

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 459, AFL-CIO



**CONSTITUTION**

**and**

**BY - LAWS**

as amended November 12, 2002

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OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
Local 459, AFL-CIO  
Lansing, Michigan

CONSTITUTION AND BY-LAWS

## **ARTICLE 1 - PREAMBLE**

This Union declares for its objectives and aspirations the following: To organize all unorganized professional, technical, office and clerical employees; to secure terms and conditions of employment for its members consonant with the ideals of fair wages; to promote and encourage harmonious relationships between ourselves and our employers; to render all possible assistance to our fellow members in the American Federation of Labor and Congress of Industrial Organizations and the Canadian Labor Congress; and to have, in general, the same aims and purposes of the International Union provided for in its Constitution in the interests of all professional, technical, office and clerical employees.

## **ARTICLE 2 - NAME**

This organization, located at Lansing, Michigan, shall be known as the Office and Professional Employees International Union, Local No. 459. This Union shall be and remain a chartered Local union of the Office and Professional Employees International Union of the American Federation of Labor and Congress of Industrial Organizations and the Canadian Labor Congress.

## **ARTICLE 3 - EXISTENCE**

This Local Union cannot be dissolved while there are seven (7) dues-paying members therein who desire to continue its existence. Upon the dissolution of this Union, all its properties and assets, including its funds, books, and records, shall become the property of the International Union, to be held by the International Union in trust for a period of one (1) year, during which time such property shall be returned to the Union if it is reconstituted. After such one (1) year period, such properties and assets shall become the property of the International Union treasury to be used by the International Union for its general purposes.

## **ARTICLE 4 - JURISDICTION**

**Section 1.** This Union shall embrace within its membership employees in any phase of professional, technical, office, clerical and related work in the commonly accepted sense of that term coming within its jurisdiction established under the Constitution of the Office and Professional Employees International Union.

**Section 2.** This Union recognizes the right of the Executive Board of the International Union to determine jurisdiction between Local Unions and to settle all controversies respecting jurisdiction between Local Unions.

#### **ARTICLE 5 - MEMBERSHIP**

**Section 1.** No person shall be admitted to membership who advocates principles or lends support to organizations or movements whose purpose and objectives are contrary to the fundamental principles of the established governments of the United States, Canada, and Commonwealth of Puerto Rico, or in conflict with the policies of the International Union.

**Section 2.** All officers and full-time paid organizers of the International Union shall be ex-officio members of this Union with the privilege of participating in this Union's meetings, but not voting; provided, however, such officers and organizers shall retain and may exercise full rights of participation in this Union if they hold membership in this Union.

**Section 3.** Any member of this Union who secures employment under the jurisdiction of any other Union affiliated with the American Federation of Labor and Congress of Industrial Organizations or the Canadian Labor Congress not under the jurisdiction of this International Union, who is thereby required to become a member of such other Union, may retain her/his membership in this Union.

#### **Section 4.**

- A. Except as detailed below all members shall be good-standing members and entitled to participate fully as members in the affairs of this Union until expelled, or suspended and not reinstated, or until such members have been issued withdrawal cards in accordance with the Constitution and By-Laws of this Union.
  
- B. Acting Supervisors, in the event any member becomes a Supervisor or serves as an acting Supervisor for thirty (30) calendar days or more within the meaning of the National Labor Relations Act or the Michigan Public Employees Relations Act (and is not a member of a Supervisor bargaining unit represented by this Union) that member may either continue dues and membership or make application for and receive a withdrawal card. However if such member does not make application for and receive a withdrawal card, such member shall not be eligible to participate or have a vote in any of this Union's proceedings which affect the wage and conditions of employment of the employees in the establishment where he/she is employed as a Supervisor. Such member shall not be eligible to be a candidate for office, nor shall he/she be eligible to represent this Union in any official capacity

whatsoever. A member who holds an office/prior to becoming an Acting Supervisor, and who continues her/his membership shall have such office held for up to ninety (90) calendar days so that the member may resume serving in that office when the Acting Supervisor status ends.

- C. Voluntary Leaves in the event any member takes a voluntary leave of absence for more than thirty (30) calendar days from her/his bargaining unit position and does not make application and receive a withdrawal card, such member shall continue dues and membership including rights to participate in proceedings involving her/his bargaining unit.
- D. Involuntary Leaves In the event a member takes an involuntary leave of absence such as layoff, disability or worker=s comp, or in the event a member is terminated and the termination is being grieved, then such members dues may be waived for up to twelve (12) months in accordance with Article 13, Section 1. That member shall continue all membership rights except rights to participate in proceedings involving her/his bargaining unit. In addition, such member shall not be eligible to be a candidate for any office.
- E. A chart is attached to this Constitution and By-laws (attachment B) for illustration purposes only to show the status of members on leaves of absences.

**Section 5. Retired Members.** Whenever any member is totally and permanently disabled and/or reaches retirement age and ceases active employment, he/she may apply to be placed on retirement member status. Retired members shall be required to pay dues of two dollars (\$2.00) per month, shall have the right to attend meetings and participate in deliberations, but shall not be entitled to vote and shall not be eligible to hold office or serve the Local in any elected capacity. Retired members shall be entitled to the OPEIU Union Privilege Program.

