

CONSTITUTION AND BY-LAWS OF IAFF LOCAL 106 I.A.F.F. Bellingham-Whatcom County Professional Fire Fighters

Revised 4/1/2015

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RULES OF ORDER

ORDER OF BUSINESS

ARTICLE 1 NAME, COMPLIANCE, PURPOSE

1.1 The Name of this organization shall be INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #106 BELLINGHAM-WHATCOM COUNTY PROFESSIONAL FIRE FIGHTERS.

References in this Constitution and By-Laws to "Local" or "Local Union" shall refer to the Local as set forth in section 1.1 above, and references to "Association", "International" or "IAFF" shall refer to the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO-CLC.

This Local Union, it's officers, representatives and members, shall recognize, observe and be bound by the provisions of the Constitution and By-Laws of the IAFF. In addition, all interpretations rendered by the International General President, the resolutions, decisions and directives of the Executive Board or officers of the Association. When made in conformity with the authority granted by the Constitution and By-Laws of the IAFF, and resolutions adopted and policies established by the delegates at convention. Article 13 of the Constitution and By-Laws of the IAFF is recognized as providing the rules governing this local.

1.4 The purpose of this Union shall be the fostering and encouragement of a high degree of skill and efficiency, the cultivation of friendship and fellowship amongst its members, the maintenance of proper remuneration for duty performed, to shorten the hours of labor and to better working conditions.

ARTICLE 2 JURISDICTION

2.1 Jurisdiction shall be as follows; all full-time paid employees engaged in fire fighting, emergency medical or rescue service activities, or related services of the City of Bellingham, Whatcom County Fire Protection District #8, North Whatcom Fire Rescue, City of Lynden, Port of Bellingham, and the South Whatcom Fire Authority.

ARTICLE 3 MEMBERSHIP

3.1 MEMBERSHIP APPLICATION AND PROCEDURES: Application for membership shall be made on regular forms furnished by the Union and accompanied by the initiation fee. Candidates for membership shall be proposed by two members of this Union in good standing. The applicant shall attend a regular meeting of the Local to introduce themselves to the membership and to answer questions from the body. The Applicant is voted on by the members present. Any persons rejected by the Members shall not be again eligible to apply for membership until six months from the date of rejection.

Members, before being admitted to full membership, shall pledge to the following:

“I (name), pledge my honor to faithfully observe the Constitution and By-laws of this Union; to comply with all rules and regulations from the government thereof; not to divulge or make public any of the private proceedings of this Union; to faithfully perform

all the duties assigned to me to be best of my ability and skill; to conduct myself at all times to bear true and faithful allegiance to the International Association of Fire Fighters.”

3.2 ACTIVE: Any person of good moral character who at the time of application is engaged in service within jurisdiction of this Local, as set forth in Article 2, will be eligible for active membership in this Local. Anyone eligible for membership in this Local shall not be refused membership or, upon acceptance, be discriminated against because of race, color, gender, creed, sexual orientation, national origin, or by reason of disability.

3.3 FRATERNAL: Any person of good moral character outside of the bargaining unit such as a Fire Chief, who is engaged in the fire service within the jurisdiction of the Local, will be eligible for an Fraternal membership in this Local. Fraternal members shall pay only regular dues. Fraternal members shall have no vote or voice in the Local, however may attend meetings by invitation of the Executive Board. Fraternal members shall not be allowed a vote at any meeting of the Union and will not represent the Union in any capacity. As outlined in RCW 41.56, the Union will not be obligated to represent these fraternal members in negotiations involving wages, hours, working conditions or grievance procedures. New members to the International shall be subject to the initiation fees and rules as forth in this Constitution and By-Laws.

3.4 RETIREE: Members who have retired from this Local or have otherwise withdrawn as members in good standing may be allowed to return to this Local within five years as active-retired members.

3.5 HONORARY: For meritorious service to this Local or for distinguished public service, persons may be elected honorary members by a simple majority vote. ^{[[SEP]]}
Honorary members shall not pay initiation fees, dues or other charges and shall ^{[[SEP]]} have no voice or vote in the Local. Such membership may be revoked for cause.

3.6 EMERITUS POSITION: May be awarded to past officers of this Local. This position carries with it ex-officio lifetime membership in Local 106. This position furthermore carries with it the duty to advise and consult with the President and/or Executive Board upon their request. Emeritus Position must be approved by 2/3 vote of the membership present at a regular meeting.

