

## **ARTICLE 1- NAME**

The name of this organization shall be " Professional and Technical Employees, Local 17", hereinafter referred to as the Local.

## **ARTICLE 2 - OBJECTIVES**

The objectives of this organization are to elevate the economic status of its members by establishing higher standards of skills, providing job security, improving the general working conditions and securing, by legal and recognized means, adequate and proper compensation and benefits for its members.

## **ARTICLE 3 - AUTHORITY**

The policies and practices of the Local shall be determined by the membership through its elected representatives subject to the limitations of this Constitution. The authority of the Local shall be in the following order:

1. The Regional Executive Committee
2. Executive Board
3. Executive Director

## **ARTICLE 4 - REGIONAL EXECUTIVE COMMITTEE**

A. The Regional Executive Committee (REC) shall consist of the Local's Executive Board and of representatives from each Chapter in the ratio of one representative for each seventy five members, or a majority fraction thereof. Each Chapter, however, shall have a minimum of one representative. The Chapter membership on September 1st of each year will be used to determine the number of delegates for the following year. A quorum shall consist of a majority of the duly elected REC members.

B. The Regional Executive Committee meetings will be held on a Saturday in the Winter, Spring and Fall, the specific date and location to be determined by the Executive Board. One meeting per year may be substituted with a day of training upon approval of the REC. Regular meeting dates may be changed by a majority vote of the Executive Board. Additional meetings may be called by the Executive Board or by a majority of the Regional Executive Committee.

C. The Regional Executive Committee shall be the policy making body of the Local. Its decisions shall be final and binding. However, decisions may be referred to the membership by a mail ballot, if requested by a majority of the representatives present at a Regional Executive Committee meeting. A majority of the ballots cast by the membership shall determine the outcome.

D. Minutes of Regional Executive Committee meetings shall be distributed to each REC delegate as soon as possible, but no later than 60 days after the REC meeting. Delegates shall be expected to report on such minutes and proceedings of the REC to their respective Chapters.

E. Transportation and other essential items of expense shall be allowed in accordance with current policy adopted by the REC.

F. The REC delegate list will be revised annually from Chapter election results and the complete list will be provided to REC delegates at the first REC meeting of the year and to members upon request.

## **ARTICLE 5 - EXECUTIVE BOARD**

### **Section 1 - The Executive Board**

A. The Executive Board of the Local shall consist of the officers of the Local: President, Vice President, Secretary-Treasurer, and three (3) Trustees. A quorum shall consist of a majority of the Board members.

1. The Executive Board will meet on the second Tuesday of each month unless scheduled otherwise. The Executive Board shall establish a calendar of meeting dates at the first meeting after installation. The Executive Board shall meet upon call by the President or a majority of the Board and shall act upon matters referred to them.

2. The Executive Board shall represent the Local between meetings of the REC when urgent business requires prompt and decisive action.

3. The Executive Board shall have financial oversight responsibility for the Local's bank accounts, resources and expenses. The Executive Board shall require the Executive Director to produce, at least annually, an audit of the Local's financial records and accounts. The Executive Director shall retain the service of an independent certified public accountant to prepare such audit, the

results of which shall be summarized in writing and submitted to the Executive Board and then the REC for review. The Executive Board shall also draw up a budget consistent with the income of the Local and submit it to the REC at least once a year.

4. The Executive Board shall be bonded as required by law and shall not at any time hold more money than the amount of the bond.

5. The Executive Board shall examine and act upon the Executive Director's activity report. The activity report shall include but not be limited to a monthly statement of income and expense and the presentation of all invoices payable.

6. The Executive Board shall act on the membership report and dues refund requests.

B. No member of the Local shall run for more than one Executive Board office concurrently.

C. The Executive Board shall be elected for terms of three (3) years or until their successors have been duly installed. The Executive Board member's term of office shall be staggered so that two positions are subject to election each year, specifically one Trustee position and one other Board position.

D. Installation of newly elected Board members shall be the first order of business at the first REC meeting following their election.

E. The Executive Board shall receive reimbursement for expenditures made in carrying out their duties, and may receive compensation for their time, in amounts to be set by the REC.

1. The President may contract expenditures with approval by the Executive Board. Any such expenditures must be justified and brought before the Executive Board at its next meeting.

2. The Secretary-Treasurer may contract expenditures with approval by the Executive Board. Any such expenditures must be justified and brought before the Executive Board at its next meeting.

## Section 2 - President

A. The President shall preside at all meetings of the Local, the Executive Board and the REC. The President shall preserve order and enforce the Constitution and Policies of the Local. The President shall decide all questions of order, subject to appeal. The President shall have the deciding vote in case of a tie.

B. The President may appoint committees as necessary and is an ex-officio member of all committees.

## Section 3 - Vice President

A. The Vice President shall assist the President in the discharge of official duties and shall act as President in the absence of the President.

B. In the absence of both the President and Vice President, a member of the Executive Board, chosen by a majority of the Board, may call the meeting to order and shall act as President pro-tem.

## Section 4 - Secretary-Treasurer

A. The Secretary-Treasurer shall record and preserve accurate minutes of all meetings of the REC and the Executive Board.

B. An itemized financial statement of income and expense shall be presented at each meeting of the Regional Executive Committee. The statement shall cover the months up to the month prior to the REC meeting.

