Board of Directors must be members of the Accident Benefit Association. All board members must pay ERISA required insurance fees, including an individual recourse elimination policy fee.

Section 2

- (a)** In case of death, resignation, suspension, or removal from the office of any officer of the Association other than the President or National Director, the vacancy shall remain vacant, at the discretion of the National Director. If the National Director determines that such vacancy will be filled it will be filled by a majority vote of the Board of Directors within fourteen (14) days of the date of such determination.
- (b)** Vacancy in the office of the President shall be filled by the Vice-President in accordance with Article 6, Section 2B.
- (c)** In the case of a vacancy in the office of the National Director an appointment shall be made by the President subject to a two-thirds (2/3) vote of approval by the Board of Directors. This vote must be taken within 14 days of the appointment.

ARTICLE 6 DUTIES OF OFFICERS

The Officers of the Accident Benefit Association shall serve as Trustees of the Association, and shall act as fiduciaries in the operation of the Association's affairs on behalf of its members.

Section 1. Duties of President.

It shall be the duty of the President of the Accident Benefit Association:

- (a) To preside at all meetings of the National Convention and the Board of Directors.
- (b) To make recommendations to fill all vacancies on the Board of Directors as outlined in Article 5, Section 3 of this Constitution.
- (c) The President shall, in accordance with the provisions of this constitution, appoint all members of committees and will be an ex-officio member of all committees.

Section 2. Duties of the Vice President.

It shall be the duty of the Vice-President of the Accident Benefit Association:

- (a) To perform duties as assigned by the President.
- (b) To succeed to the office of the President in the event of his/her disability, death, resignation or removal from office.
- (c) To serve as a member of the Semi-annual Audit Committee in rotation with the appropriate Regional Director(s).

Section 3. Duties of the National Director.

It shall be the duty of the National Director of the Accident Benefit Association:

- (a) To receive and receipt all monies due the Association from financial secretaries, members and other sources and to keep an accurate account of the monies so received.
- (b) To have custody of all monies and securities belonging to the Association.
- (c) To furnish a surety bond in favor of the Association for the faithful performance of all duties devolving upon him/her and the safekeeping of, or accounting for, all monies and securities that may come into his/her possession as such officer.
- (d) To pay all properly approved claims for benefits, and to pay all bills incurred in the way of necessary expenses in the conduct of the business of the Association.
- (e) To publish an annual statement of the General Fund in the Official Organ of the ABA.

- (f)** To provide each member of the Board of Directors with a quarterly financial statement of the General Fund and the number of members at the end of each quarter. A yearly statement will be provided to the Board of Directors as to the type and amount of all investment activities that occur.
- (g)** To prepare and submit to the National Convention of the Association a detailed statement showing all receipts and expenditures during the two preceding fiscal years.
- (h)** To prepare and submit to relevant state and federal agencies annual reports and other reports, records and forms as required by law.
- (i)** To keep a membership record showing the correct address of all members.
- (j)** To conduct all balloting on all subjects. All ballots shall be sent to the office of the National Director. The results shall be made known to the Board of Directors.
- (k)** To keep, and to publish an accurate record of all meetings of the National Convention and all meetings of the Board of Directors. The cost of keeping and publishing such records shall be paid from the General Fund.
- (l)** To act as Secretary and Clerk of the National Convention and of the meetings of the Board of Directors and Clerk of the Association.
- (m)** To conduct and direct the investigation of claims, and to prepare claims for presentation to the Committee on Claims.
- (n)** To have charge of all litigation in which the Association may be involved.
- (o)** To develop and submit an annual budget for review and approval of the Board of Directors.
- (p)** To perform such other duties as may be delegated to him/her by the National Convention or by the Board of Directors.
- (q)** To maintain all insurance policies and bonds and to provide the Association Auditor with a copy of all policies and Bonds.
- (r)** Transition Period:
 - (i).** The out-going National Director leaves office effective with the closing gavel of the APW-ABA National Convention, and shall not make decisions that change or establish policy or authorize any new action(s) or expense of the APW-ABA, thereafter.
 - (ii).** The newly-elected National Director shall take up residence within a fifty (50) mile radius of the home office of the APW-ABA within forty-five (45) workdays after the adjournment of the APW-ABA National Convention.
 - (iii).** The out-going National Director shall be charged with the responsibility of

educating the incoming National Director in all phases of the duties of the position during a transition period that shall not exceed forty-five (45) work days after the adjournment of the APW-ABA National Convention. Utilization of any form of leave may not extend the forty-five workdays.

- (iv). At any time within the forty-five (45) workdays transition period, the newly-elected National Director and the Executive Assistant, in consultation with the President and Vice-President of the APW-ABA, shall determine that the essential core duties and procedures of the APW-ABA have been transferred, (to the extent necessary) and upon seven (7) calendar days written notice, (not to exceed the said 45 workdays, above), the out-going National Director's training services and transition period shall end.

- (s) The National Director will have the authority to assign Regional Directors across identified Regional lines, if necessary or more cost effective.

Section 4. Duties of the Board of Directors.