3.7 ACTIVE RETIRED: Members who have retired from this Local or have otherwise withdrawn as members in good standing may be allowed to return to this Local as active-retired members. Retired members shall pay dues equal to one-half of the I.A.F.F. dues. Retired members may attend Local meetings and shall have a voice but no vote.

3.8 MAINTENANCE OF GOOD STANDING: Membership in good standing includes any person who has fulfilled the requirements for membership in this Local. Also any person who has not voluntarily withdrawn, become ineligible for continued membership, or been suspended or expelled as provided in the Constitution and By-Laws of the IAFF or of this Local.

3.9 SEPARATION: When any member in good standing is separated from the fire service, the local union may allow said member to retain active membership or in lieu thereof, upon request of said member, shall issue a withdrawal card. This Local may issue withdrawal cards only to

those members who leave the fire service or EMS in good standing or who are precluded by law or local ordinance or contractually from maintaining union membership by virtue of their fire department position. A former member holding a valid withdrawal card will not be charged a reinstatement fee upon reentry into the organization. A member who is duly elected as an officer of the IAFF, or elected or appointed as a representative of or to an affiliated labor organization, shall retain his/her active membership in this Local.

3.10 DELINQUENT MEMBERS: Members who fail to pay their monthly dues or assessments by the fifteenth day following the month such dues are payable shall be notified by the local officer whose duty it is, that they are delinquent. The member will be automatically suspended and lose their good standing status if payment is not made within sixty days following such notification. Delinquent and suspended members are not entitled to vote in Local or International affairs.

3.11 SUSPENDED OR EXPELLED MEMBERS: For any member who may be suspended or expelled from the Union to regain membership status he/she must file application and be admitted the same as a new member.

ARTICLE 4 UNIT STRUCTURE

4.1 ESTABLISHMENT OF UNITS: Initially there shall be six Units – City of Bellingham, WCFD #8, North Whatcom Fire and Rescue, City of Lynden, South Whatcom Fire Authority and Port of Bellingham. Units shall be established for each bargaining unit, or for combined bargaining units with a common employer or who are similarly situated, as approved by the Executive Board. New bargaining units shall be placed in existing Units or a new Unit by the Executive Board.

4.2 UNIT LEADERS: Each Unit shall elect or recruit and appoint worksite leaders, stewards, and other leadership positions as needed. [L]
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ARTICLE 5 MEETINGS

5.1 REGULAR MEETINGS: Regular business meetings of this Local shall be held at a time and location determined by the Executive Board and posted at each manned station and on the Local web site. The Executive Board shall normally meet prior to the regular meeting at a time and place mutually agreed upon. After the Executive Board has been elected for the upcoming year, the meeting location sites will be determined and announced. If a conflict arises with scheduling, the meeting may be rescheduled to an alternate location. There shall be a December meeting during which the nominated candidates for elective office shall address the Local. The December meeting shall also serve as the year-end meeting after which the voting process shall begin. The quorum for general meetings shall be 10% of the current active membership

5.2 SPECIAL MEETINGS: Special meetings may be called by a simple majority vote of the Executive Board. All members in good standing shall be notified of such special meetings at least 48 hours prior to the same. The notice shall state the business to be considered at the special

meeting and no other business than that stated shall be in order at such meeting. Special meetings shall require 20 percent (20%) of the current members for a quorum.

5.3 UNIT MEETINGS: Each Unit shall be encouraged to hold Unit membership meetings on a regular basis but in no case less than one per year. Individual bargaining unit or employer meetings shall be conducted at a time and frequency appropriate for that unit at the discretion of the Unit's Local Executive Board member. The Executive Board may establish guidelines and incentives for holding those meetings. Unit meeting shall be open to all Local members, but the Unit may exclude guests for specific issues.

5.4 RIGHTS OF MEMBERS: Every member in good standing shall have the right to attend any meeting and to participate in such meetings in accordance with the recognized rules as set forth in the manual of parliamentary procedure adopted by this Local. Members shall conduct themselves in such a manner as not to interfere with the legal or contractual obligations of the IAFF or of this Local.

5.5 RULES FOR MEETINGS: The rules contained in "Atwood's Rules for Meetings" shall govern the meetings of this Local in all cases as not in conflict with this Constitution and By-Laws, or the Constitution and By-Laws of the International, or interpretation of these documents.