## Section 5 - Trustees

The Trustees shall be voting members of the Executive Board with full oversight responsibilities and signatory authority on the Local's bank accounts.

## **ARTICLE 6 - EXECUTIVE DIRECTOR AND UNION REPRESENTATIVES**

A. The Local may employ an Executive Director by majority vote of the Regional Executive Committee.

B. The Regional Executive Committee shall establish criteria for applicants for the position of Executive Director which should include managerial experience and labor relations expertise sufficient to indicate an ability to perform the duties of the

position. Applicants for this position shall present applications to the Local 17 hiring committee. The hiring committee shall be comprised of the Executive Board and six (6) REC delegates from city, county and state units and shall be appointed by the President. The hiring committee shall examine the qualifications of the applicants, interview candidates deemed most qualified, and present a finalist to the REC for approval.

C. The Executive Director's contract shall be for a period of three (3) years, subject to renewal. The Executive Director shall be subject to removal by a majority vote of the Regional Executive Committee.

D. Should it be necessary to fill the position of Executive Director between Regional Executive Committee meetings, the Executive Board shall examine the qualifications of all applicants and make an interim appointment.

E. The Executive Director shall be the official representative of the Local in all matters affecting the progress, interest, and welfare of the Local and its individual members. The Executive Director shall assist the Executive Board of the Local in the performance of its duties. The Executive Director or the Director's designee shall sign all Local 17 labor agreements and memoranda of understanding.

F. The Executive Director may contract expenditures in the name of the Local in accordance with the budget adopted by the REC. The Executive Director may contract expenditures for routine office administration and regular Local meetings. Other expenditures must be justified and brought to the Executive Board prior to entering into any contract.

G. The Executive Director shall be an ex-officio member of the Regional Executive Committee, but without vote.

H. The Executive Director has the sole authority to hire/terminate employees of Local 17 after the position has been approved by the REC. Employees of the Local shall be under the direct supervision of the Executive Director.

I. The rate of pay of the Executive Director shall be set by contract approved by the Regional Executive Committee. All collective bargaining agreements covering Local 17 employees are subject to approval by the REC.

J. The Executive Director shall be bonded as required by law and shall not at any time hold more money than the amount of the bond.

K. The employees of Local 17 shall not make loans to any members or be granted loans from the Local.

L. The Executive Director shall be authorized to sign payroll, compensation, and benefit checks for all approved employees.

M. The Executive Director or the Director's designee shall receive and record all funds paid into the Local and shall deposit such funds in the name of the Local.

N. The Executive Director or the Director's designee shall keep a correct account of each member and shall maintain the official record of membership.

O. The collection of dues, initiation fees, assessments, etc., shall be the responsibility of the Executive Director.

P. The Executive Director shall receive approval from the Executive Board before organizing any new units. Representation of staff members of other labor organizations is prohibited.

## **ARTICLE 7 - CHAPTERS**

### **Section 1 - Purpose**

A. The purpose of Chapters shall be to provide a forum for members to come together to discuss the affairs of their union and the labor community. Chapters address issues pertaining to their workplaces and seek solutions to workplace problems through their union and the collective bargaining process. Chapters participate in the governance of their union through the election of delegates to the REC.

B. The Regional Executive Committee may establish, or dis-establish, Chapters of Local 17 where concentration of membership or community of interest warrant. Members of a bargaining unit in a designated geographical area are allowed to transfer membership to a Chapter which will serve them better.

C. To form a Chapter, a petition signed by no less than seven (7) members in good standing who reside or work in the area where the Chapter is to be formed shall be sent to the office of the Local. The petition shall be considered by the Executive Board, which shall make a recommendation to the REC. Final decision on the formation of the Chapter shall be made by vote of the REC.

## Section 2 - Meetings

A. It shall be the responsibility of the Chapter members to establish the date, time, and place of regularly scheduled or emergency meetings. It is recommended that Chapters hold at least one meeting per year.

B. Fifteen (15) members or 10% of the Chapter membership, whichever is less, shall constitute a quorum at a regular or special meeting. Five (5) members shall constitute a quorum for Chapters with a total membership in good standing of less than fifty (50) members.

## Section 3 - Chapter Officers

A. The officers of the Chapters shall be President, Vice President, and Secretary-Treasurer and delegates to the REC. However, at the Chapter's discretion, the office of Secretary-Treasurer can be divided into two separate offices, Secretary and Treasurer. These officers shall be elected in accordance with Article 8, Nomination and Election Procedures.

B. It shall be the duty of the Chapter President to preside at meetings of the Chapter, to preserve order, and to enforce the rules, policies, and practices of the Chapter and directives of the REC in accordance with the Constitution and Policies of the Local.

C. The Vice President shall assist the President in the discharge of duties and shall be the presiding officer in the absence of the President.

D. The Secretary-Treasurer shall record and preserve accurate minutes of all meetings of the Chapter and forward copies of the minutes to the Local's office. The Secretary-Treasurer shall make deposits in, and disbursements from, the Chapter treasury as directed by the Chapter.

E. The Chapter officers are accountable to Local 17 for the funds held by the Chapter in the following manner:

1. The Chapter must open a savings and/or checking account using the name of the Local along with the Chapter name and direct the bank statements to the Local 17 office. Office staff will forward statements to the Chapter Treasurer

after photocopying them. The account(s) must be two (2) signature account(s) with at least three (3) authorized signatures on file at the bank.

