

**National Association of Government Employees**

**NAGE Local 495**

**CONSTITUTION & BY-LAWS**

**Worcester, Massachusetts**

**ADOPTED BY**

**THE NAGE LOCAL 495 EXECUTIVE BOARD**

**OCTOBER 23, 2009**

**AND PRESENTED TO THE MEMBERSHIP**

**ADOPTED AND RATIFIED BY**

**THE NAGE LOCAL 495 MEMBERSHIP**

**November 23, 2009**

**APPROVED BY**

**National Association of Government Employees**

**NATIONAL EXECUTIVE COMMITTEE**

**QUINCY, MASSACHUSETTS**

**NOVEMBER 9, 2009**

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**ARTICLE 1**  
**ORGANIZATION**

Section 1. **NAME**

This organization shall be known as NAGE Local 495, of the National Association of Government Employees, affiliated with the Service Employees International Union.

Section 2. **ORGANIZATION**

This Local shall be organized and conducted within the framework of the Local Constitution and By-Laws and the National Constitution and By-Laws of the National Association of Government Employees and any amendments thereof.

Section 3. **OFFICE**

The Local shall maintain its headquarters and hold scheduled meetings within the City of Worcester. The address of its headquarters and meeting hall presently at 70 Elm Street Worcester MA 01609 may be subject to change as needed by the Executive Board or the National Union.

**ARTICLE 2**  
**MEMBERSHIP**

Section 1. **ELIGIBILITY**

Subject to the provisions of this article, any person shall be eligible for membership in this organization who is (i) employed by the City of Worcester and a recognized part of the bargaining unit according to the certification, (ii) pays all dues and maintains his/her dues on a current basis with the Union, (iii) a public employee of any group that has signed authorization cards and held an election for representation under Massachusetts General Laws.

Section 2. **NO DISCRIMINATION**

There shall be no discrimination against any member, or any applicant for membership by reason of race, ethnicity, creed, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age or disability.

Section 3. **APPLICATION**

Any individual desiring membership in this Local shall complete and sign an application form prescribed by the Local Unit.

Section 4. **REINSTATEMENT**

No person may become a member of Local 495 who has at any time been found guilty of any conduct in violation of Article XI of these Local Constitution and By-Laws and/or Article XII of the National Constitution and By-Laws titled "Discipline of Local and Members" without obtaining a waiver of these provisions by the Executive Board of the Local Unit and the National Executive Committee.

Section 5. **GOOD STANDING**

A member who maintains his/her dues on a current basis will be considered a member in good standing.

Section 6. **RETIREMENT**

A member, upon retirement or separation from employment, is entitled to become a retired member. Such retired member can attend Local Meetings but may not vote or hold Local Office unless he/she is a full dues paying member in good standing and has received a waiver from the NAGE Local 495 Executive Board and the National Executive Committee.

**ARTICLE 3**  
**OFFICERS**

Section 1. **EXECUTIVE OFFICERS**

The executive officers of the Local shall be:

1. President
2. Vice President
3. Treasurer
4. Recording Secretary

The above-referenced Elected Officers with the Divisional Executive Board Members shall constitute the governing body of the local and shall be called the Executive Board.

Section 2. **EXECUTIVE BOARD**

The Executive Board will consist of the Executive Officers and the Divisional Executive Board Members elected by each division as defined in Article 4, Section 5 of these By-Laws.

### Section 3. **TERM OF OFFICE**

The term of office for Executive Officers and Executive Board Members shall be three (3) years.

### Section 4. **VACANCIES**

The Elected Officers of the Local Unit shall serve until the installation of their successors. An office shall be considered vacant upon creation of the office, death, discharge, resignation, or removal of an officer from the employers' jurisdiction if that removal is not retaliatory action by the employer for carrying out the duties of their office. An office shall be declared vacant if any officer is absent without just cause from three (3) consecutive meetings, unless he/she has been excused by the President and/or the Executive Board or has a valid reason for not being present as determined by the President and/or the Executive Board.

The Local President shall have the authority to appoint, with approval of the majority of the Executive Board, a member to fill any vacancy for the remainder of the term of office.

In the event that the office of the President becomes vacant, the Treasurer, whom is also Bonded, will act as the Executive Officer of this Local. S/he shall call the Executive Board to meet and vote from the three remaining Executive Officers (Vice President, Treasurer or Recording Secretary) by secret ballot to determine who will take office for the balance of the term. Each of the three (3) Executive Officers will also participate in the vote.

### Section 5. **ELIGIBILITY RULES FOR NOMINATION AND ELECTION**

- (A) Any member who nominates another for office must be in good standing for the nomination to be a valid. Dues paid in full within 4 weeks of any Nomination Meeting shall constitute good standing for nominations.
- (B) In the event only one candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate shall be declared elected by acclamation.
- (C) Every member eligible to nominate candidates shall be entitled to nominate only one candidate for each office.
- (D) Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair.
- (E) The Treasurer will certify the Recording Secretary's list of candidates and the standing of those members who nominated each candidate prior to any NOTICE being posted. The Treasurer shall notify the President immediately of any candidate or member who nominated such candidate if either the member or the nominee is not in good standing. The President shall notify such candidate forthwith in writing.
- (F) Any member who wishes to challenge a ruling that s/he is ineligible, shall appeal in writing within 48 hours after receipt of the ruling to the President or his/her designee who shall decide such an appeal within five (5) days after receipt of the protest. The decision of the President shall be appealable to the Executive Board pursuant to the provisions of Article 12 of these By-Laws.

## **ARTICLE 4** **POWERS AND DUTIES OF OFFICERS**

### Section 1. **PRESIDENT**

- (A) The President shall be the principal executive officer of this organization and subject to the approval of the Local Union, and shall, in general, supervise, conduct and control all of the business affairs of this organization, and may delegate any and all responsibilities to the members of the Executive Board. The President shall sign all NAGE Local 495 Identification Cards issued by the Local Union to new or existing members. He/She shall open all regular meetings and special meetings of the Local Union, if he/she is available at the specified time, and conduct the same in conformity with these By-Laws and the National Constitution, and will enforce therein the rules established by parliamentary usage. The President shall decide all points of order and shall have the deciding vote in case of a tie on any question that is being voted upon by the Local Union. The President shall attend all meetings both regular and special, if possible. The President shall, after all the business of the Local Union has been attended to, close the meetings in due form and perform such other duties as the Local Union may direct. The President shall see all legitimate business between the Local Union and the Employers are taken up, and use all legitimate means to secure a settlement as soon as possible. The President shall at all times use his/her best efforts to organize all employees coming under the jurisdiction of the Local Union. The President shall devote his/her entire time to the service of the Local Union, which shall be conducted in accordance with the National Constitution and By-Laws.
- (B) Upon request of any member, shall make available to the member a copy of the last annual report. -Membership lists may not be copied. Upon written request of any member setting forth good cause for examination of any book, records or accounts necessary to verify any report filed in compliance with any statutory requirement, shall make arrangements to have such records available for inspection during the regular business hours at the principal office

of the Local Union. In the event the President believes that cause does not exist for the request made, he shall inform the member in writing. Refusal of the President to permit examination of such records shall be appealable to the Local Union at its next regular meeting.