**Section 6. Associate Members.** Individuals may apply for membership as an associate member. The Executive Board shall determine whether or not to grant this membership. It may be granted to laid-off members, members promoted outside of a bargaining unit or to individuals who are not presently covered by a collective bargaining agreement. Associate members shall be required to pay dues of six dollars (\$6.00) per month. Associate members shall have the right to attend meetings and participate in deliberations, but shall not be entitled to vote and shall not be eligible to hold office or serve the Local in any elected capacity. Associate members shall be entitled to the OPEIU Union Privilege Program.

## **ARTICLE 6 - MEMBERSHIP MEETINGS**

**Section 1.** Regular meetings of the membership of this Union shall be held on the second Tuesday of August and October in odd number years. Meetings shall be held at 7:00 p.m. at a place

authorized by the Executive Board.

**Section 2.** No action of the membership shall be deemed valid or binding unless such action is taken by the membership at a regular or special meeting held pursuant to the provisions of this Constitution and By-Laws. A quorum must be present for the membership to take any action except where this Constitution and By-Laws allows for the members present at the meeting to take a specific action.

**Section 3.** A special meeting of this Union may be called by the Executive Board if it deems such action necessary or a special meeting of the Union may be called upon a request submitted to the President by not less than three percent (3%) of the members in good standing. In addition a special meeting may be called by the members for the sole purpose of reviewing a decision by the Executive Board to arbitrate or not to arbitrate a particular grievance if such a request is submitted by at least three quarters of the members in good standing of the bargaining unit in which the grievance arose.

**Section 4.** The Local shall send out notices for all meetings - regular and special - to Stewards for distribution to members or for posting at least seventy-two (72) hours before any such meeting convenes. The notice for any special meeting shall include any agenda items on which action may be taken.

**Section 5.** Three percent (3%) of the members in good standing shall constitute a quorum for any regular or special meeting. In addition a special quorum shall be declared for any regular or special meeting if there are two percent (2%) of the members in good standing with members in attendance from at least ten (10) different bargaining units represented by this Union.

**Section 6.** Only members fulfilling the requirements of Article 5 and 21 of this Constitution and By-laws shall be eligible to attend meetings of this Union and to participate to the extent set forth in those Articles: except that invited guests of the Executive Board or of this Union may attend and participate to the extent of the purpose for which they are invited, but shall not vote.

**Section 7.** Special meetings of this Union shall be held on the next second Tuesday of the month which is at least two (2) weeks after the request is submitted. Such meetings shall be held at 7:00 p.m. at a location authorized by the Executive Board. At the time that a Special meeting of this Union is called, the agenda for that meeting shall be specified. Action may only be taken at Special meetings on agenda items which are specified at the time the meeting is called by the Executive Board or requested by the members.

## **ARTICLE 7 - OFFICERS AND DUTIES**

**Section 1.**

- A. The Union shall have the following officers: President, Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-at-Arms, and two (2) Trustees.
- B. All Officers, stewards and employees of this Local Union shall be bonded under a bond approved by the Secretary-Treasurer of the International Union.
- C. Every officer and employee of this organization, other than an employee performing exclusively clerical or custodial service, shall file with the Secretary of Labor, U.S. Department of Labor, a signed report, where necessary, conforming in all respects to the requirements of Section 202 of the Labor-Management Reporting and Disclosure Act of 1959 and all pertinent rules and regulations thereunder.

**Section 2. President.** The President shall preside at all General Membership meetings and Executive Board meetings, shall preserve order during its deliberations, sign all checks drawn on the treasury, appoint all committees not otherwise ordered, authorize employment of temporary employees, supervise all Local employees, transact such other business as may be necessary to the proper functioning of this Union and shall have such other powers and duties as are provided for in this Constitution and By-Laws.

**Section 3. Vice-President.**

- A. The Vice-President shall perform the duties of the President in the absence of that Officer, and, in case of resignation or death of the President, shall perform the duties of the President until such vacancy is filled by the next regular election as provided for in this Constitution and By-Laws. He/she shall also preside when called upon to discharge her/his duties. He/she shall also be chairperson ex-officio of all standing committees and shall have such other powers and duties as are provided for in this Union's Constitution and By-Laws.
- B. He/she shall act as Chairperson of the Trustees and is required to call meetings of the Trustees in accordance with this constitution and by-laws. He/she shall have the right to require the presence of all necessary officers at such meeting including the Secretary-Treasurer.

**Section 4. Secretary-Treasurer.** The Secretary-Treasurer shall perform the following duties:

- A. He/she shall keep all financial accounts of this Union and shall maintain correct and proper accounts of all its members. He/she shall collect all initiation and reinstatement fees, dues, assessments and fines from members of this Union. He/she shall make all disbursements for this Union as provided for in Article 14 of this Constitution and By-Laws. He/she shall keep a correct record of all monies received and expended and prepare financial statements by calendar months to be submitted to the Secretary-Treasurer of the

International Union monthly, and to the next regular membership meeting of the Local Union.