2. The Chapter must mail to the Local 17 office a quarterly financial report within 30 days after the end of each quarter, retaining a copy for Chapter files. Receipts for expenditures are to be attached.

3. Chapter quarterly financing checks will not be sent until the financial report and the minutes of any meeting held during the quarter are received. Claims over twelve (12) months in arrears shall be considered invalid and result in forfeiture of the affected quarterly financing.

#### Section 4 - Meeting Procedures

##### Chapter Meeting Procedure - Order of Business

1. Call meeting to order
2. Establish a quorum
3. Read and adopt minutes of previous meeting
4. Communications
5. Reports
6. Old business
7. New business
8. Good of the order
9. Adjourn

The above order of business may be departed from upon two-thirds vote of those present in order to take care of any urgent matter(s) that may arise.

## **ARTICLE 8 - NOMINATION AND ELECTION PROCEDURES**

### Section 1 - Regional Executive Committee and Chapter Nomination/Election Procedures

A. The nomination procedures for REC delegates and for Chapter officers are outlined as follows:



1. The Chapter President shall appoint an Election Committee Chair and Election Committee members as needed who will supervise the nominations, the election, and count the ballots. The Election Chair and Committee members shall not be candidates for any office being voted on in the current election.
2. To be eligible for nomination to any position, a member must have been in good standing in the Local for a period of at least six (6) months immediately prior to election.
3. Chapter officers shall not hold more than one office at a time, but can be elected to any other position for which they are eligible, for example Labor Council delegate or REC delegate.
4. All REC delegates and Chapter officers shall be elected for a term not to exceed three (3) years.
5. Chapters shall determine whether their nomination/election process will be by meeting or by mail. All Chapter members shall be notified of the nomination and election dates, times, place and deadlines at least fifteen (15) days prior to the last date for submitting nominations.
6. Nominations of officers and delegates shall take place prior to December 1st of the year in which a term of office will expire.
7. Nominations made by mail or at a Chapter meeting held for nominations may not be reopened once nominations for the affected offices are closed.
8. Nominations may be in writing or in person and must be received before the close of nominations for the affected office. The Election Committee Chair shall validate all nominations prior to the election.

B. The election procedures for the REC delegates and for Chapter officers are outlined as follows:

1. The election of officers and delegates shall take place prior to January 1st of the year following the expiration of any term of office, except for elections to fill vacant positions as provided in paragraphs 6 and 7 below. No installations shall be held on election night.

2. Election must be by secret ballot. Only candidates nominated in accordance with the nomination procedures in Section 1-A shall appear on the ballot. In the case of an onsite election, members living more than fifty (50) miles from the meeting site, or, who are required to work during the meeting, may request and receive a ballot by mail. The marked ballot must be returned prior to the specified deadline. Each Chapter shall determine its own policy regarding whether or not to allow write-in candidates.

3. Election is by plurality, the candidates receiving the most votes being elected. In case of a tie, it shall be broken by the flip of a coin. At the Chapter's discretion, those candidates not elected may serve as alternates.

4. No candidate shall participate in the ballot counting process. However, candidates or their designees shall be entitled to observe the counting of ballots. In case of uncontested positions, the Election Committee Chair shall cast a unanimous ballot for the nominee.

5. In case a regularly elected delegate or alternate is unable to attend a meeting of the REC, an observer may be sent by the Chapter President at the Local's expense, who will be seated as a guest.

6. REC delegates must be elected. In the event a vacancy occurs and no alternates are available, the Chapter may hold an election to fill the vacant delegate position.

7. Vacancies occurring in any Chapter office shall be filled by appointment by the Chapter President until the next regularly scheduled election is held. During the temporary absence of an officer, the Chapter President shall appoint a member to fill the vacancy pro-tem. If no Chapter officer is present at a regularly scheduled meeting, a member may call the meeting to order and the Chapter shall elect a President pro-tem.

8. Should any REC delegate, Chapter officer, or committee member fail to discharge the duties of their office for three (3) consecutive meetings, the Chapter President may declare the office vacant and call an election to fill the vacancy.

9. A challenge to the election of REC delegates or Chapter officers must be in writing and must be received by the Election Committee Chair within fifteen (15) days of the date of the election.

## Section 2 - Executive Board Nomination/Election Procedures

### A. The nomination procedures for the Executive Board are outlined as follows:

1. The Local President shall appoint an Election Committee Chair and committee members, as needed, who will supervise the nominations, election, and count the ballots. The Election Chair and committee members shall not be candidates for any office being voted on in the current election.
2. To be eligible for nomination to the Executive Board, a member must have been in good standing in the Local for a period of at least six (6) months immediately prior to nomination.
3. Notice of election and opening of nominations shall be mailed to all members in good standing, at their last known mailing address, by September 1st of the year in which the elections are to be held.
4. Nominations will be closed at 5:00 p.m. of the next business day following October 4th. The Election Committee Chair shall validate all nominations prior to the election.

### B. The election procedures for the Executive Board are outlined as follows:

1. Election of the Executive Board shall be by secret ballot vote of the members in good standing. Secret balloting shall be conducted after at least thirty (30) days advance notice. Only candidates nominated in accordance with the nomination procedures in Section 2-A shall appear on the ballot. No write-in candidates will be recognized.
2. Ballots will be counted under the direction of the Election Committee Chair. Each candidate shall be entitled to have an observer present at the counting of the ballots, but no candidate shall participate in the ballot counting process.
4. The election committee shall rent a post office box for the return of all ballots and shall use the "three (3) envelope" system. Access to the post office box shall be allowed only to the election committee or the designee of the Election Committee Chair.