- (C) The President shall have custody of the Local Union Seal and the records of the proceedings of all regular meetings of the Local Union and the Executive Board as prepared by the Recording Secretary or such person as is authorized to take such proceedings. He/She shall keep important documents, papers, correspondence, as well as files on contracts and agreements with Employers. Upon the request of any person in writing, or made in person, during regular hours at the principal office, provide a copy of the collective bargaining agreement made by the Local Union with the Employer of such person, if the person making such request establishes that he/she is an employee directly affected by such an agreement. A receipt may be required from such person. Shall also maintain, at the principal office of the Local Union, copies of Agreements made as received by the organization subordinate to the NAGE, has negotiated such a contract, and the employees represented by this Local Union are directly affected such agreements, which agreements shall be available for inspection by any member or any employee who establishes that his rights are affected by such agreement during the regular hours maintained at the principal office of the Local Union.
- (D) The President shall be allowed to assist the labor movement whenever requested to do so, but is expected to so arrange the work so it will not conflict with their work for this organization.
- (E) The President or his/her designee shall have the authority to negotiate contracts between the Local Union and Employers. Contracts or any subsequent agreement or side letter shall be signed by the President and shall bear the Local Union's Seal to be valid.
- (F) The President of the Local Union will have the authority to expend money upon the approval of the Executive Board to pay for regular monthly, fixed (i.e., rent, utilities, salaries, arbitrator's fees, etc.) or any incidental or potential non-fixed expense expenses up to seven hundred fifty dollars (\$750.00). Any expenses in excess of seven hundred fifty dollars (\$750.00) must be given prior authorization by a vote of the membership at a regular or special membership meeting.
- (G) The President shall also give money and other Union property that may have been trusted by virtue of office and shall obtain an appropriate receipt therefore.

## Section 2. **VICE PRESIDENT**

- A) It shall be the duty of the Vice President to attend all general member ship meetings of the Local Union and the Executive Board. It shall be the duty of the Vice President to assist the President in all matters; shall assist in keeping order during the meeting, and in the absence of the President, shall assume the duties of that office.
- B) Shall assist the Sergeant at Arms and see that no one enters any meeting without an identification card, and shall perform such other duties as the Local Union may direct.

## Section 3. **TREASURER**

- A) It shall be the duty of the Treasurer to attend all general membership meetings of the Local Union and the Executive Board. The Treasurer shall receive and keep a correct account of all monies paid to and paid out by the Local Union, and shall give receipt for any dues, initiation fees, or other fees, assessments, or fines or other monies received. Shall deposit all monies received from any and all sources in a reliable bank or banks in the name of the Local Union, at least twice a month or more often.
- B) The Treasurer shall maintain a record of the names and addresses of all members. The Treasurer shall report to the President the membership standing of all members in the Local Union as required by the National Constitution. The membership lists shall not be open to inspection by any member except as, and to, the extent required by statute. Shall see that all notices and reports shall be given in accordance with the provisions of the National Constitution and these By-Laws or as required by law. Shall make, at least monthly, a report of the membership, giving the financial standing including the assets and liabilities of the Local Union, and shall keep itemized records showing the source of all monies received and spent and shall keep records, vouchers, work sheets, books and accounts and all resolutions to verify such reports.
- C) Whenever the President and the Treasurer's term of office expires or is otherwise terminated, they must see that their successor is properly bonded and a copy of the bond be sent to the Local office before s/he transfers the funds of the organization to the successor in office. Shall also give money and other Union property that may have been trusted by virtue of office and shall obtain an appropriate receipt thereof. All such records, vouchers, work sheets, receipt book reports and documents, shall be preserved and retained at the Local Union's principal office for a period of six (6) years.

- D) The Treasurer and President shall sign all checks. In case the Treasurer is unable to perform this duty, the Local Executive Board will designate a temporary replacement. Each check must bear two signatures. The Treasurer shall co-sign all orders for funds drawn on the Local Union's Treasury.
- E) The Treasurer shall assist in the distribution of buttons to members if any, collect dues, initiation and reinstatement fees, and keep a correct amount of all transactions of their office in books furnished by the Local Union, and shall make a report at any time requested by the President or report when requested by the Executive Board.

#### Section 4. **RECORDING SECRETARY**

It shall be the duty of the Recording Secretary to attend all general membership meetings of the Local Union and the Executive Board and to keep minutes of the entire proceedings and such other duties as the Local Union may direct. In the absence of the Recording Secretary, the Executive Board shall appoint a member of the Executive Board to act as Recording Secretary Pro Tempore who shall have the duties set forth above.

The minutes of every meeting of the Local Executive Board or of the Local Union shall be read and approved at the regular meeting next following. He/she shall maintain a current list of the names, home addresses and telephone numbers of all members of the Local as well as committee lists. He/she shall keep the National informed of any address change regarding members of the Local which are filed with the Local Union. He/she shall assist the President in the handling and preparation of brochures, pamphlets, articles, bulletins, and shall be responsible for providing notice of General Membership meetings, reports of meetings, and various materials such as advertisements, notices, posters, and/or flyers.

#### Section 5. **EXECUTIVE BOARD MEMBERS**

The Executive Board shall consist of the President, Vice President, the Recording Secretary, the Treasurer and the eight (8) Divisional Executive Board Members. It shall be the duty of the Executive Board Members to attend all general membership meetings of the Local Union and the Executive Board.

- A) There shall be one (1) Executive Board Member for each of the following groups:

One Executive Board Member-Parks, Cemetery, Forestry

One Executive Board Member-DPW Street Operations/Central Garage/Sanitation and Traffic Divisions

One Executive Board Member-DPW Water Operations. (including meter readers)

One Executive Board Member-DPW Sewer Operations/Pump Stations/ DPW Engineering/Parking Enforcement Divisions:

One Executive Board Member-Worcester Free Public Library - Graduate Librarians/Library Clerks/ Custodians

One Executive Board Member-Health Department/Inspectional Service

One Executive Board Member -Police & Fire Communications/Mechanics/ Custodians/ Matrons/ Animal Control Officers! Fire Department Maintenance

One Executive Board Member-Reservoir Maintenance/Security, Airport Maintenance/Security Crash Crew

The President may change the make-up of this districting from time to time as may be needed when divisions are moved or substantially changed with majority approval of the Executive Board.