- B. He/she shall deposit all funds of this Union in a financial institution recommended by the Trustees. He/she shall submit all her/ his books and records to the Trustees for audit and approval whenever called upon to do so, and, upon the expiration including funds, books and records of this Union. Before turning over such properties and assets to her/his successor, he/she must see to it that such successor is properly bonded. He/she shall turn over all properties and assets, national Union or her/his duly authorized representative when properly called upon to do so.
- C. He/she shall transmit monthly to the secretary-Treasurer of the International Union all financial obligations owing to the International Union not later than the fifteenth (15) day of the following month. He/she shall follow such accounting and reporting procedures as shall be formulated by the Secretary-Treasurer of the International Union. He/she shall be required to make monthly reports to the Secretary-Treasurer of the International Union of all dues-paying members on forms prescribed by the Secretary-Treasurer of the International Union.
- D. He/she shall be required to include in each monthly report the social security or social insurance number, name and address of all newly initiated and reactivated members; and members who have withdrawn, died, or have been suspended, including members automatically suspended after three (3) months delinquency in dues, or expelled; and the name of all persons to whom working permits were issued during the month.
- E. A petty cash fund shall be established by the Executive board and shall be maintained by the Secretary-Treasurer to pay immediate necessary petty cash demands upon this Local Union. Replenishment of this fund shall be by check, at least once monthly, the amount being the total paid-out vouchers for prior disbursements.
- F. The Secretary-Treasurer shall be properly bonded by a bonding company under a bond approved by the Secretary-Treasurer of the International Union.
- G. The Secretary-Treasurer shall, during her/his term in office, check the requirements of Section 201 (a) of the Labor-Management Reporting and Disclosure Act of 1959 to ascertain whether any changes have occurred which will cause the information required to be filed to be reported to the Secretary of Labor, U.S. Department of Labor, at the time of filing annual financial reports as required in sub-section (h) of this Section and as required by Section 201 (b) of the Labor-Management Reporting and Disclosure Act of 1959.
- H. He/she shall file annually with the Secretary of Labor, U.S. Department of Labor, a financial report containing the following information in such detail as may be necessary to

disclose this Union's financial conditions and operations for its preceding fiscal year:

1. Assets and liabilities at the beginning and end of the fiscal year;
  2. Receipts of any kind and the sources thereof;
  3. Salary and other direct or indirect disbursements (including reimbursement expenses) to each officer and also to each employee who, during the fiscal year, received more than ten thousand dollars (\$10,000) in aggregate from this Local Union;
  4. Direct and indirect loans made to any officer, employee or member, which aggregated more than two hundred fifty dollars (\$250) during the fiscal year, together with a statement of purpose, security, if any, and arrangements for repayment;
  5. Direct and indirect loans to any business enterprise, together with a statement of the purpose, security, if any, and arrangements for repayment; and,
  6. Other disbursements made by it including the purposes thereof; all in such categories as the Secretary of Labor, U.S. Department of Labor, may prescribe.
- I. He/she shall make available the information contained in the above-mentioned reports to all of the Local Unions' members.
- J. The Secretary-Treasurer shall preserve all records in accordance with provisions of Section 206 of the Labor-Management Reporting and Disclosure Act of 1959 which have been turned over to her/him until these records are at least five (5) years old. He/she shall turn over to her/his successor all such records to be kept until they are at least five (5) years old.

**Section 5. Recording Secretary.** The Recording Secretary shall keep the Minutes of all Meetings and proceedings of the Union and the Executive Board.

**Section 6. Trustees.** The Trustees shall meet as needed at a time designated by the Vice-President who will act as Chairperson of the Meeting. The Trustees duties at the meeting will be to examine the financial records and report any discrepancies to the Union and the Secretary-Treasurer of the International Union.

In the event the Vice-President is unable to call a trustee meeting in accordance with the above, the President shall call the meeting and act as Chairperson.

**Section 7. Sergeant-at Arms.** The Sergeant-at-Arms shall allow no members to retire except by permission from the President. He/she shall introduce visitors and escort them from the hall after a motion to go into executive sessions. He/she shall satisfy herself/himself that all present are entitled

to remain in the meeting of the Union and perform such other duties as are usual to the office.

## ARTICLE 8 - EXECUTIVE BOARD

**Section 1.** The Executive Board shall consist of the President, Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-at-Arms, two (2) Trustees, plus the Members-at-Large representing the various units as indicated below.

**Section 2.** The Executive Board shall have Members-at-Large elected in the following manner. Each bargaining unit with at least one hundred (100) members shall have one Member-at Large to be elected by the members in the bargaining unit. There shall be one Member-at-Large to represent all the bargaining units with less than one hundred (100) members to be elected by the members in the bargaining units with less than one hundred (100) members. The elections for Members-at-Large shall take place at the same time and in the same manner as the election of officers.

**Section 3.** Regular Executive Board meetings shall be held on the second Tuesday of each month at a time and at a place designated by the Executive Board. Other Executive Board meetings shall be called by the President, as needed. The presence of at least one (1) of the following: the President, the Vice-President, the Secretary-Treasurer, the Recording Secretary and the presence of at least fifty percent (50%) of the entire Board shall constitute a quorum, and such quorum shall have power to transact all business of the Executive Board.