5. All ballots must be returned by mail.
6. To be counted, ballots must be in the post office box by 4:30 p.m. on the day designated for the ballot count.
7. Members may request a second ballot to replace lost ballots.
8. Ballots shall be tallied by tellers appointed by the Election Committee Chair.
9. A statement of up to 200 words per candidate submitted by the deadline set by the Election Committee Chair will be mailed with the ballot. Other campaign material may be distributed using union facilities under staff control at the candidate's expense.
10. If the candidates are separated by 3% or less after the ballots are tallied, candidates may request a recount by notifying the Election Committee Chair in writing within seven (7) days after the ballots are counted.
11. Election shall be by plurality. In the event of a tie, the winner shall be determined by the flip of a coin.
12. If a vacancy is created by death, resignation, or removal, it shall be filled by an Executive Board appointment until the next regular election.
13. A challenge to the election of an Executive Board position must be in writing and must be received by the Election Committee Chair within fifteen (15) days of the election date.

### Section 3 - Installation

- A. Newly elected Executive Board members and REC delegates shall be installed and take their oath of office at the Winter REC meeting following their election.
- B. Chapter officers shall be installed and take their oath of office at the next regular meeting following election or in accordance with Chapter policies and/or practices.

## **ARTICLE 9 - BARGAINING AGREEMENT ELECTIONS**

A. Whenever a tentative collective bargaining agreement is proposed for ratification or rejection, the negotiating committee of that bargaining unit shall determine how the secret ballot vote shall be taken, choosing from the following alternatives:

1. Mail balloting;
2. Holding informational meetings followed by balloting at designated polling places; or,
3. Holding a general bargaining unit membership meeting, notice being mailed to each bargaining unit member at his/her last known address at least five (5) days prior to the meeting date. If such notice is not practical, 25% of the members of the bargaining unit must be present at the meeting in order for balloting to occur. The Union Representative(s) assigned to the bargaining unit may appoint a committee as necessary to ensure the integrity of the election.
4. Electronic balloting

B. If the margin between ratification and rejection is less than four (4) votes, there shall be an automatic recount.

C. When two (2) or more bargaining units of the same employer have collective bargaining agreements that are substantially the same, the ratification vote held will cover both/all units.

## **ARTICLE 10 - STEWARDS**

A. Stewards may be appointed by the Executive Director or the Director's designee. Individual bargaining units, or subdivisions thereof, may elect stewards at union staff supervised elections.

B. Stewards shall work closely with Local 17 staff to ensure that the goals of their unit are identified and pursued. Stewards shall be provided with training and information to allow them to carry out their duties in a competent and professional manner.

C. Stewards are expected to attend union-provided training and become proficient in basic contract administration and member representation principles. Stewards are also expected to assist Local 17 in communicating with members, to help Local 17 organize existing and new members, to support Local 17 and encourage positive feelings about the union, to uphold the union's Constitution and Policies, and to represent the interests of union members in a professional and conscientious manner.

D. Legally, stewards are agents of the Local and Local 17 may be liable for their actions and omissions. The Executive Director may remove any steward, whether elected or appointed, who acts, or fails to act, in violation of Local 17's Constitution and Policies, or whose actions or omissions are deemed to be harmful or potentially harmful to Local 17 and the best interests of its members. Any steward so removed may appeal this action to the Executive Board.

## ARTICLE 11 - **MEMBERSHIP**

### Section 1 - Eligibility

A. The individuals eligible for membership in Local 17 are:

1. Those who are actively engaged in performing work under a collective bargaining agreement with Local 17.
2. Those who are in any work unit being organized under Local 17's organizing policy.

B. No person shall be denied membership in the Local because of race, creed, gender, age, national origin, or sexual orientation.

### Section 2 - Commitments

A. Each prospective member shall be required to sign a pledge to abide by the Constitution and Policies of the Local.

B. It shall be the duty of every member to uphold the ideals and principles of the Local and to abide by all its rules and decisions. No members shall undermine fellow members by accepting or offering to accept their position at a lower rate of pay.

C. Each member designates the Professional and Technical Employees, Local 17, as the duly chosen and authorized representative in matters relating to employment in order to promote and protect the member's economic welfare.

D. Each member authorizes their Employer to deduct each month from their pay the amount that has been established by a majority of voting members. Per Article 12, Section 2A of this Constitution, this amount constitutes the union's dues deduction.

E. Dues deduction authorizations shall remain in full force and effect until the member provides the Union and the Employer written notification revoking the authorization. Revocation of dues deduction authorization shall be permissible only during the time period of December 1st through December 20th of each calendar year.

### Section 3 - Membership in Good Standing

A. Members whose dues are paid by the last day of the current month shall be considered to be in good standing. All others shall forfeit all rights and benefits of the Local and shall not be eligible to hold office.

B. Members three months in arrears may lose membership and may not be in good standing again except by joining as a new member and paying another initiation fee and back dues.