It shall be the duty of the Board of Directors of the Accident Benefit Association:

- (a) (1) To examine, when by them deemed advisable, the books, papers, funds, securities, and all other properties of the ABA.
- (b) (2) The Board of Directors shall engage the services of a certified public accountant to audit the accounts and examine the books of the Association at least once each year. The accountant shall report to the President and National Director, in writing, the condition in which he/she finds the accounts and the accuracy of same, and make such recommendations and give such additional information as, in his/her judgment, is necessary for the information of the members of this Association.
- (c) To engage the services of such other providers as they deem necessary to assist them in carrying out their responsibilities.
- (d) To decide all appeals from the decisions of the Committee on Claims. All appeals from decisions of the Committee on Claims shall be decided by a recorded mail vote of each individual member of the Board of Directors and such decision shall be final.
- (e) Members of the Board of Directors who serve on the Committee on Claims shall not vote as Board Members on appealed decisions.
- (f) To avail themselves of such reasonable means as will acquaint them with proper conduct of the Association and to direct the policies of the Association as determined by the National Convention.
- (g) The Board of Directors shall, in the interim between Conventions, be the Supreme Executive and Judicial Body of the Association, with the right to do any and all acts that it may deem necessary for the proper conduct and supervision of the Association, including reports and

recommendations to the National Convention, subject to this Constitution. A majority vote shall control all matters not otherwise provided for in this Constitution.

- (h)** The Board of Directors shall meet at least once annually.
- (i)** Mail ballots or telephonic conferences may be used on issues determined by the President or National Director. When mail ballots to the Board of Directors are utilized, ballots will be returned and counted within 21 days.
- (j)** To provide the National Director with a written report of his or her activities as a member of the Board of Directors to be published in the Convention Book at the next National Convention.
- (k)** The Board of Directors shall have the right to enter into new contracts that will assist the Accident Benefit Association in gaining new members and maintaining present members, provided that any contract must not be detrimental to the Accident Benefit Association.
- (l)** For the purpose of conducting any business which may come before the Board of Directors, a quorum will consist of seven (7) members of the Board of Directors.
- (m)** Directors shall be responsible for the organizing program within their jurisdiction. They shall work under the direction of the National Director and represent the Association at meetings as assigned by the Director. He/she shall also submit articles for the News Digest and perform other duties as assigned by the National Director.

Section 5. Duties of the Regional Directors:

- (a)** It shall be the duty of each Regional Director of the ABA in addition to other duties as assigned by the National Director, to serve as a trustee on the semiannual Audit Committees, pursuant to Article 20 section 3.
- (b)** All Regional Directors and the Vice President shall serve on the Committee on Claims. Each appealed claim shall be sent to three (3) different regional directors in rotation. If the claim is concerning a member of the local or state of a Regional Director, that Director will not be on the Claims committee for that claim; but shall be skipped and the claim sent to the next Director in rotation. Future rotations shall continue in order.

ARTICLE 7

ELECTION OF DELEGATES AND OFFICERS

Section 1.

- (a) The members of the respective Locals or State ABA organizations shall use procedure that is consistent with ROBERTS RULES OF ORDER to elect delegates to the ABA Convention. The names of delegates should be received by the home office in New Hampshire prior to June 1st of the Convention year.
- (b) Delegate's credentials must be presented at the ABA Registration Booth no later than two (2) hours prior to the scheduled start of the ABA National Convention.

Section 2.

- (a) The membership of the National Convention shall be composed of the Board of Directors and registered delegates. An eligible MAL may petition their state organization to gain delegate status to the National ABA Convention.
- (b) Each Local or State shall be entitled to representation at the National Convention on the following basis:

3 to 75 members	1 delegate
76 to 150 members	2 delegates
151 to 300 members	3 delegates
301 to 500 members	4 delegates
501 to 750 members	5 delegates
751 to 1000 members	6 delegates

and for each additional 250 members or major fraction thereof in any Local or State, one additional delegate is authorized, with a maximum of twenty delegates for any single Local or State. For the purpose of calculating the number of delegates a Local or State shall be entitled to at the APW-ABA National Convention, the date of March 1st of each convention year shall be used for membership numbers to determine the number of delegates entitled each Local or State organization.

Section 3.

The President, National Director, and Regional Directors shall be elected for a term consistent with the schedule of the American Postal Workers Union National Convention. All nominations for office by members must be in writing and sent via U.S. Postal Service mail to the National Director's office at APW-ABA, P.O. Box 120, Rochester, New Hampshire 03866 and must be received after March 1, but no later than close of business on April 15 of the election year. All nomination letters of intent must be signed and state the office the member wishes to be a candidate for. There will be no nominations accepted after 4:00 p.m., April 15 and he/she must be a member in good standing on the date the letter of intent is received by the APW-ABA home office. Any candidate who wishes to withdraw from consideration for office must follow the same procedures used for nominations, and

said withdraw must be received by May 15th of the election year. As the first order of business, the National Director will read all the names and offices of the candidates seeking elective office. The election of officers shall be the last order of business of the Convention prior to the Installation of Officers.

- (a) A candidate for the office of President or National Director, must be a member in good standing in the Association and shall be elected by delegates present and voting.
- (b) A candidate for the office of Regional Director shall be a member in good standing in the Association within the Area he or she seeks to represent and shall be elected by the delegates representing that Area.

Section 4: Regional Directors

Two (2) Regional Directors shall be elected from each of the five ABA Regions:

1. **Northeast Region:**

Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York.

2. **Eastern Region:**

Pennsylvania, New Jersey, Delaware, Virginia, West Virginia and Maryland

3. **Southern Region:**

North Carolina, South Carolina Georgia, Florida, Alabama, Mississippi, Louisiana, Texas, Tennessee, Arkansas, Puerto Rico, Virgin Islands.