The representation on the Executive Board of a newly organized and represented bargaining unit will be determined by the Executive Board. Fifty percent (50%) of the Executive Board will constitute a quorum.

- B) When a member or members are seeking a ruling or settlement of a grievance, or are charging or being charged before an Executive Board hearing, after all arguments for the defense and prosecution have been presented and completed, all parties and agents other than the voting parties on the Executive Board at the time shall leave the Union Hall, room or chamber where the matter is being heard until the Board has rendered its decision by a vote.
- C) It shall be their duty to investigate all business practices that are placed in their charge by the President and to report on same as soon as possible.
- D) It may at any time recommend new laws for the benefit of the Local Union. If the same are accepted by the Local Union, they shall be adopted as hereinafter provided for.
- E) The Executive Board shall have the power to enforce discipline of any member of the Local Union who violates the By-Laws of the Local Union and to pass judgment upon all cases referred to it and to perform such other duties as the President may direct.

#### Section 6. **DIVISIONAL EXECUTIVE BOARD MEMBERS: NOMINATIONS AND ELECTIONS**

Nominations for Divisional Executive Board Members shall be held during the NAGE Local 495 nomination meeting. Reasonable efforts will be made to allow all members to nominate candidates of their choice.

- A) Any Division where there is more than one nominee for Executive Board will have a separate election at the first reasonable time available and set by the Executive Board, but prior to mid-December of that year.
- B) The election will take place at a location determined by the Executive Board with priority given to the Union Hall, or at a site where the majority of the divisional personnel reports to work. Balloting will be open with ample time given for all members in good standing to participate in voting.

## ARTICLE 5

### APPOINTED OFFICERS AND COMMITTEES

#### Section 1. APPOINTMENT OF OFFICERS

The President shall nominate all appointed officers of the Local and said appointment is subject to a majority approval of the Executive Board. The President shall have the authority to remove appointed officers with majority approval of the Executive Board.

#### Section 2. STEWARDS

The duties of the Stewards shall be to advise members and attempt to settle minor first step grievances and to accompany members to the appropriate Local Officer if further assistance is required. Stewards shall also be responsible for notifying Executive Board members of unsatisfactory conditions within his or her work area or division.

- A) They shall investigate and report all grievances brought to their attention by the members in their departments and shall report them to the President or his/her designee. Stewards shall be furnished with a suitable identification button which shall be worn in a conspicuous place while working.
- B) It shall be the duty of all stewards to attend all regular and special meetings, or any other union function the President or designee deems necessary, in order to properly represent the members for whom they are the steward. Stewards shall be present if required by the President to assist in representing their departments at any meetings between the Employer and the Local Union Representatives.
- C) The President shall appoint Stewards in newly organized bargaining units. New Units will have representation as determined by the President with the majority vote of the Executive Board.
- D) Stewards will attend all steward training classes when requested to do by the President.
- E) Any member of a department or unit may petition the President for a Stewards Election to remove or replace an appointed or elected Steward only by the following procedure:
  - 1) Submitting a petition containing signatures of the employees in their specific department or unit.
  - 2) Any petition for such election shall contain no less than one third (1/3) of the affected membership for that department or unit.
  - 3) The President shall then post on the usual bulletin board(s) a NOTICE for signatures of member candidates interested in running for Steward for that department or unit for seven (7) days. At the end of seven days the President shall remove such notice.
  - 4) If the NOTICE contains two (2) or more names, the President shall schedule an election by Secret Ballot for Steward for that department or unit.
  - 5) The election will take place at a location determined by the President with priority given to the Union Hall, or at a site where the majority of the divisional personnel reports to work. Balloting will be open with reasonable time given for all members in good standing to participate in voting.

The President shall have the authority to immediately remove any Steward if in his/her judgment it is necessary to the welfare and/or representation of that unit or the Local Union. Any Steward removed by the President shall have the right of Appeal to the Local Executive Board by:

- 1) Submitting an appeal in writing within seven (7) days of posted NOTICE of a new Steward in that unit to the President or any member of the Executive Board of the Local Union, who will then notify the President immediately of the written appeal.
- 2) The President will call a meeting of the Executive Board and the Executive Board will select three (3) of its members to form a committee to hear and decide the Steward's appeal. Of those (3) members of the Executive Board, one shall be the Board member representing that unit.
- 3) The Executive Board will schedule a hearing date within 21 days or no later than 28 days after the date of the posted NOTICE.
- 4) The Appellant shall have the right to present relevant evidence. S/he shall only call witnesses who are members from the affected unit or those who are relevant to the charges.

- 5) When testimony is concluded all parties, except those deciding the appeal, shall leave the chamber until a decision is rendered.
- 6) The decision rendered by the Local Executive Board Officers shall not be appealable further in the Local Union.
- 7) Either party, the President or the Steward may appeal further only by provisions provided by Article 12, Section 1, Section 3, to the National Union.

### Section 3. **CREATION OF COMMITTEES**

The President may establish and/or appoint members in good standing to any committee subject to approval by a majority vote of the Executive Board. Any committee, whether "standing" or other, may be dissolved by the President and a new committee established in its place subject to approval by a majority of the Executive Board or by a majority vote at any meeting of the Local Union. Such Committees may or could include the following:

- Political Action Committee
- Union Election Committee
- Grievance Committee
- Committee on Retirees
- Membership Committee
- Fundraising Committee

## **ARTICLE 6**

### **NOMINATION FOR ELECTION OF EXECUTIVE OFFICERS**

#### Section 1. **NOMINATION**

A reasonable opportunity shall be given for the nomination of candidates and every member in good standing shall have the right to nominate, vote or otherwise support the candidate of his/her choice without being subject to penalty, discipline or improper interference or reprisal of any kind by the Local Unit or any member thereof.

Nomination Meetings shall be held in the month of October, prior to the end of the present executive officer's term of office.

Meetings hereinafter for nomination of Executive Officers shall be a notified meeting called by the President. Elections shall be held not less than thirty (30) days after nominations have been closed.

#### Section 2. **ELIGIBILITY**

A member may run for and hold local office if they have maintained good standing for a period of one year prior to the date of the Election.

#### Section 3. **NOTICE OF NOMINATION**

Timely notice of nomination meetings must be given in a manner reasonably calculated to reach all members in good standing or, at least 21 days prior to that meeting.

#### Section 4. **NOMINATION PROCEDURE**

Nominations at Meetings Nominations shall be made at the regular October monthly meeting or a Special meeting as may be determined by the President with majority approval of the Executive Board with timely NOTICE given. All nominations shall be made from the floor at the nomination meeting. A nomination is valid only if it is made and seconded by a member in good standing and accepted by the Nominee in writing. A nominee may accept only one nomination and stand for election to one office. Should a member be nominated for more than one office, the member shall designate the office for which he or she intends to run in writing to the Recording Secretary. The secretary shall provide and publish a certified list of all nominees one month prior to the election listing nominees alphabetically.