### Section 4 - Associate Membership and Gold Card Membership

A. Retired members and members who leave the bargaining units in good standing may become "Associate Members" of the Local. They will be entitled to receive selected mailings but may not vote. Dues for Associate Members shall be determined by the Regional Executive Committee and paid annually. The Executive Board shall have the authority to extend associate membership rights to others and to revoke such rights.

B. Upon permanent retirement from employment coming under the jurisdiction of the Professional and Technical Employees Local 17, a Gold Card associate membership may be granted to a member whose record of service to the Local demonstrates a deep commitment to the labor movement.

C. Gold Card members shall receive selected mailings, but may not vote. Gold Card members shall not be required to pay dues.

D. Recommendations for granting Gold Card membership shall be made by the members to the Chapter officers or the Executive Board. The Executive Board shall approve or disapprove such recommendations and if approved, shall present any Gold Cards at the next REC meeting.

## ARTICLE 12 - FINANCES

### Section 1 - Initiation Fee

A. The initiation fee shall be set by the Executive Board in accordance with state and local law.

B. The Executive Board shall be empowered to authorize a reduced initiation fee for limited periods of time for specific organizing purposes.

### Section 2 - Dues and Special Assessments

A. The monthly dues shall be established by a majority of voting members.

B. A dues refund may be authorized by a majority vote of the Executive Board only if the Executive Board determines such refund is warranted and is supported by adequate documentation.

C. Refund payments may not exceed one (1) year's dues.

D. Special assessments to cover emergencies may be made by vote of the affected members and/or bargaining units of the Local, upon recommendation by the REC. Notice that a proposed assessment is pending shall be sent to all affected members thirty (30) days before a vote is taken on the proposal, and a majority of all votes cast shall be required to carry the measure.

### Section 3 - Donations and Funding Requests

A. Any requests for donations for promotional or charitable purposes shall be referred to the Executive Board or the Regional Executive Committee for action.

B. Funding for participation in an organization or activity that is not sponsored by Local 17 may be granted provided:



1. All requests for funds shall be submitted in writing to Local 17 prior to the event deadline or function.
2. Individuals, organizations, and activities must meet the following requirements prior to consideration:
  - a. Organizations must be supportive of unions, enhancing the goals and objectives of the Local and beneficial to Local 17 members, i.e., educational, promotional, and/or informative for Local 17 members.
  - b. The individual must be a Local 17 member in good standing and be an active, contributing member of the sponsoring organization; activity to include, but is not restricted to, attending meetings and/or providing educational or promotional support to the organization. The member must agree to submit a written report of the activity to Local 17 within thirty (30) days.
3. Adequate moneys must be available; the amount available is defined as the amount listed in the adopted annual budget under the appropriate category for this purpose. The Executive Board will review each request on its merit at the regular monthly meeting and the applicant will be informed of its decision.

#### Section 4 - Health and Welfare

Money is to be budgeted annually for emergency assistance granted to members for health and welfare using the following guidelines:

1. All requests for money from emergency funds must be submitted in writing to the Executive Board. Requests may come from a member or, on a member's behalf, from a Union Representative, Shop Steward, or other member.
2. The funds will be used for paying a member's medical insurance premium when the member is on no-pay status.
3. Under extraordinary circumstances, other emergency funding requests will be considered. A unanimous vote of the Executive Board is required for such a request to be granted.

4. Members are requested to make a good faith effort to donate to the Local an amount equal to the amount granted as soon as they are able.

#### Section 5 - Prohibitions

No money shall be loaned from the funds of this Local, except investments approved by the Executive Board.

#### Section 6 - Financial Statements

A. An independent certified public accountant shall be retained to examine the Local's books and prepare financial statements to be reviewed by the Executive Board and presented to the REC.

B. A copy of the current financial statement shall be made available to any member upon request.

### ARTICLE 13 - **AFFILIATIONS/LABOR COUNCILS**

A. This Local may be affiliated with each state and central labor council within its jurisdiction.

B. Delegates to the local central labor councils may be elected by the Chapters. Nominations of delegates shall be held at the same time and in the same manner as the election of officers.

C. Delegates to annual or biennial state Labor Council conventions shall be selected by the Executive Board based on applications from active county labor council delegates and Local 17 staff and officers.

### ARTICLE 14 - **DISCIPLINE**

A. Any member of the union may be subject to discipline after charges and a hearing.

B. Offenses warranting discipline are violation(s) of any provision of the Constitution and Policies of Local 17, the oath of office, or participation in any activity or course of conduct detrimental to the best interests of the union and shall be enforceable in the appropriate court of law.

C. "Discipline", when used in this Article, shall include fines, removal from office, disqualification from running for office, or suspension or expulsion from membership and shall be enforceable in the appropriate court of law.

## **ARTICLE 15 - AMENDMENTS**

A. This Constitution may be amended by two-thirds of the vote cast by the members in good standing by secret mail ballot. The Regional Executive Committee shall make rules for the conduct of the election, provided that said rules shall stipulate a minimum of thirty (30) days notice of the election.

B. Proposed amendments may be initiated in either of two ways:

1. By majority vote of the delegates present at a meeting of the Regional Executive Committee;
2. By petition bearing the signatures of not less than 10% of the members in good standing. The membership number required for qualifying a referendum for submission to the membership shall be established by the current membership count as of the date of the petition. The current membership count shall be furnished to the petitioner upon request. Qualified petitions shall be submitted to the membership within sixty (60) days of qualification.