4. **Central Region:**

Kentucky, Ohio, Indiana, Illinois, Michigan, Minnesota, Wisconsin, North Dakota, South Dakota, Iowa, Oklahoma, Missouri, Kansas, Nebraska

5. **Western Region:**

Montana, Idaho, Washington, Oregon, Alaska, Wyoming, Colorado, New Mexico, Arizona, Utah, Nevada, California, Hawaii, Pacific Islands

Section 5.

Any candidate for National Office who receives a majority of votes cast at the Convention for said office shall be declared elected. No write in votes will be valid.

Section 6.

When there are two or more candidates for National Office and the two candidates receiving a majority of the votes cast for such offices result in a tie on the first ballot another election shall be held immediately. These two candidates engaged in a tie shall be voted upon as candidates for such office in the second election, and the candidate with the majority of the votes shall be declared elected.

Section 7.

All National ABA officers will be installed following the completion of the election by the President of the American Postal Workers Union, AFL-CIO, or his/her designee.

Section 8.

The members, officers, representatives or delegates of this Association will not be permitted to vote by proxy.

Section 9.

Each delegate and each member of the Board of Directors shall receive one vote. Members of the Board shall be allowed to vote for the Director of their respective Region.

Section 10.

The President of the Accident Benefit Association shall establish an Election Committee, no member of which shall be a candidate for election while serving on such committee. The Election Committee shall be responsible for conducting the election. Prior to the acceptance of the Election Committee report any candidate who feels aggrieved in connection with the election shall file an appeal with the Election Committee at the ABA Convention. Where the Committee finds merit in an appeal, it shall report its findings to the President who will report to the delegates. The delegates shall act on the findings of the Committee. (For the purpose of this Article the term "election" shall include nominating procedures.)

ARTICLE 8 NATIONAL AND LOCAL MEETINGS

Section 1.

The National Convention shall convene in the same month and years as the American Postal Workers Union Convention, at a time and place to be named by the Board of Directors, provided a National Convention is held at least once every four (4) years. Special sessions of the ABA National Convention may be convened upon call of the President, subject to the approval of two-thirds (2/3) of the Board of Directors.

- (a) At least one hundred twenty (120) days prior to the biennial session of the National ABA Convention this association shall publish in the Official Publication of the ABA, a notice stating the time and place of the National Convention. This information shall be sent to every ABA Local and State Association, not later than April 10th of the Convention year.
- (b) At least sixty (60) days prior to any special session of a National ABA Convention, the National Director will notify all ABA affiliated locals and State Organizations of the time, place, and purpose of the special session.
- (c) It shall be the duty of the Local or State President or Secretary to furnish a certified list showing the names of the delegates and alternates. These certified credentials shall be furnished to the ABA Home Office no later than June 1 of the Convention year and it is to be used to entitle them to be seated as a delegate at the National ABA Convention.
- (d) Resolutions must be submitted for the ABA Convention prior to June 1 of the convention year. The author of the resolution is required to send these resolutions to the office of the National Director in duplicate. This shall not prevent the submission of resolutions by delegates at convention as long as a copy is available for each delegate in attendance.

Resolutions submitted after the report of the Constitution Committee will not be considered nor acted upon.

Section 2.

The Board of Directors meeting shall take place each non-convention year in conjunction with the spring or fall audit, telephonically with the National Director. In addition, the Constitution Committee shall review the Constitution and make recommendations to the next convention to conform with such state and federal regulations as required by law.

ARTICLE 9 SALARIES AND ALLOWANCES

The following reasonable compensation shall be paid provided that no person who already receives full-time pay from an employer, employer association, or employee organization whose members are participants in the Plan shall receive compensation from the Plan except for reimbursement of expenses properly and actually incurred.

Section 1.

The President shall receive a salary at the rate of three thousand, three hundred dollars (\$3,300) per annum, payable in monthly payments from the General Fund.

Section 2.

The National Director shall receive a base salary at a rate of **(\$114,223.72 as of 8/15/2022)**, subject to APWU contractual and cost of living adjustments), per annum, and it shall be payable biweekly from the General Fund. The incoming new National Director will assume the base salary of the outgoing National Director.

Section 3.

The Regional Directors, including the Director serving as Vice President, shall each receive \$1400.00 salary per annum. Said salaries shall be payable in quarterly payments from the General Fund.

Section 4.

Whatever system of salary increases exist for APWU career employees Level 6/O shall exist for the National Director of the Accident Benefit Association.

Section 5.

Expenses of delegates attending the Accident Benefit Association National Convention shall not be borne by the American Postal Workers Accident Benefit Association.

Section 6.

The ABA Representatives of all Locals and State Associations of the American Postal Workers Accident Benefit Association may be compensated by their members at a reasonable rate set by each Local or State Association. This premium shall be collected from the members under any procedure a Local or State may

determine, and there will be no further service charge made of the members belonging to the Local or State.

Section 7.

The outgoing National Director will be compensated at his/her regular rate as outlined in Article 6, Section 3. Said compensation will end with the completion of duties outlined in Article 6, Section 3(r), (iii) or (iv), whichever comes first.

Section 8.