**Section 4.** The Executive Board shall conduct the affairs of the Union in the intervals between General Membership meetings. It is empowered to authorize and perform all acts for the conduct of the Union's business between such Membership meetings. These shall include:

- A. The Executive Board shall authorize employment of service representatives or organizers as it deems necessary for the proper conduct of the Union's business and shall determine the compensation for such employees in accordance with the collective bargaining agreement and any Executive Board policies. -
- B. The Executive Board shall authorize employment of such clerical assistance as it deems necessary for the proper conduct of the Union's business and shall determine the compensation for such employees in accordance with the collective bargaining agreement and any Executive Board policies. -
- C. The Executive Board may engage legal counsel and determine the compensation for such services. -
- D. The Executive Board shall determine which grievances shall be -  
arbitrated.
- E. The Executive Board shall determine which staff shall service which bargaining units. The Executive Board may authorize the President to make such determinations subject to it=s review from time to time.

- F. The Executive Board shall act as the Trial Board of the Union.
- G. The Executive Board shall determine compensation for all officials of the Union.
- H. The number of Stewards for each bargaining unit and their apportionment among the various departments shall be as determined by the Executive Board if not set by the collective bargaining agreement for that unit.
- I. The Executive Board shall have the power to add to the Executive Board representatives from units with over one hundred (100) members that are organized during their term of office.

**Section 5.** Any officer or member of the Executive Board as enumerated in Section 1 of this Article who fails to attend three (3) successive meetings, without being excused from such attendance by the Executive Board, shall be deemed to have forfeited his office, and the Executive Board, pursuant to Article 23, may appoint a successor for the balance of the unexpired term; provided, however that if the office of the President is thus declared vacant, the Vice-President shall perform the duties of the President until such vacancy is filled by an election as provided in Article 9.

**Section 6.** Draft minutes of any Executive Board meeting shall be available for review no later than two (2) weeks following the meeting. Specific details which could violate a member's confidentiality or could disclose bargaining strategy may be protected

**Section 7.** The membership may discuss, modify or overturn any action of the Executive Board but any such decision must be done at a membership meeting at which a quorum is present and which is held or properly requested within one (1) calendar month of the Executive Board action.

**Section 8.** A bargaining unit shall be considered to have one hundred (100) or more members for purposes of Article 8 Section 2 if it has one hundred (100) or more members for the six (6) full consecutive months prior to the nominations of Officers. If after the election of Officers, a bargaining unit adds members so that its membership is one hundred (100) or more for six (6) consecutive months, then that bargaining unit shall be entitled to a Member-At-Large seat which shall be filled in accordance with Section 4 (I). If after the election of Officers, a bargaining unit loses members so that it has fewer than one hundred (100), then that bargaining unit shall retain its Member-At-Large seat until the next election.

#### **ARTICLE 9 - CONDUCTING ELECTIONS OF THE EXECUTIVE BOARD**

**Section 1.** It shall be the aim of the Union to elect the Executive Board the most capable members of the various groups comprising the Membership of the Union.

No person shall serve as an officer, trustee, member of the Executive Board, service representative, organizer or other such employee if such service violates section 504 of the Labor-Management Reporting and Disclosure Act of 1959.

No person employed by this Local Union as a regular part-time or full-time service representative, organizer or support staff and covered by a collective bargaining agreement shall serve as an officer, trustee or a member of the Executive Board.

**Section 2.** The Executive Board shall be elected by the Membership by secret ballot and shall hold office for a term of two (2) years unless removed for cause or until their successors have been elected and installed in office. Elections will be held in October of the odd-numbered years.

**Section 3.** No person shall be elected or appointed to an office in or as an Executive Board member of this Union unless he/she has been a member of this Union in continuous good standing for at least the preceding twelve (12) months, except that if a person is from a recently organized bargaining unit whose membership was not required to pay dues during all of the preceding twelve (12) months, the person shall be eligible for election or appointment to that bargaining unit's Member-At-Large seat if she/he has been a member in continuous good standing since the effective date of the collective bargaining agreement for her/his bargaining unit.

**Section 4.** The nominations shall be declared open at the regular Membership meeting to be held in the month of August of odd-numbered years. The members present shall be allowed to conduct the nominations. All persons nominated shall indicate their acceptance or declination: 1) verbally if present at the meeting; otherwise, 2) in writing within five (5) days after nomination. Notice of such meeting shall be given to all members in good standing at their last known address not less than fifteen (15) calendar days prior to the date of such meetings.

**Section 5.** An Election Board of three (3) members from different bargaining units shall be elected by the members present at the regular Membership meeting after nominations for the Executive Board have been closed. No candidate in a contested election shall serve on an Election Board. The Election Board shall oversee the Union office staff performing any work required for the election.

**Section 6.** The Election Board is charged with the duty of conducting the regular election of officers and Executive Board Members of the Union. It shall make such regulations as will assure the members of a fair and honest election. Any candidate shall have the right to have an observer at the polls and at the counting of the ballots.

**Section 7.** The Election Board shall have the duty of enforcing the right to vote of the members and shall see that such right of franchise is not interfered with or hindered by anyone.