## **ARTICLE 7**

### **ELECTION OF EXECUTIVE OFFICERS**

#### Section 1. **ELECTIONS**

The election of Executive Officers and Executive Board Members shall be by secret ballot not less than once every three (3) years and will be held by secret ballot mailing. Ballot packages shall be mailed a minimum of 15 days prior to return or election date but will be done so that the ballot count can be completed no later than mid-December, prior to the end of term of Executive Officers presently in office. In using the mail ballot election, the ballot package is mailed at least (15) days prior to the date when the ballot must be mailed back in order to be counted and the instructions for marking and returning ballots are clear and complete. Election of Executive Officers shall have no bearing on Divisional



Executive Board positions as defined in Article 4, Section 5.

**Section 2. ELIGIBILITY TO VOTE**

Each member in good standing shall be eligible to vote and shall be entitled to one vote. The votes cast shall be counted and the results published.

**Section 3. NOTICE OF ELECTIONS**

No less than fifteen (15) days prior to an election, notice thereof shall be mailed to each member at his/her last known home address.

**Section 4. BALLOTS**

No less than fifteen days prior to an election, ballots shall be mailed to each member at his/her last known home address. All Ballots shall be marked in alphabetical order for each position. Incumbents seeking re-election shall also be noted as such on all ballots.

**Section 5. ELECTION TABULATION**

All officers of the Local Unit shall be elected by a majority vote of the membership participating in the election that is eligible to vote. The votes cast shall be counted and the results published.

**Section 6. RECORDS OF ELECTION**

The ballots and records pertaining to the election shall be preserved for three (3) years.

**Section 7. ELECTION EXPENSES**

No monies received by way of dues, assessments, or similar levy shall be contributed or applied to promote candidacy of any person in the election. However, such monies may be utilized for notices, factual statements of issues not involving candidates, and other expenses necessary for holding an election.

**Section 8. DUTIES OF THE SECRETARY AND TREASURER IN CONNECTION WITH NOMINATION AND ELECTION**

The Secretary shall at least twenty one (21) days prior to the holding of the nominations, give notice to the membership, by posting where all regular NOTICES are hung, of the time, place, date and number of Executive Officers and E-Board Member positions for which nominations will be held in connection with such election.

The President shall review the eligibility of any member to hold office on request and shall make a report on the eligibility of that candidate within five (5) days thereafter to the Executive Board and any interested member requesting such information.

Upon reasonable request of any bona fide candidate for office, the Secretary and Treasurer shall arrange for the distribution of any campaign literature by mail or otherwise, provided that such candidate pays the reasonable. estimated cost involved in advance and the full cost within thirty (30) days after the election. The Secretary and Treasurer may require that all campaign literature shall be presented to them at the principal office of the Union within a reasonable time period prior to the date of the election and may, when in their judgment it appears necessary, provide for a consolidation of such distribution in which case the cost of such distribution shall be assessed upon the candidate on a pro-rata basis. All material shall be made ready by the candidate. The Recording Secretary, to the extent required by law, shall upon reasonable notice make available for inspection by any bona fide candidate the membership list of the Local Union covered by Union security agreements once within thirty (30) days prior to the election date. No candidate shall be permitted to copy any names or addresses of employees shown on such list and such inspection must be made in the presence of the Recording Secretary or designee.

The Secretary shall retain copies of all requests for distribution for campaign literature and copies thereof, shall make a record of the date and literature that was distributed, the cost thereof, and the amount received therefore, a copy of the notices of nomination and of the election, a copy of the ballot, the official tally sheet submitted by the tellers and such other records, including election rules as shall relate to the conduct of the election. All copies and records shall be retained for three (3) years.

**ARTICLE 8**  
**MEETINGS**

**Section 1. EXECUTIVE BOARD MEETINGS**

The Executive Board may meet on a monthly basis to conduct routine business of the Local. This schedule may be altered by the President as needed from time to time but in no circumstance shall meet less than quarterly. The Executive Board shall be comprised of the following members President, Vice President, Treasurer, Secretary and Executive Board Members from each division as defined in Article 4, Section 5.

The quorum for the purposes of casting a vote or transacting business by the Executive Board shall be no fewer than 50% of the Executive Board members.

## Section 2. **GENERAL MEMBERSHIP MEETINGS**

General Membership Meetings for this Local Union will be held the third Monday of each month at a reasonable place and time as determined by the majority of the Executive Board. Should that date fall on a holiday, the meeting will be the following Monday. Membership meetings may be suspended during any three (3) months between June and October by simple motion of any member (s) in good standing and seconded before the body of the May General Membership meeting. It shall be voted on by the body at that time. The meeting, place and, time will be announced prior to the meeting. Members shall be notified of each meeting by any practical means of communication, reasonably calculated to reach each member of the local.

## Section 3. **SPECIAL MEETINGS**

Special Meetings may be called by the President, a majority of the Executive Board' in session, or upon written request of at least twenty-five (25) members in good standing

## Section 4. **QUORUM**

A Quorum for the purpose of transacting business at a General or Special Meeting of the membership shall be 10 members.

## Section 5. **CONDUCT**

All procedural rules not provided for in these By-Laws or the National By-Laws will be decided in accordance with the current edition of Roberts Rules of Order.

## Section 6. **RECORDS**

Records of the Local Unit, including bank statements, financial records, checks, correspondence, grievances, grievance records, notes and minutes or official meetings, shall be maintained for five (5) years. Said official records shall be turned over to the duly elected president or his/her designee upon succession to office.

## Section 7. **ORDER OF BUSINESS**

The order of business shall be conducted by agenda, including but not limited to the following:

1. Call the meeting to order
2. Roll Call of Officers
3. Reading of the minutes of the previous meeting
4. Treasurer's Financial Report
5. Old Business
6. New Business
7. Report, if any, of President
8. Report, if any, of Officers
9. Adjournment

## Section 8. **STANDING RULES FOR MEETINGS**

RULE 1. The regular order of business may be suspended by a vote of the meeting at any time to dispose of anything urgent.

RULE 2. The Chair of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.

RULE 3. A member may be removed for disrupting the conduct of the meeting. RULE 4. Attending meetings under the influence of alcohol is basis for removal.

RULE 5. The meeting may determine what portions of its business shall be secret.

RULE 6. When a member wishes the floor, shall rise and respectfully address the Chair, and if recognized by the Chair, s/he shall state name and department or unit.

RULE 7. If two or more members rise to speak, the chair shall- decide<sup>o</sup> which is entitled to the floor.