The leave program for the National Director of the ABA shall be as follows:

- (a) They shall be allowed thirty (30) days annual leave and necessary sick leave each year.
- (b) Unused annual leave may either be carried forward for use in future years or paid for at the end of each year in which it is earned at the option of the officer in question, provided, however, that no individual may, under this provision, be paid for more than fifteen (15) days of unused annual leave in any one (1) year prior to leaving office. Upon leaving office, the National Director shall, upon application by the individual in question or the estate of a deceased individual, be paid for the days of unused annual leave accumulated, including those accumulated proportionately during the course of the year in which the individual leaves office.
- (c) There shall be no reimbursement for unused sick leave at any time during an officer's service or upon leaving office.

**ARTICLE 10
BONDS**

The National Director of the Association shall give surety company bond in an amount to be fixed by the Board of Directors for the safekeeping of all monies and securities that may come into his/her hands. Such bonds shall be in some approved surety, guaranty or security company, and the expense of the same shall be paid by the Association, but at no time shall such bond be less than one hundred thousand dollars (\$100,000).

**ARTICLE 11
FUNDS**

The National Director may deposit the Funds of the Accident Benefit Association in savings organizations insured by the Federal Deposit Insurance Corporation, the deposits in each organization not to exceed the amount of insurance; or he/she may purchase certificates of deposit drawing interest in such savings organizations; and for the purpose of additional safety, may purchase United States, State, Municipal or Corporate bonds, investment trust shares, preferred or common stocks with such funds as are not needed for immediate use. The National Director of the Association, with the approval of the majority of the

board, shall have the power to sell any investment the Association owns whenever in his/her judgment such sale would be in the best interest of the Association.

ARTICLE 12 PREMIUMS

Section 1.

A Fund to be known as the "General Fund of the Accident Benefit Association" shall be created by a levy of premiums or dues check off on each member. The Fund shall be for the sole purpose of paying the expenses of the Association.

Section 2-A.

An employed member: is designated as a full-dues paying member of the American Postal Workers Union, on the active employee rolls in the United States Postal Service and

1. Upon enrollment, may select the Value Plan, Advantage Plan, Plus Plan, Value Plan with additional Plus Plan coverage or the Advantage Plan with additional Plus Plan coverage.
2. May enroll his/her spouse in the ABA at the Value Plan, Advantage Plan, Plus Plan, Value Plan with additional Plus Plan coverage or the Advantage Plan with additional Plus Plan coverage.
3. Shall, to remain in good standing, pay all premiums for self and spouse.
4. If you are a Value Plan member (on dues check-off) in a non-pay status, you will be covered by the ABA for up to 90 days. If you continue in a non-pay status after 90 days, you must submit your premiums to the ABA in order to remain in good standing.

If you are an Advantage Plan member (on dues check-off) in a non-pay status, you will be covered at the Value Plan rate for up to 90 days and will only be responsible for paying the difference between the Value and Advantage Plan rate. If you choose not to pay the difference, you will receive benefits at the Value Plan rate in the event of an accident. After 90 days you must submit your full premium to the ABA in order to remain a member in good standing.

If your spouse is an ABA member (and not a member of the APWU) there is no 90-day grace period for their ABA Benefits. In order for the spouse to remain in good standing their premiums must be submitted beginning the first Pay Period in the non-pay status.

If you are a PLUS member in a non-pay status you must submit ABA Plus premiums beginning the first Pay Period in a non-pay status to be considered a member in good standing.

The above also applies to retirees who desire to continue paying full dues to the APWU National and Local.

These premiums must be paid in advance for the upcoming year. If you have any questions, please call the ABA home office at 603-330-0282.

5. For Locals or States that have members or officers on LWOP, serving full time for Union business, that officer, member, or the local must pay their ABA premiums directly to the ABA Home office.

If the affected Officer or Local does not pay the premium, that Officer or member will not be a member in good standing with the ABA.

6. For locals in the 100% discount program the ABA home office will bill the Locals for all of their non-pay (s) on a quarterly basis at the local's discount rate.

If a local fails to pay for their non- pay(s) the member(s) in question, after the 90 day grace period, will not be member(s) in good standing with the ABA

7. Any payment of claims filed for benefits by any member in a non-pay status will be reduced by the amount of said back ABA dues prior to payments being sent to the member.

Section 2-B.

A retired member is designated as retired from the U.S. Postal Service and:

1. May continue their membership in the ABA.
2. May keep their spouse as an ABA member if the spouse was enrolled prior to their retirement.
3. In the event of the retired member's death, their spouse may retain membership through payment of their dues premiums.
4. Dues for retired members and their spouse shall be the cash pay schedule as described in Section 4, Premium Schedule.
5. A retired member who pays full local and national per capita tax to the A.P.W.U. is entitled, and their spouse, to the discount schedule 100% locals (DCO) as described in Section 4, premium schedule. Dues are paid annually to the ABA by the local. The ABA will bill the local annually.

Section 2-C.

All members, employed and retired, shall have the option to change plan coverage once each calendar year.

Section 2-D.

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which period the Certificate shall continue in force.

Section 2-E.

If any premium is not paid within the time granted the member for payment, they shall be automatically suspended without notice and deemed not in good standing. They may restore their good standing

within sixty (60) days by paying current premiums. Should they fail to do so, they shall be dropped from the membership roll.