5.6 CONVENTIONS: When the International Association of Fire Fighters and/or the Washington State Council of Fire Fighters conventions are scheduled, any regular union meetings and/or unit meetings that will not have a presiding officer available shall be rescheduled so as not to interfere with an officer's duty as a delegate.

ARTICLE 6 OFFICERS and ELECTIONS

6.1 PRINCIPAL OFFICERS: The principal officers of this Local shall consist of a President, Vice-President, and Secretary-Treasurer and shall be elected at-large.

6.2 AT-LARGE OFFICERS: At-large officers shall be the Trustees.

6.3 EXECUTIVE BOARD MEMBER: Executive Board members shall be elected by the Units. Units shall have one Executive Board Member for up to 31 unit members, two Executive Board Members for 31 up to 61 unit members, and three Executive Board Members for over 60 unit members.

6.4 APPOINTED OFFICERS: The Political Action Chair, and Recording Secretary shall be appointed by the President and confirmed by the Executive Board. The President may choose to contract for a Recorder in place of appointing a Recording Secretary from the Local membership.

6.5 TERM OF OFFICE: All terms of office shall begin on January 1. The term for the President, Vice President, and Secretary-Treasurer shall be three years elected in alternating years. Executive Board Members shall be two years positions. The term for Trustee shall be three years elected in alternating years.

6.5.1 TRANSITION TO THREE YEAR CYCLE FOR PRINCIPAL OFFICERS (2015): In order to facilitate a smooth transition from the 2 year elected terms to the 3 year term cycles for Principal Officers in 2015, the following election cycles will be utilized:

President elected to a 2 year term for 2015 and 2016; next election will be held for 3 year term of 2017, 2018, 2019 (election years 2014, 2016, 2019, 2022)

VicePresident elected to a 3 year term for 2016, 2017, 2018 (election years 2015,2018, 2021)

SecretaryTreasurer elected to a 2 year term for 2016, 2017 and subsequent 3 year terms for 2018, 2019, 2020 (election years 2015, 2017, 2020)

6.6 ABSENCE: Should any officer absent himself/herself from three consecutive Executive Board or Local meetings without reasonable excuse, his/her office shall be declared vacant and it shall be the duty of the President to order an election to fill such vacancy and to appoint an officer during the interim.

6.7 SUCCESSION: Officers of the Local shall serve until the election and installation of their successors, unless removed from office as provided in the Constitution and By-Laws of the I.A.F.F. or this Constitution and By-Laws.

6.8 ELIGIBILITY FOR OFFICE: Any active member in good standing of this Local shall be eligible to declare candidacy for election as an officer. No elected officer shall be entitled to hold more than one office at the same time. Should a Member wishing to declare candidacy for a position be unable to attend the declaration of candidacy meeting, the member shall notify the Secretary / Treasurer of their candidacy in writing prior to the meeting.

6.9 RIGHTS OF CANDIDATES: Every candidate for office shall have the right to the distribution of campaign literature, by mail or otherwise, to all members in good standing, at the candidate's own expense. A "candidate for office" includes all positions on the Executive Board and the Trustees of this Local. There shall be no discrimination in favor of, or against, any candidate with regards to membership lists.

6.10 FUNDS PROHIBITED IN ELECTIONS: No funds received by this Local through initiation fees, dues, assessments, or otherwise, shall be contributed or applied to promote the candidacy of any person in an election to office in this Local. This section does not prevent the expenditure from the local's funds for notices, factual statements of issues and other necessary expenses to conduct an election, so long as they do not involve the promotion of any candidate.

6.11 DECLARATION OF CANDIDACY: All members in good standing shall be given at least fifteen (15) days notice in writing, sent by mail, of the date, time and place at which a declaration of candidacy can be made. The declaration of candidacy meeting shall be held one meeting prior to the December meeting. Any member in good standing may declare candidacy for expiring terms of office.