RULE 8. Every member, while speaking, shall adhere to the question under debate and avoid all invective and indecorous language, but all members shall have the right to express their views, arguments and opinions upon officers, candidates and upon any business properly before the meeting. RULE 9. No member shall interrupt another member while speaking except for a point of order and shall definitively state the point and. the Chair shall decide the same without debate.

RULE 10. Any member while speaking, being called to order by another at the request of the Chair, shall cease speaking and be seated until the question of order is determined.

- RULE 11. If any member shall feel aggrieved by a decision of the Chair, s/he may appeal from the decision to the meeting without debate.
- RULE 12. When an appeal is made from the decision of the Chair, said appeal shall be stated by the Chairman to the meeting in these words: "Shall the decision of the Chair be sustained as the decision of this meeting?" The member taking the appeal will have the right to state the grounds of the appeal and the Chair will give reasons for the decision. Thereupon, the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to overrule. the Chair.
- RULE 13. No member shall speak more than once on the same question until all members wishing to speak have had an opportunity to do so, nor more than twice without the permission of the Chair, nor more than ten (10) minutes at one time. RULE 14. All resolutions and motions to accept or adopt a committee shall be reduced to writing by the Recording Secretary before the President shall state the same to the Local Union.
- RULE 15. In presenting a motion, a brief statement of its object may be made but no discussion of its merits shall be admitted until the question is stated by the Chair.
- RULE 16. Any member may call for a division of a question when the subject or sense admits thereof.
- RULE 17. All votes other than amendments to these By-Laws or Rules of Order may be reconsidered at the same or next succeeding meeting upon a motion made and seconded by two (2) members who voted in the majority provided the membership agrees thereto; but after a motion to reconsider has once been lost, it shall not be renewed.
- RULE 18 Privileged questions. - The following motions shall have precedence in the following order: First: To adjourn; Second: to close debate; Third: to take up a previous question; Fourth: to lay on the table; fifth: to postpone to a definite time; sixth: to refer; seventh: to amend. The first four shall be decided without debate.
- RULE 19. The following motions are not debatable: (1) to adjourn; (2) to lay on the table; (3) the previous question.
- RULE 20. When a question is postponed indefinitely, it shall not come up again, except upon a majority vote.
- RULE 21. The motion to close debate may be made by two (2) members and shall .be put in this form: "Shall the debate now close?" If adopted, the President shall proceed to take up the question before the membership, according to priority, without further debate.
- RULE 22. If proper motion to amend has been made, the question of the amendment shall be put first; if more than one amendment has been offered, the question shall be put as follows: (1) amendment to the amendment; (2) amendment; (3) original proposition.
- RULE 23. A motion to adjourn shall always be in order except: (1) when a member has the floor; (2) when members are voting; (3) when a motion is pending.
- RULE 24. A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.
- RULE 25. The Chair shall state every question coming before the Local Union before putting it to a vote, the chair shall ask: "Is the Local Union ready for the question?" Should no member rise to speak on the question, or if a majority shall vote to close discussion, the Chair shall put the question. After the chair has risen no member shall be permitted to speak further upon it. RULE 26. When the presiding officer has commenced taking the vote, no further debate or remark shall be allowed, unless a mistake has been made in which case the mistake shall be rectified and the presiding officer shall commence taking the vote.
- RULE 27. A motion to excuse a member from a vote may be put forward, otherwise every member shall have the right to vote. RULE 28. When a motion has been declared, carried or lost by acclamation, any member before the Local Union proceeds to other business, may call for a count of the "yeas" and "Nays"
- RULE 29. A question on procedure in debate, not provided for herein, shall be governed by "Roberts Rules of Order" revised. One (1) tap of the gavel shall call order, (2) two taps to be seated, (3) three taps to rise
- RULE 30. All rulings of the presiding officer on procedure which are not challenged during the meeting become final and unappealable upon adjournment of the meeting.

## **ARTICLE 9**

### **HANDLING OF GRIEVANCES**

Section 1. Any person employed in a bargaining unit represented by this Local Unit of the National Association of Government Employees (hereinafter the "Grievant") shall have the following rights and shall employ the following remedies under the provisions of this Constitution and By-Laws if he or she believes that the President or Grievance Committee has acted improperly in . handling that member's grievance under the Collective Bargaining, Agreement.

Section 2. The Grievant, upon receiving written notification from the President or Grievance Committee that it has determined either to (1) reject his or her grievance; (2) settle the grievance; or (3) decline further process of the grievance, shall take the following action to protect his or her rights:

A. STEP ONE-The Grievant shall, within seventy-two (72) hours of notification of the President's or Local Grievance Committee's action complained of, notify the President or at least one member of the Committee, in writing, that the Grievant appeals their decision to the National President.

The Local shall immediately take the required action to protect the Grievant's rights under the Collective Bargaining Agreement by proceeding to the next step of the Grievance Procedure.

B. STEP TWO- The Grievant must notify the National President, in writing, within fifteen (15) calendar days following the decision of the Local President or Grievance Committee, that she/he appeals the Local Committee's decision.

(a) Such appeal shall set forth a complete narrative as to the facts in support of the Grievance, a copy of the Collective Bargaining Agreement, the decision of the Local Grievance Committee and whatever documents are reasonable necessary for an understanding of the case.

(b) The Appeal will be decided by a National Officer duly designated to act by the National President.

(c) The duly designated National Officer will schedule and conduct a hearing on the Grievant's Appeal as soon as is administratively possible.

(d) The duly designated National Officer, at his or her sole discretion may (1) render a decision conducting whatever investigation s/he deems necessary or (2) refer the matter for decision to the National Executive Committee.

(e) The duly designated National Officer may, at any time, (1) order the Local Grievance Committee to take all steps necessary to protect the Grievant's rights under the Grievance Procedure pending the decision of the National Officer under (d) above, or (2) if the final decision is in favor of the Grievant, such National Officer shall order the Local to take whatever actions s/he deems necessary under the Collective Bargaining Agreement. Arbitration of termination cases so decided by the National Officer or National Executive Committee will be paid for by the National.

Section 3. Any member of a NAGE Local Unit who believes that his or her grievance has been improperly handled by the Local Unit Grievance Committee or other authorized local bargaining agent shall, without exception, employ the remedies and procedures contained herein. No complainant shall be entitled to enforce or present his or her claim against NAGE or its Local subordinate in any Court or other administrative body without first exhausting these internal procedures.

## **ARTICLE 10**

### **DELEGATES TO CONVENTIONS AND REGIONAL MEETINGS**

#### **Section 1. DELEGATES**

The Local Unit Officers who have been elected by secret ballot shall serve as the voting delegates to intermediate and/or national bodies including National Conventions. If the total number of officers is greater than the number of delegates allowed, the officers shall attend as delegates in the following order provided they are able and available to serve:

1. President
2. Vice President
3. Treasurer
4. Recording Secretary

#### **Section 2. NUMBER OF DELEGATES**

The number of delegates and/or alternates the Local designates to the National Convention shall be in accordance with Article VI, Section 5 of the National Constitution and By-Laws, which states that each Local Unit shall be allocated one delegate for 500 members or less, and one additional delegates for every 500 members or fraction thereof.