Acceptance of premiums by the ABA Home Office shall reinstate this Certificate. An application for reinstatement shall not be required. The reinstatement Certificate shall cover only injury due to an accident as may be sustained after the date of reinstatement. In all other respects, the Member and we shall have the same rights there under as we had under the Certificate immediately before the due date of the defaulted premium.

Section 2-F.

Any payment of claims filed for benefits by any member in a non-pay status will be reduced by the amount of said back ABA dues prior to payments being sent to the member. (also see article 12; Section 2a.)

- (a) Any "Benefit Days" or sums paid under the Certificate will be charged against a reinstated Certificate regardless of the option chosen for reinstatement.

Section 3.

The premiums provided for in Section 4, shall be disbursed in accordance with all applicable rules, regulations and laws.

Section 4. PREMIUM SCHEDULES

	<u>Value Plan</u>	<u>Advantage Plan</u>
Cash Pay Schedule	\$2.97 (per month)	\$7.84 (per month)
Standard Schedule (DCO)	\$1.37 (per pay period)	\$3.62 (per pay period)
Discount Schedule	<u>Value Plan</u>	<u>Advantage Plan</u>
100% Locals (DCO)	\$.87 (per pay period)	\$3.12 (per pay period)

ABA PLUS PROGRAM

\$20,000 Accidental Death *	\$.35 per pay period
\$30,000 Accidental Death *	\$.45 per pay period
\$40,000 Accidental Death *	\$.60 per pay period
\$50,000 Accidental Death *	\$.75 per pay period
\$75,000 Accidental Death *	\$1.13 per pay period

\$100,000 Accidental Death * \$1.50 per pay period
\$150,000 Accidental Death * \$2.25 per pay period

*(The \$6,000 Benefit in the Value Plan and the \$24,000 Benefit in the Advantage plan is included in the above Plus Programs.)

Section 5-A

Beginning with pay period one of 1995, the rates for all Locals as set forth in Section 4 of this Article will be reviewed and adjusted, if necessary, on an annual basis.

Section 5-B

Premiums will be established based on the total ABA membership of each Local. Any necessary rate adjustments will take place as soon as possible after the rates have been reviewed and determined. All Locals will be notified in writing of any change in their annual premium rate.

**ARTICLE 13
EXPENDITURES AND FISCAL YEAR**

Section 1.

The ABA National Director shall pay all charges for the conduct of the office of the Association from the General Fund. He/she shall pay all expenditures authorized by this Constitution, by the National ABA Convention, or by the Board of Directors, and pay all bills for publication of the Official Journal. Expenditures for membership campaigns must be approved by the Board of Directors. The amount to be allowed for expenses of the President, Vice-President, National Director, and other members of the Board of Directors attending conventions and meetings shall be determined by a majority vote of the Board members present at each meeting or convention. In no case shall more than actual expenses be allowed. Authorization of payment from the General Fund will be made by the President, National Director.

**ARTICLE 14
HONORARY MEMBERSHIP**

Section 1.

Any person whose name has been submitted to the National Director at least thirty (30) days prior to the National Convention may be elected to honorary membership by a majority vote of the national convention.

Section 2.

The Board of Directors, acting between conventions, may confer honorary membership by a majority vote. Those accorded Honorary Membership status will have their names printed on the inside back cover of the Constitution on the "Honorary Membership" listing.

Section 3.

The ABA will pay premiums at the Value Plan level for all APWU members accorded honorary membership.

ARTICLE 15

RETENTION OF MEMBERSHIP

Section 1.

Members leaving the U.S. Postal Service by regular or disability retirement can retain membership in the Accident Benefit Association, and they shall not be required to pay the national per capita tax of the American Postal Workers Union, AFL-CIO, in order to retain this membership.

Section 2.

Promotion to the position of Supervisor shall not constitute a cause for loss of membership in the Association provided the member pays not less than the national per capita tax of the American Postal Workers Union, AFL-CIO.

Section 3.

All members, including those specified in (1) and (2) above, must pay their ABA premiums through the Local or ABA National Office.

Section 4.

Past National Directors and Assistant National Directors (formerly National Secretary-Treasurer and Managing Director) who are in good standing of the Accident Benefit Association, upon approval of the Board of Directors, shall be dues free members of the APW Accident Benefit Association in the Advantage Plan.

Section 5.

All ABA officers and/or delegates to the ABA Convention must pay full per capita tax to the American Postal Workers Union, AFL-CIO.

ARTICLE 16

NOTIFICATION OF ADDRESS CHANGE

It shall be the duty of each member of this Association to notify the ABA Home office in writing of any changes in their mailing address.

ARTICLE 17
RETIREMENT PLAN OF THE APW
ACCIDENT BENEFIT ASSOCIATION

Section 1.

The APW-ABA shall provide a retirement plan for all bargaining unit employees: terms of which shall be negotiated and shall comply with all relevant regulatory agencies. Plan documents shall be kept up to date.

Section 2.

No Executive, managerial or elected non-bargaining unit employee of the APW-ABA, except those enrolled in the retirement plan as of August 1, 2012, shall be allowed to join the retirement plan in the future.

Section 3. Those employees, bargaining unit and executive, who are drawing or accruing retirement shall continue to do so at their current rates/levels in accordance with the plan documents

ARTICLE 18
LIFE INSURANCE PLAN OF THE
AMERICAN POSTAL WORKERS ACCIDENT
BENEFIT ASSOCIATION

Section 1.