6.12 ELECTIONS: Each member in good standing shall be provided an election ballot by U.S. Mail at least (30) days prior to the December Meeting. The election ballots shall be returned by U.S. Mail to the Union no later than the day of the December Union meeting. All members in good standing shall have the right to vote for the President, Vice President, Secretary-Treasurer, and Trustee's. The election results shall be announced at the December meeting. Write-in and/or proxy voting will not be permitted. If there is only one candidate for any given office then the candidate shall be declared elected by "acclamation". If there are multiple candidates for an office, and no single candidate receives a majority of ballots cast, a "run-off" type of ballot shall be used to determine the winner. The "run-off" ballot shall be mailed using the same procedure as the initial ballot. If the final ballot of any officer election results in a tie between the candidates, the winning candidate for office shall be selected by the drawing of lots in the presence of both candidates.

6.13 ELECTIONS COMMITTEE: The President shall appoint an Elections Committee which shall be responsible for oversight of the distribution and tabulation of the ballots. The Elections Committee shall be the Trustees and one representative from each Unit. Each candidate may appoint an observer.

6.14 BALLOTS PRESERVED: The Secretary-Treasurer shall preserve the ballots and all other records of an election for a period of one year.

6.15 OFFICE VACANCY: When an at-large office becomes vacant because of death, resignation, or removal of the incumbent, the Executive Board shall elect a successor by majority vote no later than thirty days from the date of vacancy. When a Local Officer position becomes vacant by reason of death, resignation, or removal of the incumbent, the respective unit shall elect a successor by majority vote no later than thirty days from the date of vacancy.

6.16 AFFIRMATION OF OFFICE: Before entering upon the duties of their respective offices the newly elected officers shall subscribe to the following affirmation of office from the manual of common procedure of the International Association of Fire Fighters:

"I, (name), do hereby pledge my honor to perform the duties of my office as required by the Constitution of this Union, to bear true and faithful allegiance to the International Association of Fire Fighters, to deliver all books, papers, and other property of the Union that may be in my possession at the end of my term to my successor in office, and at all times to conduct myself as becomes a member of this Union."

6.17 REMOVAL FROM OFFICE: Officers of the Local may be removed for cause. A 2/3 vote of the Executive Board will refer the officer's removal to a referendum vote (in order to comply with Federal labor law regarding the recall of those officers that serve as Delegates to the IAFF Convention by virtue of their office, the above referenced referendum vote for recall shall be a secret ballot) which will require a 2/3 majority of those voting to affirm the removal from office.

6.18 SUCCESSION OF PRINCIPAL OFFICERS: When a Principal Officer declares their intent to vacate or is not re-elected, the Executive Board will be tasked with succession planning. This shall include the autonomy to assign appropriate transitional compensation.

ARTICLE 7 DUTIES of OFFICERS

7.1 **PRESIDENT:** It shall be the duty of the President to preside at all meetings of the Local and at meetings of the Executive Board. The President shall be the executive head of the Local and shall appoint such committees as may be provided for in this Constitution and By-Laws and such special committees as may be authorized by the Local. The President shall be a member ex-officio of all committees. The President shall have the authority to sign any and all documents on behalf of the local, including all orders and checks lawfully and properly drawn. In addition the President shall enforce strict observance of the Constitution and By-Laws of the International as this document relates to this Local, and the Constitution and By-Laws of this Local. The President shall have general supervision of the activities of the other officers and chairs of committees. The President shall also attend all Executive Board meetings. The President or his/her designee shall attend Labor Management Committee meetings and any other scheduled meetings in which the Local should be represented.

The President shall discharge on behalf of the Local such duties as may be imposed upon him/her by applicable law, including the execution and filing of any reports to federal or state authorities, and shall cause to be maintained by the Local such records as the law requires to be kept in support of the reports filed by it.

7.2 **VICE PRESIDENT:** the Vice President shall assist the President in such a manner as the President may determine. In the absence of the President, the Vice-President shall preside at meetings of the Local and of the Executive Board. The Vice-President shall have authority to sign any and all documents on behalf of the Local, including any orders or checks lawfully and properly drawn. If the office of President becomes vacant, the Vice President shall be acting President until the office of President is filled according to this Local's Constitution and By-Laws. The Vice President shall serve as the Collective bargaining agreement coordinator: working with individual bargaining units on developing their proposals. The Vice President will chair the Grievance Committee. The Vice President and an appropriate Unit Leader shall represent members in disciplinary proceedings