#### **Section 3. SELECTION OF ADDITIONAL DELEGATES**

If the number of elected officers is less than the number of delegates, then arrangements shall be made for nominations in the Local Unit and secret ballot election.

#### **Section 4. ELECTION OF DELEGATES**

Election of delegates must be conducted by secret ballot. Notice of elections must be mailed to each member of the local at his/her last known address, not less than 15 days prior to the election. Notice of nominations and elections may

be combined provided that a reasonable time is allowed for nominations. The Local Secretary shall preserve for three (3) years the ballots and all other records pertaining to the election.

## **ARTICLE 11** **DISCIPLINE**

Section 1. Local officers or members may be charged with the following:

- (1) Violation of any specific provision of this Local Constitution and By-Laws and/or the National Constitution and By-Laws of the National Association of Government Employees;
- (2) Violation of the oath of loyalty and/or their duty to the International Union, NAGE the Local Unit and/or the members thereof;
- (3) Misfeasance, malfeasance, or nonfeasance such that they have breached their duty to the International, NAGE, the Local Unit and/or the members thereof; (4) Disloyalty or conduct unbecoming a member; (5) Financial malpractice;
- (6) Corrupt or unethical practices or racketeering;
- (7) Advocating or engaging in dual unionism or secession;
- (8) Disobedience to the regulations, rules, mandates and decrees of the International Union or NAGE or the Local Unit;
- (9) The wrongful taking or retaining of any money, books, papers, or any other property belonging to the International Union, NAGE or the Local Unit; or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers or other property of the National Union or the Local Unit;
- (10) Working as a strike breaker or violating wage or work standards established by the International Union or NAGE or the Local Unit; (11) The bringing of false charges against a member or officer without good faith or with malicious intent;
- (12) Failing to pay his or her proper union membership dues, or failing to remit proper dues from the Local to the National;
- (13) Discrimination or advocacy of forbidden discrimination against any other member on the basis of race, ethnicity, creed, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age or disability.

If such charges are substantiated in accordance with the procedures established hereafter, such remedial and/or punitive action can be taken as is justified and in the best interest of the organization and its members.

### **Section 2. DISCIPLINARY PROCEDURES**

Charges brought by Member(s) of the Local Unit and Determined at the Local Level:

- A. Charges alleging any conduct in Section 1 above on the part of any member or officer of a Local Unit shall be filed in duplicate with the Secretary of the Local Unit, who shall serve a copy thereof on the accused either personally or by registered or certified mail, directed to the last known address of the accused, at least ten (10) days before the hearing upon the charges. The Local Unit President shall send a copy of this Notice to the National President. The charges must specify the events or acts which the charging party believes constitute the basis for charges and must state which subsection(s) of Section 1 of this Article the charging party believes have been violated. If the charges are not specific, the Trial Body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No Charges may be filed more than six (6) months after the charging party learned, or could have reasonably learned, of the act or acts which are the basis of the charges.
- B. The Executive Board of the Local shall act as the Trial Body.  
The accused may appear in person and with witnesses to answer the charges against him/her and shall be afforded a full and fair hearing. The person charged may select any person to act as his or her advocate unless otherwise limited by these Local Constitution and By-Laws.
- C. If any portion of the charges is sustained by the evidence, then the trial body shall render such judgment and impose such discipline as it considers just. If the charges are not sustained, they shall be dismissed and the accused shall be restored to full rights or membership and/or office.
- D. If the charges brought are against member(s) of the Local Executive Board or Trial Body, that person(s) charged shall not sit as a member of that body for the purposes of deliberating on the charges. If this results in an insufficient number of persons to constitute a quorum of the Trial Body, the parties shall agree to a method of establishing a fairly constituted panel to determine the sufficiency of the charges and to issue a judgment. If the parties cannot agree, either party may submit the issue to the National President by contacting the National Executive

Secretary in writing. The National President shall determine the method of establishing a fairly constituted panel, or shall order that the National take immediate jurisdiction.

- E. If the accused is unable or unwilling to be present at any hearing provided for herein, a defense may be presented in writing. In default of appearance or defense, the Trial Body shall proceed with the hearing regardless of the absence of the accused.
- F. The Trial Body, after requisite due process has been afforded, may impose such penalty as it deems appropriate and as the case requires. The National President shall be notified of the Hearing Decision.

## ARTICLE 12

### APPEALS

#### Section 1. APPEAL OF DISCIPLINARY ORDER

Any person or body against whom disciplinary action has been taken or whose charges have been dismissed in whole or in part shall have the right to appeal. An appeal to the National Executive Committee may be taken either by the accused or the member filing the charges from any decision of this Local Unit with respect to such charges, provided such decision is a final decision under the terms of the Constitution and By-Laws of the Local Unit. Any such appeal must be filed in writing with the National Executive Secretary by registered or certified mail, within fifteen (15) days after the decision. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of any appeal, the decision being appealed from shall remain in full force unless it is stayed by the National Executive Committee. The National Executive Committee may decide the appeal on the records made by the Trial Body or may, in its discretion, upon at least ten (10) days notice, hear arguments or hold a rehearing either itself or before a hearing officer or officers designated by it. The National Executive Committee may confirm, reverse, or modify the decision appealed from.

#### Section 2. APPEAL OF ELECTIONS

Any member of this Local may use the following procedure to appeal the results of an election for Local Officers and/or delegates to the National Convention. Within fifteen (15) calendar days after the tally of ballots has been furnished to the members of the Local, any member of the Local may file objections to the conduct of the election or conduct affecting results of the election to the Local's Executive Committee or Board. Objections must be made in writing and must contain specific reasons in support thereof.

#### Section 3. APPEALS OF LOCAL UNIT ACTION

Any member or officer aggrieved by any action of this Local Unit not covered by the provisions of Article XII of the National Constitution and By-Laws (including determinations of election protests) may petition the National President within fifteen (15) days after the act complained of, or may petition the National Executive Board, within fifteen (15) days after the action of the National President thereon, to review the action of the Local Unit or affiliated body. The President will endeavor to have a hearing held within thirty (30) days of the petition or protest, if the President deems a hearing to be necessary, and shall attempt to render his or her decision within thirty (30) days thereafter.

## ARTICLE 13

### FINANCIAL RECORDS

#### Section 1. FINANCIAL RECORDS

Financial records of the Local Unit shall be kept on a fiscal year basis. The Fiscal year shall begin September first (1st) and end on August thirty-first (31st).