The Accident Benefit Association will furnish life insurance for the ABA National Director through the American Postal Workers Union, AFL-CIO, Officer's Life Insurance Plan, provided they elect, in writing, to participate in this Insurance or other suitable plan approved by the Board of Directors.

ARTICLE 19
AMENDMENTS

Section 1.

This Constitution and/or Charter and Articles of Re-incorporation may be amended at any meeting of the National ABA Convention, and no notice of proposed amendments need be given in the call for the meeting. No amendment shall be adopted unless two-thirds (2/3) of the members of the ABA Convention, present and voting, vote in favor of the amendment.

ARTICLE 20 COMMITTEES

Section 1.

There will be a Committee on Claims composed of three (3) Regional Directors and the Vice president on a rotating basis in accordance with Article 6; Section 5 (b), which reads: (All Regional Directors and the Vice President shall serve on the committee on claims. Each appealed claim shall be sent to three (3) different regional directors in rotation. If the claim is concerning a member of the local or state of a Regional Director, that Director will not be on the claims committee for that claim; but shall be skipped and the claim sent to the next director in rotation. Future rotations shall continue in order. This Committee will consider all claims deemed questionable by the National Director. The National Director and President cannot be a member of this Committee.

Section 2.

There shall be a Committee on Constitution appointed by the President, consisting of three (3) members of the Board of Directors and one rank and file member, whose duty it shall be to review and recommend constitutional changes as submitted by the Board of Directors and the membership. It may report in advance, as deemed necessary by the President, to complete the work prior to the start of the Convention.

Section 3.

The President shall appoint two (2) members of the Board of Directors, on a rotating basis, to serve on the Semi-annual Audit Committees. The committee shall consist of Regional Director on a rotating basis.

Section 4.

An Election Committee shall be appointed by the President and shall consist of not less than five (5) members and shall submit a full report of the election returns immediately after the tally has been completed. The Election Committee shall promulgate reasonable rules and regulations governing the conduct of the election. Such rules and regulations shall be consistent with the National Constitution and all applicable Federal Laws. Members of the committee shall be selected from each area in a sequential manner, with recommendations submitted from the appropriate Regional Director, the President making the final selections.

Section 5.

A Convention Committee consisting of six (6) members inclusive of the President; National Director shall be responsible for the administration and conduct of the National Convention to include credentials.

ARTICLE 21 RECALL & DISCIPLINE PROCEDURE

Section 1.

The following shall constitute but shall not necessarily be limited to a list of offenses, the commission of which shall subject any officer or member of this Association to disciplinary action as set forth herein:

- (1) Violating any provision of the Constitution and By-Laws of the Accident Benefit Association.
- (2) Theft, dishonesty, fraud, or misappropriation of funds.

Section 2.

The Board of Directors shall consider all evidence presented before rendering any decision. The following procedures will be followed:

- (1) All charges shall be in writing and signed by the accuser, and shall be sufficiently explicit so as to inform the accused of the nature of the offenses with which he/she is charged.
- (2) The President will provide the Board of Directors with a copy of the letter of charges within ten (10) days of the President's receipt thereof.
- (3) The Board of Directors will have ten (10) days to consider the charges filed. If a majority of the Board agrees the charges warrant further action, the charged officer will be asked to respond in writing to the President within ten (10) days of receipt of the request.
- (4) Upon receipt of the charged officer's response the President shall send copies to all members of the Board who will then consider all evidence and render their decision within ten (10) days whether or not the charges merit a hearing.
- (5) In the event the charges merit a hearing the following procedures will apply:
 - (a) The President within ten (10) days will notify the Board of Directors and all interested parties of the date, place and time of the hearing. The hearing will be held within thirty (30) days of the decision of the Board of Directors.
 - (b) After a full disclosure of the facts and evidence is presented it will require a two-thirds (2/3) vote of the Board of Directors to uphold the charges. If the charges are upheld, the Board will have the authority to issue appropriate discipline up to and including recall. Any charged officer will not vote on this matter.
 - (c) If the charges are dismissed, the President will issue a letter of findings to all affected parties.
- (6-a) Any appeal of the decision of the Board of Directors may be made during the next scheduled National Convention of the ABA, provided the charged officer or member provides the National Director within ten (10) days of the Board of Director's decision notice, in writing, of his/her intention to appeal the decision.
- (6-b) Prior to the start of the ABA National Convention the President will appoint an Appeals Committee of three (3) registered delegates who are not Board members to consider the merits of the appeal. The Committee will report their findings on the floor of the ABA Convention.
- (7) If the charges are against the President of the ABA, the procedures listed above will be handled by the National Director.

- (8) All correspondence in the Recall and Discipline Procedure will be sent by Certified mail.
- (9) The accused may be represented by counsel of their choice at their own expense.

Section 3.

Engaging in conduct that would expose the Accident Benefit Association to liability.