**Section 8.** The elections shall take place at the regular Membership meetings in the month of October of odd numbered years by the members present. The polls shall stay open for a thirty (30) minute period or until all members present have had an opportunity to vote whichever is longer. Notice of such meetings and a list of the candidates nominated for each position shall be mailed to all members in good standing at their last known address not less

than fifteen (15) calendar days following the nominations. If there are no positions in which two (2) or more members have been nominated, this notice may be sent to stewards in accordance with Article 6, Section 4, instead of to all members.

**Section 9.** The ballot shall allow members to vote for individual candidates. Two (2) or more candidates shall be allowed to run as a slate. A slate is free to choose any wording for the slate designation up to five (5) words. Candidates running as a slate shall be identified on the ballot according to their affiliation with a particular slate. The slate designation shall be near each candidate's name on the ballot. However, a duly nominated candidate shall have the right to run as an independent candidate. Such candidates shall be identified with "Independent Candidate" near her/his name on the ballot unless no candidates are running as a slate.

**Section 10.** No member of this Union shall be permitted to vote unless he/she is in good standing in the Union. The Election Board shall examine the membership status of all members before permitting them to vote, or opening any absent voter=s ballot cast in accordance with Article 28 and shall compare the said status with lists to be supplied by the Secretary-Treasurer.

**Section 11.** No votes for any member who is not duly nominated and listed on the ballot may be counted by the Election Board. (No sticker or write-in candidates.)

**Section 12.** There shall be no voting by proxy or mail ballot except as specified in Article 28.

**Section 13.** Only Election Board members or observers may challenge the right of a person to vote. Any person whose right to vote is in dispute, shall still be allowed to vote, but her/his ballot shall be placed in an unidentifiable envelope and sealed. This envelope shall be placed in another envelope and labeled with the member's name and the reason for the challenge. If the total number of challenged ballots could affect the outcome of the election, then the Election Board shall review the reason for each challenge and make a determination if the ballot should be counted. Those ballots determined to be valid by the Election Board shall be added to the total votes cast for each candidate.

**Section 14.** No member shall hold more than one (1) of the offices specified in Section 1 (a) or Section 2 of Article 7 at one and the same time.

**Section 15.** In the event an election results in a violation of Section 7 of this Article, the person involved who is elected to the office with the highest rank shall be declared elected, and another election shall be held for the other office or offices affected. For purposes of this sub-section, the rank of offices shall be determined by the order named in Section 1(a) of Article 7. In case the violation involves candidates for Trustee, the rank among Trustees shall be determined by the number of votes received.

**Section 16.** The candidates receiving the greatest number of votes for the respective office shall be declared elected.

**Section 17.** After an election has been held and the report of the Election Board has been rendered, all election records and ballots shall be turned over to the Secretary-Treasurer for safekeeping among the records of the Union for not less than one (1) year. The election records cannot be opened unless authorized by the Union.

**Section 18.** All officers and Executive Board members shall be inaugurated at the next regular Executive Board meeting following the election and shall assume office subject to the provisions of Article 10. Before entering the duties of their respective offices, the newly elected officers shall subscribe to the following installation obligation:

"I \_\_\_\_\_, do solemnly pledge my word and honor before these witnesses that I will, to the best of my abilities, perform the duties of my office. At the close of the official term, I will turn over to my successor all books, records and all other properties, including funds, of this Local Union, that may be in my possession. I will also deliver all such properties to the International Union upon lawful demand. I will at all times devote my efforts to further the objectives and best interests of my Union."

#### **ARTICLE 10 - RECOUNT**

**Section 1.** A recount may be ordered upon presentation to the President of a petition signed by seven percent (7%) of members of the Union in good standing. The petition must be presented to the President within fourteen (14) calendar days after the election and this petition shall enumerate the reasons why such members believe a recount should be held. Upon receipt of a valid recount petition, the President shall call a special membership meeting to elect a Recount Committee of disinterested members of the Union to conduct the recount. The membership meeting shall be scheduled no later than fourteen (14) calendar days following the receipt of the recount petition. The notice for such a meeting shall be in accordance with Article 6 Section 4. A Recount Committee of three (3) members from different bargaining units shall be elected by the members present at the special membership meeting.

**Section 2.** The installation of all newly elected officers, trustees, and Executive Board members shall not be held until a final disposition has been made on the petition for a recount and/or actual recount.

**Section 3.** No candidate elected or defeated nor Election Board member shall be eligible for membership on the Recount Committee. Any candidate or her/his observer shall be permitted to attend all meetings of the Recount Committee. The Committee shall report its findings to the members present at a special Membership meeting called by the President no later than fourteen (14) calendar days following the recount. The notice for such a meeting shall be in accordance with Article 6 Section 4. The candidates receiving the greatest number of votes as determined by the Recount Committee for the respective office shall be declared elected.

#### **ARTICLE 11 - ELECTION OFFENSES**

**Section 1.** Any member found guilty by the Trial Board of tampering with ballots, illegal voting, committing fraud, violence, coercion, or other conduct not included in the foregoing, which in any manner interferes with a member's right of franchise, shall be subject to expulsion, suspension, or fine by the Trial Board.