#### Section 2. REVENUES

The revenues of the Local Unit shall be derived from membership dues and from such other sources as may be approved by the Local Executive Board.

#### Section 3. FINANCIAL DATA TO NATIONAL

The Local Unit shall every six (6) months submit copies of their financial data, and copies of bank statements as may be requested. In the event that a Local Unit refuses to comply with this section, the Per Capita payments under Article X, Section 6 of the National Constitution and By-Laws will be suspended until such time as the Local Unit complies. The time period for the Local Unit to submit financial data shall be on January 1, and July 1 annually. Information provided under this section shall be submitted to the Auditors of the National Association of

Government Employees.

#### Section 4. **BANK ACCOUNTS**

The Local Unit shall maintain a separate bank account for the business of the Local and shall not commingle union monies with any personal accounts. No bank debit/ATM cards will be utilized for this Local Unit's Banks account(s). The Local may request a waiver from the National President to justify the use of ATM/Debit Cards for this Local's Business.

#### Section 5. **SIGNATORIES**

All checks drafted by the Local Unit must be signed by two (2) officers of the Local.

#### Section 6. **RECORDS**

Records of the Local Units, including bank statements, financial records, checks, correspondence, grievance records, notes and minutes. of official meetings, shall be maintained for five (5) years. Said official records shall be turned over to the duly elected president or his/her designee upon succession to office.

### **ARTICLE 14**

#### **BONDING OF LOCAL OFFICERS**

##### Section 1. **BONDING OF LOCAL OFFICERS**

- A) The President and Treasurer of this Local Union shall be bonded in accordance with the NAGE National Constitution and By-laws.
- B) Every Officer, agent, or employee of the Local handling funds or other property of the Local whose property and annual receipts exceeds \$5,000 in value shall be bonded, with a recognized surety company, in accordance with the provisions of Section 502(a) of the Federal Reporting and Disclosure Act of 1959 as amended. The bond of each such person shall be fixed at the beginning of the Local's fiscal year and shall be in an amount not less than ten (10%) of the funds handled by such person and his predecessor or predecessors, if any, during the preceding fiscal year of the Local, but in no case more than \$500,000.

### **ARTICLE 15**

#### **AMENDMENTS**

Proposed Amendments to this Constitution and By-Laws shall be submitted to the Executive Board of the Local in writing, and signed by twenty-five (25) members in good standing. The proposed amendment shall be cited within the call for a regular or special membership meeting. The proposal may be amended at the regular or special meeting by a simple majority vote of the members present and voting. The Amendment shall require two-thirds (2/3) vote for adoption by the members present and voting.

### **ARTICLE 16**

#### **CONFLICTS**

##### Section 1. **CONFLICTS**

In the event that these Local By-Laws conflict with the National By-Laws and/or are silent, the National By-Laws will supersede and control.

##### Section 2. **PARLIAMENTARY PROCEDURE**

All procedural rules not provided for in this Constitution and By-Laws or the National Constitution and By-Laws shall be decided in accordance with the most current edition of Robert's Rules of Order.

### **ARTICLE 17**

#### **EXPENSES**

Recognizing that the President and organizers of this organization do not work regularly scheduled hours and receive no compensation for overtime or premium pay, also recognizing that such individuals are required to pay varying amounts for lodgings and meals, depending upon the City to which they travel and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the Constitution and the By-Laws, that such activities benefit the organization and its members; that the time spent in such activities is unpredictable and unascertainable they shall be reimbursed for, or credit provided for all expenses incurred in connection with these activities with the majority approval of the Executive Board.

When a representative of the organization is engaged in activities in the interest of or for the benefit of the Union and its members, the Local Union shall pay the expense incurred therein, or reimburse the representative upon receipt of itemized vouchers from or the supplier of each service.

## **ARTICLE 18** **AGREEMENTS**

- A) Negotiation of successor agreements with the employer will include the entire sitting Executive Board as the Negotiating Team.
- B) The President shall submit a completed contract proposal, or complete thorough list of contract changes to the membership five (5) days prior to any ratification vote by the membership on all successor agreements between the Employer and the Union. There shall be NO VOTE on the same day a contract proposal is submitted to the membership.
- C) The President shall report in full at each meeting of the Executive Board on the progress of any ongoing negotiations.
- D) All agreements shall be processed in accordance with the National Constitution, and State and Federal Laws. All Successor Agreements, Side Letters or individual Memorandums of Agreement, shall bear the Local Union's Seal to be valid.
- E) No member shall take a job action unless so ordered by the President after full compliance with applicable provisions of the National Constitution.
- F) A vote for job action shall be taken before any job action is conducted. Such vote is to be taken by secret ballot among the unit membership affected or the Local Union as a whole.

## **ARTICLE 19,** **DUES AND REINSTATEMENT**

- 1) This Local Union may charge such sums for monthly dues as the Local Union may decide upon, but in no case shall they be less than ten dollars and ten cents (\$10.10) per week per member for a full-time employee in compliance with the National Convention 2006 decree.
- 2) All new members shall present themselves to be sworn in as new members at a General Membership Meeting at which time they will be issued NAGE LOCAL 495 Identification Cards with their date of seniority and membership.
- 3) Any member in arrears in dues for three (3) months shall stand automatically suspended from all rights and privileges of membership at the end of the third month. Any member so suspended shall be required to make the Union whole.
- 4) Any person who has been a member of the Local Union, and has been dropped from the membership roll for non-payment of dues, may become a member again by applying for reinstatement. A person can only join as a new member once.

## **ARTICLE 20** **DUTIES OF MEMBERS**

- A) Any ethical person, within the jurisdiction of this Union, employed within the units represented by this Local Union shall be eligible for membership in this organization.
- B) It is the duty of each member to regularly attend the meetings to become familiar with the business of this Local Union, to pay all dues, assessments and fines promptly.
- C) A member shall lose good standing membership in the organization by:
  - 1) Being delinquent more than 30 days in dues
  - 2) Suspension or expulsion from membership after appropriate proceedings consistent with the By-Laws of the constitution
  - 3) A member in a suspended status because of failure to pay dues or other obligations as required by the National Constitution and these By-Laws, and not suspended or expelled from membership pursuant to disciplinary action, may reinstate good standing for the purpose of attending Local Union meetings and voting at elections by the payment of all delinquent dues and other financial obligations prior to such meeting and election. In no event shall such readmission restore any privileges, death gratuities or other



benefits.