7.3 **SECRETARY-TREASURER:** The Secretary-Treasurer shall keep a record of all proceedings of the Union and read them when requested to do so by the President. He/she shall also keep a record of all amendments to the Constitution and By-Laws and perform such other duties as the Union may from time to time direct. He/she shall keep a correct account between this Union and its members. He/she shall be custodian of the seal of this Union. He/she shall announce all withdrawals cards issued at the next regular meeting after their issuance. He/she shall collect all dues, fines, and assessments, and initiation fees giving a proper receipt therefore, announcing all receipts and disbursements at each meeting. He/she shall keep a correct record of all money received and expended and make a financial statement to the Union at each regular meeting. He/she shall bring before the Union the matter of all per capita taxes due affiliated organizations and any other business between such organizations and this Union. He/she shall notify members in-arrears of the amounts due. He/she shall pay all bills necessary and vital to the proper function of Union activities, and all other bills when ordered to do so by the Union. He/she shall submit the books and receipts to the Trustees for their audit and approval when called upon to do so and at the expiration of his/her term shall turn over to his/her successor all money and property of the

Union that may be in his/her possession. He/she shall be custodian of the Union financial accounts.

The Secretary-Treasurer shall discharge on behalf of the local union such duties as may be imposed upon him/her by applicable law including the execution and filling of any reports of Federal and State authorities, and he/she shall cause to be maintained by local union such records as the law required to be kept in support of records filled by it. The books and accounts of this local union shall be audited annually and the last such report of the audit shall be forwarded to the General Secretary-Treasurer over the seal of the local not later than the 1st of June annually. All funds of the Union in the bank and credit union shall be subject to order signed by the President and the Secretary-Treasurer. The Secretary-Treasurer shall also be responsible for making financial contributions from the Locals political account under the direction of the Executive Board.

The Secretary-Treasurer shall be responsible for assembling all Unit Minutes into a master file for the Local.

7.4 RECORDING SECRETARY or RECORDER: The Recording Secretary or Recorder shall keep an accurate record of all meetings of the Local and Executive Board.

7.5 EXECUTIVE BOARD MEMBER: These Board members shall be responsible for keeping the President informed of any problems and/or developments which may affect the Local or its members. These Executive Board Members shall be the representatives of the Local to their Unit.

7.6 POLITICAL ACTION CHAIR: The Political Action Chair shall discharge on behalf of the local union such duties to include: candidate endorsement interviews; coordination of sign making and other candidate political action; management and reporting of Local #106 political funds; informing the membership on current fire fighter legislation at the local, state, and federal level, and attending executive board meetings.

7.7 POLITICAL ACTION OBJECTIVES/PRIORITIES: The President, Secretary-Treasurer, Vice President, Executive Board and Political Action Chair shall share the responsibility of delivering the Locals Political objectives/priorities to elected leaders at all levels of government.

7.8 EXECUTIVE BOARD: The Executive Board shall consist of the President, Vice-President, Secretary-Treasurer, and Executive Board Members. It shall be the duty of the Executive Board to transact such business as may from time to time be necessary for the welfare of the Union. It shall have the authority to act in the name of the Local during the intervals between meetings, such acts being subject to confirmation by the general membership at the next regular meeting of the Local. It shall be the duty of the Executive Board to investigate all accusations against any officers or members of the Union for violation of any provisions of the Constitution or By-Laws of the Union. Any accusations for charges submitted to the Board shall be filed with the Secretary-Treasurer and he/she shall refer the report to this Union for final action to be acted upon according with the I.A.F.F. Constitution and By-Laws. It shall be their duty to supervise all acts and bills before the Legislature, City Council, and Chief of the Fire Department, which affect the interest of this Union and report the same to this Union for the purpose of education,

discussion, and action. They shall propose from time to time the compensation of officers of the Union and submit same to the Union for approval by a ballot vote. Special meetings of the Executive Board may be called at any time by the request of the majority of the Board. It shall be the duty of the Executive Board to exercise general supervision and control of the invested funds and property of the Local. It shall have the authority to act in the name of the Local during the intervals between meetings, such acts being subject to confirmation by the general membership at the next regular meeting of the Local. It shall meet prior to the regular meetings of the Local. In case of an emergency, the Executive Board shall have the authority to incur expenses in the name of the Union not in excess of the amount of five hundred (\$500.00) in excess of budgeted amounts. A majority plus one of the Executive Board shall constitute a quorum.