## **POLICIES**

The official policies of PTE Local 17 are supplemental to the Constitution. Existing policies are amended by the Regional Executive Committee (REC) and new policies are adopted by the REC.

### **REGIONAL EXECUTIVE COMMITTEE (ARTICLE 4)**

#### **Conduct of Meetings**

Regional Executive Committee meetings shall be conducted in accordance with the Local Constitution, policies, rules and general practices. At the President's discretion, "Robert's Rules of Order" will be used to resolve procedural questions.

#### **Expenses and Reimbursements**

Expenses for REC meetings will be funded as follows:

A. Meal and mileage reimbursement rates will be the same as those adopted by the Office of Financial Management of the State of Washington for its employees.

B. Lodging is arranged by the Local staff for those living beyond 100 miles from the meeting location. Reimbursement for private arrangements will not be honored unless prior authorization is made by the REC, Executive Board, or Executive Director. Room and tax will be directly billed to Local 17; other charges made to a room must be paid by the member upon departure.

C. Lodging is limited to one night's stay unless (1) the member lives more than 200 miles from the meeting location; or (2) the meeting is scheduled for more than one day in which case members residing 60-200 miles from the meeting location may receive one night's lodging less than the total days scheduled. Members living less than 60 miles may petition the Executive Board or the Executive Director for permission to obtain lodging in lieu of mileage reimbursement.

D. Airline tickets will be purchased for members in lieu of mileage and lodging at the member's request if it is more cost effective. Lodging will be

authorized if the airline schedule does not reasonably accommodate travel in a single day.

E. Other reasonable travel expenses will be reimbursed upon presentation of receipts.

F. Childcare expense will be reimbursed if a member is serving in an official capacity in a union sanctioned meeting when the member would not be able to attend unless childcare expense was incurred.

G. If a member must use annual leave, compensatory time, and/or leave without pay in order to attend a meeting and is serving in an official capacity, the member may be reimbursed for up to a normal day's pay at the individual's current base rate.

H. All requests for reimbursements will be made on a Local 17 form, signed by the member, with receipts attached. Checks will be issued at the regular Executive Board meetings.

## **CHAPTERS (ARTICLE 7)**

### Chapter Financing

The monthly Chapter per capita payment (paid quarterly) by the Local will be fifty cents (\$.50) per member for the first fifty (50) members and four cents (\$.04) per member thereafter.

## **MEMBERSHIP (ARTICLE 11)**

### Associate Membership

Associate members will pay a ten-dollar (\$10.00) annual fee and will receive issues of the Local's newsletter.

## **FINANCES (ARTICLE 12)**

### Section 1 - Initiation Fee

A. The initiation fee shall be fifty dollars (\$50.00) where applicable.

B. The REC empowers the Executive Board to enforce the initiation fee where state and local laws permit.

C. During organizing drives for membership or certification of a new bargaining unit, the initiation fee may be waived if recommended by the Executive Director and approved by the Executive Board.

## Section 2 - Dues

Dues shall be .0085 multiplied by the monthly salary.

## Section 3 - Funding Requests

Funds will be set aside to assist members in emergency situations. Eligibility includes:

1. All members of bargaining units who are involved in a Local 17 sanctioned strike, beginning on the fifth day following its beginning.
2. Any member who is legally observing a picket line of another union and whose contract permits such action.
3. During any sanctioned strike, dues of the members affected may be waived. Reimbursement will be made with the approval of the Executive Board.
4. An investment account expressly for emergency assistance related to strikes shall be maintained. The Executive Director, under guidance of the Executive Board, shall adhere to the investment principles developed by the Trustees.
5. Any member who has petitioned the Executive Board for benefits because his/her health and welfare is in jeopardy.

## **MEMBER REPRESENTATION**

All factions and segments of the membership of Local 17 will be treated without hostility or discrimination. In exercising its discretion in asserting the rights of individual workers, Local 17 will act with good faith and honesty. Decisions affecting individual members may be appealed by the member to the Executive Director and if not resolved to the satisfaction of the member at that level, may be further appealed to the Executive Board who shall issue a decision that will be final

and binding on all parties. When Local 17 denies a member's request for the filing of a grievance, the member will be advised of contract or civil service procedures by which the member can process the grievance without union representation. The member will be advised that time limits are applicable to filing grievances and should be carefully followed by the member. The member will also be advised that if the member does not agree with the denial of his or her request for the filing of a grievance, that decision can be appealed to the Executive Director and Executive Board. Members with issues concerning unemployment compensation and industrial insurance will not be represented by Union Representatives of Local 17, but will be referred to resources outside the Local for such representation.

Prior to employing outside counsel for litigation involving individual members' interests, e.g., race, gender, age discrimination matters, Local 17 will:

1. Examine its obligation to defend and assert its members' rights in an employment context and its obligation to the membership as a whole;
2. Consider the administrative procedures that are available along with remedies that are and are not available under those administrative procedures;
3. Compare the remedies that are available under legal proceedings to those available under administrative proceedings;
4. Identify any benefits that may accrue to the Local as a whole under legal proceedings that are not available under administrative procedures;
5. Compare the costs associated with the litigation with those of administrative procedures, considering the possibility of cost recovery as well;
6. Define the Local's role in any litigation - a party plaintiff or having the individual member assign control of the litigation to the Local to ensure that it is managed with the benefit to the Local as a whole in mind.