- D) Every member by virtue of membership in the Local Union is obligated to abide by these By-Laws and the National Constitution 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.
- E) Every member by virtue of membership in the Local Union, authorizes this Local Union to act as exclusive bargaining representative with full and exclusive power to execute agreements with Employer, governing terms and conditions of employment and to act for 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 manners as the Local Union or officers deem to be in the best interest of the Local Union.
  - 1) The President may decline to process any such grievance, complaint or difficulty or dispute, if in their reasonable judgment, such grievance, complaint or dispute lacks worth.
  - 2) The member shall have the right to appeal any decision of the President pertaining to grievance to the Executive Board for a decision. The rights of the grievant shall always be protected during this process.
- F) No member shall interfere with the elected officers 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 by them provided that this does not interfere with the performance by this Local Union of its legal or contractual obligations.
- G) No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, nor shall any member slander or libel the Local Union, its members, officers, or be a party to any activity to secure the disestablishment of the Local Union as the Collective Bargaining Agent for any employee.
- H) No member shall be permitted at any union meeting or assembly to engage in any of the conduct hereinbefore mentioned.
- I) Every member shall follow the rules of order at all meetings of the Local Union.
- J) Membership in this Local Union shall not vest any member thereof with the right, title or interest in or to the funds, property or other assets belonging to the Local Union now or hereafter and no member shall have a property right to membership in this organization.

## **ARTICLE 21**

### **RIGHTS OF MEMBERS**

Subject to reasonable application, no provision of these By-laws, rule of parliamentary procedure or action by the Union or its Officers shall be administered in such a way as to deprive individual members of the following rights:

1. The right to nominate candidates or vote in elections or referendums of the Union.
2. The right to attend membership meetings and to participate in the deliberations and voting upon the business of such meetings.
3. The right to meet and assemble freely with other members and to express any views, arguments or opinions and to express at meetings, views upon candidates in any election of the Union or upon any business properly before the meeting.
4. The right to information concerning the conduct of the Local Union Business.
5. The right to institute an action in any court, or in a proceeding before any administrative agency, irrespective of whether or not the Union or its officers are defendants in the action, or to appear as a Witness in a judicial, administrative or legislative proceedings, or to petition any legislator subject to the exhaustion of intra-union-remedies as required by the National Constitution and applicable law.

## **ARTICLE 22**

### **OBJECTIVES**

#### Section 1. **THE OBJECT OF THIS LOCAL SHALL BE**

- A) To unite into one labor organization, all workers eligible for membership, regardless of religion, race, creed, color, national origin, age or sex; There shall be no discrimination against any member or any applicant for membership by reason of race, creed, color, religion, sex, national origin, ancestry or age.
- B) To engage in organizing unorganized workers and to provide service to those who are organized.
- C) To secure improved wages, hours, working conditions and other economic advantages through organization, negotiations and collective bargaining, through advancement of our standing in the community and in the labor move-

ment, through legal and economic means and other lawful methods.

- D) To safeguard, advance and promote the principle of free collective bargaining, the rights of workers, farmers and consumers and the security and welfare of all the people by political, educational and other community activity.
- E) To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social and other activities which further the interests of this organization and its membership.
- F) To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part, similar or related to those of this organization.
- G) To engage in community activities this will advance the interests of this organization and its members in the community.
- H) To protect and preserve the Union as an Institution and to perform its legal and contractual obligations.
- I) To carry out the objectives of the National Union as an affiliate thereof; and its duties as such an affiliate.
- J) To receive, manage, invest, expand or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these By-Laws and the National Constitution, and to such additional purposes and objects not inconsistent there with as will further the interest of this organization and its members.

Section 2. It is recognized that the problems with which this labor organization is accustomed to deal are not limited to Unionism or to organization and collective bargaining alone, but encompasses a broad spectrum of economic and social objectives as set - forth above, and as the Union may determine from time to time, we therefore, determine and assert that the participation of the Labor organization, individually and with other organizations, in the pursuit and attainment of objectives set forth herein are for the sole benefit of this organization and its members.

### **ARTICLE 23**

#### **GENERAL PROVISIONS**

- a) The right to assume office or hold office or position in the Local Union, as distinguished from accrued or vested benefits, shall never be deemed a property right, but shall be a personal privilege and honor only. Any action taken by an officer in good faith and within the scope of his authority and power under these By-Laws shall not be the basis for any personal liability against such office.
- b) All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any Federal or State Agency either for and in behalf of the Local Union or as an officer or employee thereof, but accidental default shall not be considered a violation of the duty imposed by this section.
- c) All officers in the performance of their duties shall adhere to the terms of these By-Laws and the National Constitution.
- d) The officers, stewards and other representatives of this Local Union occupy positions of trust in relation to the Local Union and its members as a group and are, therefore, accountable to the membership with respect to the performance of their fiduciary duties.

The oath of office for the Executive Officers shall be:

“I \_\_\_\_\_ do hereby sincerely pledge upon my honor that I will faithfully perform the duties of my office as prescribed by the Constitution and By-Laws of this Union and bear true allegiance to the National Association of Government Employees and serve the interest of this membership first and foremost. I will deliver to my successor in office all books, papers and other property of this Union that may be in my possession at the close of my official term. I will also deliver all property of the National Association of Government Employees to the General President upon demand.”

The oath of office for the Executive Board Members, Stewards and new members shall be:

“I \_\_\_\_\_ promise never to discriminate against a fellow worker on account of creed, color, nationality or sex, nor will I knowingly wrong a fellow member of the National Association of Government Employees Local 495 or see a fellow member wronged, if it is in my power to prevent it.”

New members of this Union shall take the oath of membership at a General Membership meeting where they will be issued Local Union Identification Cards.

### **ARTICLE 24**

#### **LOCAL UNION PROPERTY**

No property of the Local Union and no property in the possession, custody or control of this Local Union or any of its officers, representatives or employees and no property held in trust by any Officer for and in behalf of this Local

Union expressed or implied, which was created or established by Local Union or their beneficiaries, shall be given, contributed, donated or appropriated, either directly, or indirectly, to aid or assist or be expended in behalf of any seceding dual or antagonistic labor organization or group, nor to any Local Union which is acting in violation of the Constitution of the National.

**ARTICLE 25**  
**DISSOLUTION**

This Local Union cannot dissolve, secede, or disaffiliate while there are seven (7) dissenting members. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, be real and personal, of this Local Union, shall become the property the National Union. Under no circumstances shall this Local Union distribute its funds, assets, or properties individually among membership.

Adopted by the membership on November 23, 2009.

Certified by the National Association of Government Employees, National Executive Committee on November 9, 2009

Submitted by NAGE Local 495 Executive Board:

Sean Maher, President  
Kenneth Anderson, Vice President  
Kevin Leary, Treasurer  
Katherine Anderson, Recording Secretary  
Mike Berberian, Executive Board Member  
Jon Camarra, Executive Board Member  
Matthew Campaniello, Executive Board Member  
Mary Cocorochio, Executive Board Member  
John Grant, Executive Board Member