## **ARTICLE 12 - ELECTION OF STEWARDS AND ALTERNATES**

**Section 1.** The election of Stewards and Alternates for each bargaining unit shall take place the month following the election of Officers of the Local Union. Stewards and Alternates shall be elected by each individual bargaining unit by secret ballot at a time(s) and date(s) called by the President or her/his designee. There shall be no voting by proxy or mail ballot. If a bargaining unit has more than one steward or alternate, the members shall vote for only the Steward and/or Alternate which shall service the department and/or shift in the bargaining unit for which they work.

**Section 2.** Stewards and Alternates shall hold office for a term of two (2) years unless removed for just cause or until their successors have been elected and installed in office.

**Section 3.** If a Steward resigns or is removed for just cause, the Alternate Steward shall serve as Steward until a new Steward is elected or until a new Steward is appointed by the Executive Board.

**Section 4.** Unless specifically designated otherwise in a bargaining unit's contract, the Local Executive Board shall appoint Chief Stewards from among the stewards in that unit. The President shall make a recommendation to the Executive Board after consulting with the stewards from that bargaining unit. The President may appoint acting Chief Stewards if necessary until the Executive Board takes action.

The Executive Board shall have the authority to remove or replace Chief Stewards. The Executive Board shall consult with the President and the Stewards from that bargaining unit prior to removing or replacing a Chief Steward.

## **ARTICLE 13 - FINANCES**

### **Section 1. Dues and Initiation Fee**

- A. Regular Dues.** The regular dues of the membership shall be as follows:
- I.** Members working full-time shall pay a monthly amount equal to 1.55 times the member's regular hourly wage.
  - II.** Members working part-time shall pay a monthly amount equal to 1.30 times the member's regular hourly wage.
- B. Minimum Dues.**

- I. Any member working full-time and earning less than \$11.94 but more than \$6.00 as a regular hourly wage shall pay \$18.50 per month in dues.
- II. Any member working part-time and earning less than \$10.19 as a regular hourly wage shall pay \$13.25 per month in dues.
- III. Any member working full-time and earning less than \$6.00 as a regular wage shall pay \$13.25 per month in dues.

**C. Initiation Fee.**

- I. Members working full-time shall pay a \$30.00 initiation fee for membership.
- II. Members working part-time shall pay a \$20.00 initiation fee for membership.

**D. Definitions.**

- I. A member's hourly wage is defined as the base wage received by the member. It does not include any overtime pay, shift premiums or other similar bonuses. Cost of Living allowances are not included unless rolled into the base wage.
- II. A member's status as a full-time or part-time employee for purposes of dues and initiation fees shall be determined by the definition used in the Collective Bargaining Agreement between our Local and that member's Employer.
- III. A member who does not have a regular hourly wage shall pay monthly dues of \$26.25.

**E. Weekly & Bi Weekly Options**

A bargaining unit may opt to pay dues on a weekly or bi weekly basis instead of monthly. Units paying weekly shall pay an amount equal to the monthly dues times 12 divided by 52. (Monthly dues x 12 divided by 52 = weekly dues).

Units paying bi weekly shall pay an amount equal to the monthly dues times 12 divided by 26. (Monthly dues x 12 divided by 26 = bi weekly dues).

**F. Changes in Status.**

- I. Members who changed from part-time to full-time (or visa versa) shall pay the dues or initiation fee for the status in which the greater number of calendar days were spent.
- II. Members who received different regular hourly wages shall pay dues on the wage received for the majority of hours paid.

- G. Leaves of Absence.** Members who have worked 50% or more of their normal work schedule shall be required to pay their full dues. Members who have worked less than 50% of their normal work schedule shall not be required to pay dues. Vacation time, paid sick leave or any other paid leave of absence shall be considered as time worked for purposes of this subsection. Partially paid leaves such as workers compensation or disability shall not be considered as time worked for purposes of this subsection. Dues shall not be waived for more than twelve (12) months under this subsection.

**Section 2. Waiving Initiation Fee.**

- A.** Any former member of a union affiliated with the American Federation of Labor and Congress of Industrial Organizations or the Canadian Labour Congress not under the jurisdiction of the International Union who accepts employment under the jurisdiction of this Union, shall if he so elects, providing that his former union has a reciprocal plan of accepting withdrawal cards from local unions of the International Union in lieu of an initiation fee, upon application for membership and irrevocable surrender of an honorable withdrawal card or evidence of honorable termination of membership in those instances where the union do not issue withdrawal cards, and upon payment of one (1) month's dues in advance, if accepted into the Union, be inducted into this Union, without payment of any initiation fees (the Secretary-Treasurer of this Union to forward such evidence to the International Secretary-Treasurer in lieu of initiation fee on such applicant); and provided that:
- B.** When, in the judgment of the President of the International Union, it shall be deemed by her/him to be in the best interests of the International Union to waive initiation or reinstatement fees in whole or in part in connection with any particular organizational campaign, the President of the International Union shall be empowered to waive such fees if this Union shall so request.

**Section 3. Suspension.** Any member, more than three (3) months in arrears in dues, shall be classified as a "suspended" member, and not in good standing. Such suspended member must pay a reinstatement fee of fifty dollars (\$50.00), together with all dues up to and including the current month before he/she can regain her/his good standing in the Union.