7.9 BOARD OF TRUSTEES: The Board of Trustees shall audit the books of the Local at least once a year and at other such times as they deem advisable. The Trustees shall report their findings of the annual inspection of the books to the Executive Board. The Trustees shall also give input and advice on investment policies of the Local's funds.

7.10 BONDING: All officers and employees of the Local who handle funds or ^[L]_[SEP] property shall be bonded in such amounts as may be required by the Board of Trustees and the International General Secretary-Treasurer, in compliance with applicable law. The Local shall have sufficient bond to cover at least 10% of its current liquid assets. The expense of the first \$5000 of bond shall be borne by the International. The Local shall pay any additional premium, if necessary.

ARTICLE 8 DELEGATES AND ALTERNATES

8.1 When delegates will be representing this Local at the International Association of Fire Fighters and/or the Washington State Council of Fire Fighters conventions, the President and Secretary-Treasurer by virtue of their election, shall be delegates. If the President or Secretary-Treasurer is unable to attend the convention of the association, the Vice President shall attend in their delegate position. If the Local is eligible for three or more delegates, the President, Secretary-Treasurer and Vice President shall be delegates by virtue of their office. The election notice and ballots for these Officers shall identify that they will serve as delegates to the IAFF Convention by virtue of their election to office.

8.2 The members in good standing must elect any other delegate or alternate to the I.A.F.F. or W.S.C.F.F. convention. Members of the Executive Board shall be primary candidates as delegates and alternates of this Local to the convention of the W.S.C.F.F. and I.A.F.F. The election of delegates shall be by ballot vote. The credentials of delegates and alternates must certify to the method of election.

ARTICLE 9 FEES, DUES, AND ASSESSMENTS

9.1 INITIATION FEES: New members to the IAFF and this Local shall be assessed an initiation fee of \$100. If the new member is a transfer with a valid withdrawal card from another IAFF Local, the initiation fee shall be \$90.00 and they will be considered an active member from the date of employment.

9.2 MONTHLY DUES shall be calculated annually in January at 1.7 % of the average of the two highest bargaining unit's Top Step Fire Fighter's monthly wage.

9.3 ASSESSMENTS may be made only by a ballot vote. Each member shall be notified in writing at least thirty (30) days in advance of the date on which the vote for an assessment is to occur. The proposed assessment shall become effective upon a majority vote of the members in good standing, at a general or special meeting.

9.4 WITHHOLDING: Members shall authorize their employer to withhold from each member's monthly paycheck, the appropriate amount for dues, assessments, and unit specific assessments each month and forward one check to Local 106, in accordance with current labor agreements.

9.5 REINSTATEMENT FEES shall be commensurate with the reinstatement fee charged by the I.A.F.F. and the W.S.C.F.F. plus all-back dues and assessments payable to the Local. The payment of back dues and assessments shall not apply to members granted a leave of absence by the Local.

9.6 Changes in rates of initiation fees, reinstatement fees, dues or assessments shall be communicated to the members in good standing at least thirty days in advance of the date on which the vote for such change is to occur. The proposed changes shall be effective upon a majority ballot vote of the members in good standing, at a general or special meeting.

ARTICLE 10 MISCONDUCT, TRIALS & APPEALS

10.1 Any member charged with misconduct as defined in Article XV of the International Constitution and By-Laws shall be served with written specific charges as required by Article XVI of the International Constitution and By-Laws and be given a reasonable time to prepare their defense and afforded a hearing as provided in Article XVII of the International Constitution. Appeals may be made in accordance with Article XVIII of the International Constitution and By- Laws.

ARTICLE 11 AMENDMENTS

11.1 This Constitution and By-Laws may be amended by a two-thirds ballot vote. All members in good standing shall be notified of the proposed amendment at least thirty (30) days in advance of the meeting at which the vote will be taken. All proposed amendments must be submitted in writing prior to being considered.

11.2 Amendment(s) to this Constitution and By-Laws shall be submitted for approval to the International General President prior to its printing or issuance.

ARTICLE 12 ANNUAL BUDGET & EXPENSES

12.1 The Secretary-Treasurer shall prepare an annual budget and present it to the Executive Board for approval prior to presentation at the last scheduled meeting of the calendar year. The annual budget shall be approved at the last regular or special meeting of the year. The purpose of this budget is to give guidance on the disbursement of the Local's funds. Any change in excess of \$2500 shall require a majority ballot vote of the members. The Secretary-Treasurer shall make reports to the membership at regular meetings or as needed in the case of major financial changes.