This involves:

- Considering whether the individuals involved have reasonable access to counsel of their own choosing on an acceptable fee basis in order to assert their individual rights as opposed to the rights of the Local as a whole; and,

- Considering potential conflicts of interest between the Local as a whole and the individual involved and the willingness of either to waive those potential conflicts.

If a member does not agree with the decision to retain or not retain outside counsel, he/she may appeal the decision to the Executive Board.

## **INSTALLATION OF OFFICERS**

On occasions of installation of any elected officers, they will take their places in front of the President's chair. The presiding officer or designee will administer the following oath to the newly elected officers:

I, \_\_\_\_\_, pledge to perform the duties of my office according to the Constitution and Policies of the PTE Local 17. I will do my best to support the spirit and principles of my union. I will work with Local 17 and the labor movement in the ongoing effort to protect and defend workers' rights and improve working conditions.

## **RIGHTS OF PERSONS EMPLOYED IN AGENCY SHOP BARGAINING UNITS**

The Executive Director shall ensure that each member receives the Hudson/Beck information upon request, and that each new member is provided the information and that the Local is in compliance.

## **POLITICAL ACTION COMMITTEE POLICIES (Interim)**

Political Action Committee (PAC) decisions will be made by the Executive Director, Legislative Director, President of Local 17 and affected chapter presidents in consultation with staff from affected units.

## **OPERATION OF LOCAL 17'S DEFENSE FUND**

### **A. Best Interests of Local 17 Members:**

The preservation of Local 17's financial good health is critical to its ability to meet its ongoing obligations to represent its members, to organize new members and grow, to engage effective legal counsel, to litigate when necessary, to maintain sufficient staffing resources and to pursue unusual strategies to establish or maintain important principles. All of Local 17's resources are, either directly or indirectly, dedicated to serving the best interests of its members.



#### B. Defense Fund Establishment:

However, in recognition that special circumstances may arise which may benefit from a targeted application of resources, \$100,000 of Local 17's ordinary reserves shall be designated as a Defense Fund ("the Fund") and the income from this principal amount plus any other money which may, from time to time, be added to the Fund shall be considered available to further Local 17 member interests in unique circumstances (work stoppages, media campaigns, etc.)

#### C. Fund Operation:

The Fund will be operated in accordance with standard fiduciary principles and, as part of the union's reserves, shall be available to meet all ordinary obligations of Local 17 should other reserves of the union be insufficient to meet ordinary needs. But it is the intent of this policy that the Fund be used to meet ordinary expenses only after other reserves have been depleted or when not using the Fund to meet general obligations which might compromise the union's overall effectiveness.

#### D. Fund Components:

The Fund shall have two components: the "Base Reserve", the \$100,000 principal amount; and the "Grant Reserve", the income earned on the principal amount, other added money, and income earned on these. The Grant Reserve shall be the only part of the Fund available for distribution.

#### E. Grant Application:

Access to the Fund's resources is open only to Chapters and bargaining units of Local 17 and not to individual members. Applications for a grant from the Fund are to be submitted in writing to Local 17's Executive Board, which shall act on the grant application after making an objective review which shall include an analysis of all of the following factors:

#### F. Review Criteria:

1. The nature and uniqueness of the situation presented;
2. The positive and/or negative impact of the issues in contention;
3. The number of Local 17 members affected by the issues in contention;
4. The likelihood of a favorable outcome;
5. The availability of alternate courses of action;
6. The nexus between the grant's purpose and the goals, purposes and priorities of Local 17;
7. The amount requested in relation to the size of the unit or chapter seeking the grant;

8. The impact of the grant on the Fund's Grant Reserve and its ability to meet other foreseeable needs;
9. The recommendation of the Local 17 Field Staff;
10. The recommendation of the Executive Director.

**G. Executive Board Authority:**

After completion of this analysis, the Executive Board will vote on the request and shall have authority to approve, disapprove, or modify the amount sought in the grant application. The decision of the Executive Board may be appealed to the Regional Executive Committee.

**H. Chapter Bargaining Unit Resources:**

In the case of applications submitted by a Chapter or bargaining unit where either has a significant treasury balance, it is expected that the grant amount will be reduced to reflect the Chapter or unit's resources.

## **EMPLOYER RELEASE TIME PROPOSALS**

It is the policy of PTE Local 17 that, except in extraordinary cases, all proposals for new contracts shall include a demand for (1) employer release of negotiating committee members to participate in bargaining sessions during working hours at the employer's expense, and (2) a demand that those elected to serve on the union's Executive Board be released for reasonable periods of time to engage in official activities of the union at the employer's expense.

Local 17 will develop and maintain a tracking system so that each contract it administers can be readily analyzed and compared to monitor progress under this policy.

## **ORGANIZING POLICY**

Prior to making the decision whether or not to conduct an organizing campaign with a group of potential members, the Executive Board will review a written cost/benefit analysis and resulting recommendations from Local 17 staff. This document will include the following:

1. Information on New Group/Unit:

Number: \_\_\_\_\_

Classification(s): \_\_\_\_\_

Similar to existing units/titles: If yes, which ones? \_\_\_\_\_

2. Projected Income:

Number of members x salaries x .0085 = \$ \_\_\_\_\_

3. Negotiations:

a) Accrete to existing unit with no negotiations?