SCHEDULE A

The Board of Directors, in addition to all powers and authorities under common law, statutory authority, and other provisions of the ABA Constitution and Certificate of Benefits, including the right to delegate responsibilities among themselves as set forth therein, shall have the following powers and authorities, to be exercised in their discretion:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same in trust;
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Board of Directors, by private contract or at public auction, and any sale may be made for cash and partly upon credit. No person dealing with the Board of Directors shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;
- (c) To vote upon any stocks, bonds, or other securities, to give general or specific proxies or powers of attorney with or without power of substitution;
- (d) To cause any securities or other property held as part of the Trust to be registered in the Association's own name or in the name of one or more of the Board of Directors' nominees, and to hold any investments in bearer form, but the books and records of the Board of Directors shall at all times show that all such investments are part of the Trust;
- (e) To borrow (with or without security) or raise money for the purpose of the Trust in such amount, and upon such terms and conditions, as the Board of Directors shall deem advisable; and for any sum so borrowed, to issue promissory notes, bonds or other obligations therefore that may mature at a time beyond the possible termination of the Trust, or indebtedness of trust or other agreements, covenants or arrangements for the benefit or security of such obligations;
- (f) To keep such portion of the Trust in cash or cash balances as the Board of Directors may deem to be in the best interest of the Trust, without liability for interest thereon;

- (g)** To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (h)** To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (i)** To prosecute, defend, settle, compromise, abandon, release or adjust or submit to arbitration any actions, suits, legal or administrative proceedings, claims, debts or damages relating to the Trust as the Board of Directors may deem desirable;
- (j)** To employ suitable agents, representatives and counsel and to pay their reasonable expenses and compensation and to delegate any of its ministerial powers and duties to any agent or representative engaged by them or to any one or more member(s) of the Board;
- (k)** To acquire real estate by purchase, exchange or as the result of any foreclosure, liquidation or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Board of Directors may deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust, upon such terms and conditions as the Board of Directors deems proper, using other Trust assets for any of such purposes if deemed advisable;
- (l)** To invest funds of the Trust in night deposit or savings accounts bearing a reasonable rate of interest;
- (m)** To invest in Treasury Bills and other forms of United States Government obligations;
- (n)** Except as expressly authorized, the Board of Directors is prohibited from selling or purchasing stock options. The Board of Directors is expressly authorized to write and sell call options under which the holder of the options has the right to purchase shares of stock held by the Board of Directors as part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities and Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to rules promulgated under such Act, and so long as the Board of Directors at all times and up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised.

In addition, the Board of Directors are expressly authorized to purchase and acquire call option for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Board of Directors with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediately preceding sentence;

- (o) To deposit in federally insured savings accounts or certificates of deposits in banks or savings and loan associations;
- (p) In the event any question or dispute shall arise as to whether payment is due or the proper person(s) to whom payment is due under this Trust or Plan, to withhold such payment until an adjudication is made of such question or dispute which is satisfactory to the Board of Directors, or until the Board is fully protected against loss by means of such indemnification agreement of bond as it determines to be adequate. Notwithstanding any other provisions hereof, if in the judgment of the Board any mental, physical or other incapacity prevents a person entitled to benefits from properly handling his/her own affairs, then until any benefits to which he/she is entitled have been claimed by a legally appointed representative, these benefits may be held for his/her benefit or paid to any one or more persons or institutions responsible for his/her care and maintenance. The person entitled to the benefits shall promptly be sent notice of any such action;
- (q) To require any person with obligations to the Trust or Plan to furnish, or permit an audit of, any reasonable information, data, reports and documents which are pertinent in verifying the accuracy of benefits or contributions and in acting upon claims for benefits or which are otherwise pertinent in administering this Trust, and any such person or entity shall use his/her or its best efforts to secure compliance with any reasonable request of the Board to furnish such information, data, documents and reports;
- (r) To insure the assets of the Trust against damage or loss, and the Board against liability;
- (s) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Board of Directors may deem necessary to administer the Trust, and carry out the purposes of this Trust.

The Board of Directors shall act pursuant to this Trust by a majority of their number, but may authorize any one or more of them to sign papers and instruments on their behalf.

BY-LAWS

Section 1.

Twenty-five percent of the delegates registered and present at the ABA convention shall be necessary to constitute a quorum, provided there shall be not less than fifty (50) in number present. The President will reschedule the convention in the absence of a quorum.

Section 2.

All roll calls at National ABA Conventions shall be taken alphabetically by states.

Section 3

ORDER OF BUSINESS

1. Calling to Order.
2. Calling to order by President.

3. Pledge of Allegiance/Moment of Silence.
4. Invocation.
5. Roll Call of Officers.
6. Certification of Convention by a Quorum Call.
7. Adoption of Special Rules of Procedure.
8. Appointment of Committees
9. President's Address.
10. National Director's Report.
11. Report of Board of Directors.
12. Report of Committees.
13. New Business
14. Election of Officers.
15. Installation of Officers

Section 4.

Robert's Rules of Order Revised shall govern the parliamentary proceedings of the Association, except for special rules of procedure adopted at each Convention.

Section 5.

These By-Laws may be amended at any meeting of the National Convention, and no notice of proposed amendments need be given in the call for the meeting. No amendments shall be adopted unless two-thirds (2/3) of the members of the Convention then present, vote in favor of the amendment.

Section 6.

ORDER OF BUSINESS FOR BOARD OF DIRECTORS

1. Calling to Order.
2. Reading of Minutes.
3. President's Report.
4. National Director's Report.
5. Report of Committees

6. Submit Presidential Committee Appointments for Approval.
7. Unfinished Business.
8. New Business.

RITUALS OF THE AMERICAN POSTAL WORKERS ACCIDENT BENEFIT ASSOCIATION OPENING

OPENING

The **President**—“Fellow Members, a sufficient number being present, I declare this meeting of the _____ State/Local, American Postal Workers Accident Benefit Association duly convened and qualified to consider and transact such business as may properly come before it.