12.2 The Trustees shall be the Financial Committee of the Local to oversee investments, federal income taxes, audits, reports and other financial matters as they see fit. However this committee is not authorized to make specific transactions without the approval of the membership. They can do research, give reports, and make recommendations only.

12.3 The Recording Secretary or Recorder shall be compensated in accordance with an amount set by the Executive Board and approved by the membership in the annual budget.

The monthly salary for the other Officers of this Local shall be calculated annually on January 1. It shall be equal to a percentage of the average of the two highest bargaining unit's Top Step Fire Fighter's monthly wage times the number of Local Active Members in good standing. The percentage of compensation shall be:

President – 0.09%
Secretary-Treasurer – 0.09%
Vice President – 0.09%
Political Action Chair – 0.04%

12.4 Compensation shall be taken monthly during the term of the officer. If the term of any officer is not fulfilled for any reason and the officer has taken full or partial payment, the amount received beyond the actual amount earned shall be reimbursed to the Local.

12.5 The Local shall reimburse expenses incurred by the officers or members while performing official duties as outlined in this document and Local budget guidelines. Records and receipts must accompany the request for reimbursement.

12.6 If an officer is assigned to duty, the Local shall pay another Local member for work replacements for the purpose of performing union business at the rate established in the Local budget guidelines.

12.7 Members representing the Local at schools, conferences, conventions or other union business are entitled to direct expense coverage or reimbursement for meals. Said Meals shall be consistent with Local budget guidelines. Expenses authorized for reimbursement of actual expenses shall include travel, registration, hotel accommodations, mileage and parking. Mileage shall be paid at the maximum rate allowed by current IRS regulations. In addition, work replacements will be provided for these members in accordance with Local budget guidelines.

12.8 Members who serve on the negotiations team will be paid at the current Local work replacement rate for their time in contract bargaining sessions. Payment is at the discretion of the member and a request voucher stating the number of hours must be submitted to the Secretary-Treasurer.

ARTICLE 13 GRIEVANCES

13.1 A grievance committee of three members shall be established. The committee shall be the Vice President, one member from the affected unit, and another Local member. It shall be their duty to impartially investigate any grievance placed before the Union.

13.2 The committee shall report its findings to the Executive Board. The Executive Board will act as it deems fit.

ARTICLE 14 CONTRACT NEGOTIATIONS

14.1 The membership of the affected bargaining unit shall appoint a negotiation team of at least three people, including a Principal Officer. This team shall represent the Local/Bargaining Unit in all negotiations for the contract or item being negotiated and for any amendments or changes during the term of the particular agreement.

14.2 The contract shall be subject to final ratification by the members of the Bargaining Unit affected. The ratification vote will be by ballot vote and shall pass by a simple majority.

ARTICLE 15 BALLOT VOTES

15.1 Referendum Votes shall be via the U.S. Mail 30 days in advance of the Local meeting at which the results will be announced and will be used in the following instances: election of Local Union Officers; a 2/3 vote of the Executive Board to refer a matter to a referendum vote; and removal from office.

15.2 Ballot votes shall be a secret ballot distributed at the Local Union Meeting and shall be used in the following instances: authorization of non-budgeted expenses in excess of \$2,500; changes to the Constitution and By-Laws; and all other business matters before the Local which have been deemed by a majority of the membership at a Local Union Meeting or Executive Board to require a 30 day posting and a vote by secret ballot.

15.3 Unit Leader elections as well as collective bargaining agreement (CBA) ratification votes shall be conducted at the Bargaining Unit involved following that Unit's procedures. If the individual bargaining unit has no specific procedures, the following shall apply: at least a 7 day notice of the CBA ratification meeting time and place and the vote shall be by secret ballot, for unit leader elections, at least a 15 day notice of the declaration of candidacy meeting time and place, then another 15 day notice of the time and place of the secret ballot election.

15.4 Ballot votes shall be secret and the right to vote shall be open to all active members of the appropriate units in attendance at the Local Union Meeting. Unless otherwise specified by this Constitution and By-Laws, the Executive Board shall determine balloting procedures to be used.

ARTICLE 16 DEFINITIONS

FISCAL YEAR: January 1, through December 31 of the same year.