Little or no staff hours/cost?            Yes    No

b) Accrete to existing unit with negotiations on limited issues, i.e. wages, working conditions?

If so, estimate staff hours/costs. \$ \_\_\_\_\_

c) Negotiate separate agreement?

If so, estimate staff hours/costs. \$ \_\_\_\_\_ *(Provide detailed estimates on a separate sheet)*

4. Organizing:

a) Prior history (if any) of attempts to organize, and by whom? Sincere effort or using union for a raise?

\_\_\_\_\_

b) If not accreted, require organizing drive prior to PERC election?

If so, estimate staff hours/costs. \$ \_\_\_\_\_

c) If not accreted, require only PERC election?

If so, estimate staff hours/costs. \$ \_\_\_\_\_

d) Will there be legal costs? If yes, give estimate. \$ \_\_\_\_\_

5. Union Security Agreement: Time From Negotiation to Dues Coming In:

a) Will dues deduction begin upon recognition?            Yes    No

b) Will dues begin when certified?            Yes    No

c) Will dues begin after negotiations?            Yes    No

6. Servicing:

a) After contract is signed, estimate hours of staff time/costs per month vs. dues income.

Costs \_\_\_\_\_ vs. Income \_\_\_\_\_ = (-) or (+)

b) Unusual issues requiring extraordinary time? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimate staff time/costs. \$ \_\_\_\_\_

7. Other Factors: despite possible negatives, are there other reasons why Local 17 should organize the group?

Be specific \_\_\_\_\_  
\_\_\_\_\_

8. Recommendations:

Staff Member(s) Assigned: \_\_\_\_\_

Staff Meeting: \_\_\_\_\_

Organizing Director: \_\_\_\_\_

Executive Director: \_\_\_\_\_

**SEXUAL HARASSMENT**

Purpose:

PTE Local 17 is dedicated to providing a work and meeting environment free from sexual harassment and to treating all members and employees with dignity and respect. Consistent with federal, state and local laws, Local 17 will not tolerate sexual harassment by its members, officers, or employees.

Definition of Sexual Harassment:

A. Sexual harassment may include, but is not limited to: sexually offensive language, slurs, comments, jokes, innuendoes, pictures and cartoons, pranks of a sexual nature; whistling, staring, unwelcome and repeated requests for dates or other unwelcome and repeated expressions of attention or interest, including giving unwanted gifts; telling lies or spreading rumors about a person's sex life or preference and standing close or brushing up against a person or other unwanted physical contact. The gender and sexual orientation of the victim of sexual harassment may vary.

B. A key element of sexual harassment is that it involves unwelcome behavior. Behaviors, which may be acceptable to some, are not welcomed by others. Once a person has been made aware that certain behavior is not welcomed by another and the person repeats the behavior, the person repeating the behavior may be guilty of sexual harassment.

Sexual Harassment Takes Three Main Forms:

A. Quid pro quo:

This means, literally, "something for something". It is applied to situations in which a member's submission to the unwelcome contact is either explicitly or implicitly made a condition of membership.

B. Unwelcome romantic or sexual attention:

This refers to repeated attention of a romantic or sexual nature (that is occurring more than once, even after having been informed that the attention was unwelcome). This may involve attention that, if welcome, might be considered very positive, such as giving compliments regarding a person's appearance or giving gifts. If this behavior is unwelcome, it is considered sexual harassment, even if there is not a specific sexual component to the behavior. This is because the behavior is presumably directed at the particular individual because of his or her gender. (In legal terms, this is included under the category of creating a hostile environment, but is noted separately here because such behavior may not be perceived as hostile).

C. Creation or perpetuation of a hostile environment:

This involves a Local 17 activity in which a person has been subjected to an environment that is sexually offensive or intimidating.

Enforcement:

A. Local 17 will pursue disciplinary measures and take all reasonable steps to oppose sexual harassment within Local 17 as an employer. Local 17 members determined to have engaged in sexual harassment during Local 17 activities may be subject to discipline in accordance with applicable Constitutional provisions. Local 17 employees found to have engaged in sexual harassment may be subject to discipline up to and including termination.

B. Local 17 will not tolerate any form of retaliation against a person reporting sexual harassment. Disciplinary action may be taken for retaliation.

#### Complaint Procedures:

A. Local 17 members or employees can initiate a complaint by filing a written summary of the facts with Local 17's Executive Director. Complaints about Local 17's Executive Director should be directed to Local 17's President.

B. All complaints and investigations will be conducted with as much confidentiality as is possible. However, if the complaint leads to a hearing or disciplinary action, confidentiality may not be maintained.

C. Using these internal procedures is in no way intended to prohibit a complainant from seeking resolution through other appropriate agencies such as the Washington State Human Rights Commission or the Equal Employment Opportunity Commission (EEOC) or contractual dispute resolution processes.

#### **EXECUTIVE DIRECTOR DUE PROCESS**

Upon completion of one (1) year of employment as Executive Director, due process procedures shall be added to the Executive Director's contract. These procedures shall be negotiated with and approved by the Executive Board. After such approval, these procedures will be honored prior to conducting a vote of removal.

Also, upon completion of one (1) year of employment as Executive Director, the Executive shall have the authority to extend due process/severance pay protection to those working in his or her administration as confidential "at will" employees, subject to the approval of these protections by the Executive Board.