**Section 4. Dues Increases.** All proposals for increases of dues must be presented to the Executive Board. If the Executive Board approves of such increase in dues, the motion shall be incorporated in its Minutes to be read to the next Membership meeting. There can be no vote or discussion on the subject of the dues increase at that meeting, but it shall be held over until the succeeding Membership meeting. The succeeding Membership meeting shall be scheduled at least two (2) calendar months following the reading of the Minutes to allow sufficient time for Absent Voter's Ballots to be requested, mailed to members and returned. The meeting notice for the succeeding meeting shall contain a statement informing the members of the nature of the proposal and

that a vote will be taken at that Membership meeting. A majority vote, by secret ballot, shall be required to constitute acceptance of the proposed dues increase. There shall be no proxy or mail ballot except as specified in Article 28. The votes shall be counted and a report given to the members present. Notice of such meeting shall be given to all members in good standing not less than fifteen (15) days prior to the date of such meeting.

**Section 5. Armed Service Waiver.** No initiation fee shall be required by this Local Union of any person involuntarily inducted into the armed services of the United States or Canada or entering such services during emergency periods as determined by the International Union Executive Board, if such person applies for membership with a period of one (1) year after her/his discharge, provided he/she has other than a dishonorable discharge and provide same in initial employment following such service.

**Section 6. Members Working For Two Employers** In the event a member is working for two (2) different employers whose employees are both represented by this Union, the member shall owe dues according to the following: If the member has a full-time and a part-time job, the member shall pay full-time dues at the rate the member receives for the full-time job.

If the member has two (2) part-time jobs, the member shall pay full-time dues at the higher of the two (2) rates.

#### **ARTICLE 14 - USE OF FUNDS**

**Section 1.** The funds of this Local Union cannot be divided in any way among individual members and can be utilized only for valid Union purposes.

**Section 2.** The general fund shall be used for the payment of expenses incurred by this Union on behalf of its membership primarily for general administration, organizing, defense, service and contract administration, and a depository for its monies.

**Section 3.** All disbursements shall be made by check drawn on the general fund, and shall be signed by the Secretary-Treasurer of the Union, and countersigned by either the President or Vice-President of the Union.

**Section 4.** The fiscal year of this Union shall be twelve (12) month period ending with the last day of the month of December of each year.

**Section 5.** The per capita tax, initiation fees, reinstatement fees, Strike Benefit Fund, Convention Fund and other obligations owed by this Union to the International Union shall constitute a preferred claim and must be paid promptly by this Union each month prior to the payment of any other obligations of this Union.

**Section 6.** The Executive Board shall be authorized to continue the Political Action Committee and to have a portion of each dues deposited into a separate account to be used by the Committee. The executive Board shall establish the rules and regulations for the Committee and the use of the fund.

**Section 7.** The Executive Board shall be authorized to establish a Strike Fund and to have a portion of each dues deposited into the fund to be used for the members of this Union and to establish the rules and regulations for the use of that fund.

#### **ARTICLE 15 - AUDITING OF FINANCIAL RECORDS**

**Section 1.** An audit shall be conducted following the end of each fiscal year. No later than the month following the end of the fiscal year, the Executive Board shall select a certified public accountant to audit the financial records. The audit shall be submitted to the Executive Board and to the Secretary-Treasurer of the International Union. The report shall be read at the next regular membership meeting and available for review by any member.

#### **ARTICLE 16 - CONFLICT RESOLUTION**

**Section 1.** In the event of a conflict between two (2) or more members of this Local, it is the policy of the Local to urge resolution at the earliest time and at the lowest level. Members who are unable to resolve a conflict may approach their steward for help.

**Section 2.** If members have been unable to resolve a conflict with the help of the steward, or if the steward is involved in the conflict, they may approach their Service Representative for help.

**Section 3.** If a conflict still exists and if the Local President believes that the conflict could have an adverse impact on the Local or its members, the President may suggest voluntary mediation. If such mediation is offered, the President will offer the members a name or a list of names of neutrals. The neutrals may or may not be members of the Local. The President may urge but cannot require participation in mediation.

**Section 4.** If mediation is unsuccessful in resolving the conflict or if one or more parties to the conflict declines mediation, then a complaint may be filed and hearing procedures take place in accordance with Article 17.

#### **ARTICLE 17 - COMPLAINTS AND HEARINGS**

**Section 1.** A complaint may be filed against a member for any one of these specific offenses:

- A. Giving confidential information about Local affairs to non-members when such information hurts the Local or its members;
- B. Working for an Employer against whom the Union has declared a strike unless permission has been granted by the proper officer;
- C. Working for less than the rate of pay called for in the Contract with the Local;
- D. Working in the interests of any organization or union opposed to the interests of this Local;

- E. Causing or participating in a stoppage of work because of an alleged grievance or dispute without the authorization of the Local or its proper officers.
- F. Any election offenses as specified in Article 11.

**Section 2. Complaint Procedure.**

Complaints and appeals shall be filed and pursued using the International Uniform United States Disciplinary Procedure, International Appeal Procedure, and any other applicable policies or procedures adopted by the International. Copies of applicable International policies and procedures in effect at the time of the printing of this Constitution are included in Attachment C. New or updated policies and procedures shall be made available to members by the Union upon request.