LEAVE OF ABSENCE: Official permission to be absent from the Local for a considerable length of time. This leave shall be granted by a simple majority vote at the meeting at which the written or in person request is presented. Only International and State Council dues shall be assessed, unless the member obtains a withdrawal card from the International. A member returning from a Leave of Absence shall not be assessed any Local initiation fees or back dues incurred during the absence.

APPLICABLE LABOR AGREEMENT: The labor agreement in force for the time period applicable to the specific issue for the appropriate bargaining unit.

WORK REPLACEMENT: Providing a replacement for on-duty personnel, in the event their presence is needed to conduct official union business.

WORK REPLACEMENT RATE: Hourly rate established in the Annual Budget.

AVERAGE TOP STEP FIRE FIGHTER WAGE: The average of the current Top Step Fire Fighter's monthly wage(s) of the two highest fire fighter bargaining units represented by this Local.

BALLOT VOTE: A measure or issue submitted to a secret ballot vote of the entire Union, Unit, or Bargaining Unit.

ARTICLE 17 RESPONSIBILITIES OF MEMBERS AND LOCAL

17.1 Member Obligation to Bylaws and Fellow Members. Every member by virtue of membership in this local is obligated to abide by these Bylaws and the International Constitution and Bylaws with respect to rights, duties, privileges and immunities conferred by them. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members. ^[17]_[SEP]

17.2 Authority of the Local Regarding Members. Every member by virtue of membership in the Local authorizes the Local to act as exclusive bargaining representative with full and exclusive power to execute agreements with the employer governing terms and conditions of employment and to act for the member and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of employment with such employer, in such manner as the Local or its officers deems to

be in the best interest of the Local. The Local and its officers and representatives may decline to process any grievance, complaint, or dispute if in their reasonable judgment such grievance or dispute lacks merit. [L] [SEP]

17.3 Responsibilities of Members toward Officers and Representatives of the Local. No member shall interfere with the elected officers or representatives of this organization in the performance of their duties and each member shall, when requested, render such assistance and support in the performance of such duties as may be required of them, provided that this does not interfere with their individual rights as members. Each member and officer shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by the local of its legal or contractual obligations. Members shall not interfere with the bargaining unit work of other bargaining units. [L] [SEP]

RULES OF ORDER

- 1) No motion shall be received or laid before the Union unless moved by two members, nor open for discussion until stated by the President. When a question is before the Union no other motion shall be in order except; 1st - to lay on the table; 2nd - the previous question; 3rd - to postpone; 4th - to refer; 5th - to commit; 6th - to amend, which shall have precedence in the order in which they are arranged. The first two shall be decided without debate.
- 2) When a member speaks he/she shall arise and address the presiding officer confining himself/herself strictly to the merits of the question under consideration. He/she shall not be interrupted while speaking except by the presiding officer, who may call the member to order or admonish him/her to a closer adherence to the question.
- 3) No member shall speak more than once on the same subject or question until all who wish to speak have had an opportunity to do so, nor more than twice without permission of the President.
- 4) If two or more members arise at the same time to speak, the President shall decide who is entitled to the floor.
- 5) If a member, while speaking, is called to order, the member shall take his/her seat until the question of order is decided, then, if permitted, the member may proceed again.
- 6) Questions of order shall be decided by the President without debate.
- 7) A motion passed on a given subject shall not be reconsidered for a period of ninety (90) days. Exception - A motion passed, that would be detrimental to the membership, can be brought before the Union at any time by the Executive Board.
- 8) No business can be taken up except in the regular order prescribed, unless upon motion, such irregularity shall be sanctioned by a majority of the members present.

9) Subsequent to three members speaking for and three members speaking against a motion, a call for the question is in order. Until this is decided, it shall preclude all further amendments to the main question and all debate.

10) In the absence of other authority, the deliberations of this Union shall be governed by "Atwood's Rules for Meetings."

ORDER OF BUSINESS

1. Opening
2. Roll Call of Officers and Members
3. Applications for Membership
4. Introduction and Interview of Candidates for Membership
5. Voting on Membership
6. Initiation of Members
7. Reading of Minutes
8. Financial Report
9. Reports of Officers and Committees
10. Unfinished Business
11. Communications and Bills
12. Reports of Trustees
13. New Business
14. Good and Welfare
15. Drawing of Jackpot
16. Closing