By the authority vested in this State/Local by our Charter and the formal consent of our members, we are pledged to the establishment of a closer social relationship among our members, the betterment of service conditions, and the improvement of the postal service. This can best be accomplished by organization, education and fraternity. In union there is strength, and while we can be of service to each other when working individually, the most beneficial results may be attained by combining our efforts to promote our mutual welfare and to provide against misfortune. We will now proceed with the regular order of business.”

INITIATIONS

The **President** — “Brother (or Sister) Secretary, see that the candidates in waiting have duly elected, and introduce them for initiation.”

The **Secretary** — “Brother (or Sister) President, permit me to introduce _____ and _____ members of the American Postal Workers Union, AFL-CIO, and all employees of the Postal Service, of good character, and duly elected in regular meeting, who now come of their own free will to be admitted to the privilege of membership in the American Postal Workers Accident Benefit Association.”

The **President** — “Fellow Postal Employees: It is my duty to inform you that the American Postal Workers Accident Benefit Association requires perfect freedom of inclination in every candidate for membership in its body. An obligation of fidelity is required, but let me assure you that in this obligation there is nothing contrary to your civil or religious duties, or to your obligation as an employee of the Federal Government. With this understanding, are you willing to take an obligation which binds you upon your honor to keep the same?”

The **Candidate** — “I am.”

The **President** — “Each of you will now please raise your right hand and repeat after me while I recite the obligation.”

INITIATORY OBLIGATION

The **President** — “I, _____, of my own free will, do sincerely promise to abide by the laws of this Association.

I solemnly promise that I will uphold and defend the Constitution of the United States.

I also promise to promote the welfare of the Association, to pay all dues and premiums, and obey all of its laws.

I also promise to keep inviolate the traditional principles of American citizenship to be respectful in work and action to my fellow members, to be considerate to the widow and the orphan; the weak and the defenseless; to defend freedom of thought and expression; and to promote the spirit of fraternity.

I further agree to educate myself and my fellow postal employees in the history and objects of the Association, and to defend to the best of my ability the principles upon which we are organized.

To all of this I pledge my honor to observe and to keep until I may be absolved from this obligation by the Association.

You may lower your right hands, and you are now members of the American Postal Workers Accident Benefit Association, and I give you my right hand of fellowship in full acknowledgment hereof.”

INSTALLATION

(The newly-elected officers will take their places in front of the President’s chair, the President-elect on the right, and Vice-President, Secretary and Treasurer elect in the order here stated. All members will rise and remain standing while the presiding officer administers to the officers collectively the following obligation):

INSTALLATION OBLIGATION

“I, _____, do hereby sincerely pledge my honor to perform the duties of my office as prescribed by the laws of this Association and to bear true allegiance to the American Postal Workers Accident Benefit Association.

I will deliver to my successor in office all books, papers, and other property of this Association that may be in my possession at the close of my official term. I will also deliver all property of the Association to the President of the same upon demand. All of this I solemnly promise with the full knowledge that to violate this pledge is to stamp me as a person devoid of principles and destitute of honor.”

The **President** — “You will now proceed to your respective stations, and perform the duties devolving upon you.” (The outgoing President then surrenders the chair to his successor.)

CLOSING

The **President** — “There being no further business before the State/Local, we will now proceed to close. You will bear in mind your obligation, cherish the American Postal Workers Accident Benefit Association,

zealously pursue its objects, and promote its interests, for in its achievements you will insure advancement for yourselves and your fellow members. By virtue of my office, I now declare this meeting adjourned until our next regular session (unless specially called), when I hope to see you all present."

BOARD OF DIRECTORS

President:	Richard Phillips
National Director:	Wayne D. Maurer
Central Region Director/Vice-President	Keith M. Richardson
Central Region Director	Edward Brennan
Western Region	Scott Parkin
Western Region Director	Marty Schneider
Northeast Region Director	Scott Hoffman
Northeast Region Director	Dana Coletti
Eastern Region Director	David Dunkle
Eastern Region Director	Sherry McKnight
Southern Region Director	Kenyon Beasley
Southern Region Director	Larry Sorrells

HONORARY MEMBERSHIP

Stephen A. Albanese
Lynn Pallas-Barber
Kennith Beasley
Laury Brimm
Tom Brimm
Lester Brown
Tony Carobine
David E Daniel
John E. Durben
Michael B. Ganino Jr.
Hank Greenberg
Cliff Guffey
Jenny Lynn Gust
Thomas McCormick
Gary Neuharth
Elizabeth "Liz" Powell
Larry Young
Vance Zimmerman

**ABA MEMORIAL
HONORARY MEMBER ROLL**

Orrin L. Bradshaw
Willie King
Ray McAteer
Richard “Tiny” Thompson
Michael Tosches
Harry Weaver
Tom Hartos
Larry Brazil
Elaine Drain
Eugene Johnson
Nick Diliberto
William Burrus
John R. Smith
Samuel Anderson
James D. McCarthy

SPECIAL HONORARIUMS

National Director Emeritus (awarded 2004)	Hank Greenburg
National Director Emeritus (awarded 2012)	Michael B. Ganino, Jr.
National Director Emeritus (awarded 2016)	David E Daniel