**ARTICLE 18 - NON-DISCRIMINATION**

**Section 1.** No applicant for membership or member shall be discriminated against because of race, color, creed, religion, age, sex, marital status, height, weight, national origin, sexual orientation, or handicap.

**ARTICLE 19 - PROCEDURE AT MEETINGS**

**Section 1.** The President of the Union shall act as Chairperson at all regular or special meetings of the Membership and Executive Board, except as otherwise provided in this Constitution and By-Laws. Robert's Rules of Order Revised shall apply at all meetings of this Union.

**Section 2.** It is provided further that any member requesting the Floor from the Chairperson shall make that request by stating her/his name and place of employment.

**ARTICLE 20 - REMOVAL OF OFFICIALS**

**Section 1.** All Officers, Trustees, Executive Board Members, Stewards and Alternates are deemed "officials" within the purview of this Article.

**Section 2.** Any official who has been found guilty of any of the following offenses shall be removed from office, and in addition may be expelled from Membership, or be forever barred from holding any office in the Union:

- A. Dishonesty in the conduct of his office, fraud, corruption, accepting any bribes or intimidation of any members;
- B. Abuse of office or gross negligence in the conduct of his office;
- C. Conduct unbecoming an official of this Union.

**Section 3.** No impeachment proceeding may be entertained unless there has been a petition filed with the Executive Board. Petitions regarding Officers, Trustees and Executive Board Members must be signed by twenty-five percent (25%) of the members in good standing of the appropriate bargaining unit(s). Petitions regarding Stewards and Alternates must be signed by fifty percent (50%) of the members in good standing of the portion of bargaining unit served by the Steward or Alternate. The petition shall state the specific offense with which the official is charged, as well as a brief statement sufficient to apprise the signatories of the charge being preferred.

**Section 4.** The Executive Board shall act as the Trial Board in all proceedings under this Article. Any official under charges by virtue of any impeachment petition shall be automatically barred from acting as a member of the Trial Board.

**Section 5.** The Trial Board shall follow the same procedure as provided for in Article 17 in any impeachment proceeding.

**Section 6.** Any official found guilty of violating any provision of this Article shall have the right to appeal to the International Union Executive Board at its next meeting. Pending any decision of such appeal, the determination of the Trial Board shall be final unless its decision is reversed in the manner provided for in Article 17 in this Constitution and By-Laws.

## **ARTICLE 21 - WITHDRAWAL AND MILITARY SERVICES CARDS**

### **Section 1.**

- A.** Any member of the Union leaving the jurisdiction of this Union or the International Union may apply to the Executive Board for a withdrawal card. However, no withdrawal card can be issued unless the member has paid dues up to and including the month during which the withdrawal card is requested; and provided further, that such member is in good standing with this Union and the International Union.
- B.** A withdrawal card shall be issued by this Union to any member requesting same who is leaving the jurisdiction of the International Union.
- C.** Whenever any member who is not in the employment of any employer who bargains with the Local Union or the International Union, the Local Union shall issue a withdrawal card to such member, subject to the provisions of this Section. This subsection shall not apply to any member who holds office in, or is employed by, the International Union, any of its local unions or councils, any federation or council of labor organizations with whom the International Union or any of its local unions is affiliated, or any central body with whom any local union is affiliated, or to any member entitled to benefits under any health, welfare, or pension plan whose continued coverage is conditioned upon union membership, or to any member who, in the regular course of employment has become retired, or to any unemployed member seeking dispatch to a union job through the facilities of the Local Union.

**Section 2.** Upon deposit of a withdrawal card, eligibility to vote or to run for office shall be the same as provided for in Article 5 and 9 governing the rights and privileges of members.

**Section 3.** Any person bearing a withdrawal card shall not be entitled to participate in the operation of this Union. A person bearing a withdrawal card who has complied with the jurisdiction of this Union, deposit such card and shall be admitted to membership in this Union without payment of any initiation or other fee.

**Section 4.** Withdrawal cards shall be issued by the Secretary-Treasurer of this Union, and monthly reports of all such cards, issued, deposited or canceled shall be made to the Secretary-Treasurer of the International Union.

**Section 5.** Members entering the armed services of the United States or Canada during emergency periods as determined by the Executive Board of the International Union and who are in good standing with all obligations to the International Union and this Union paid, including the month in which they entered the armed services, shall be issued military service cards which will continue their membership without the payment of dues or other fees for the period of the service required by such emergency periods and for an additional ninety (90) day period or until they again resume work within the jurisdiction of this Union, whichever comes first, except that such persons shall only accrue rights to benefits to the extent determined by this Union.

**Section 6.** All withdrawal and military service cards shall be secured by this Union from the Secretary-Treasurer of the International Union.

## **ARTICLE 22 - NEGOTIATIONS AND STRIKES**

**Section 1.** Each bargaining unit shall determine the number of members of their negotiating team if it is not set by the collective bargaining agreement for that unit.

**Section 2.** Each bargaining unit shall elect by secret ballot the negotiating team for that unit. The election shall take place at a meeting called by the President or her/his designee. There shall be no voting by proxy or mail ballots.

**Section 3.** The Executive Board shall determine the compensation, if any, for members of the negotiating team.

**Section 4.** Any tentative agreement shall be ratified by a secret ballot vote of the bargaining unit. The ratification vote shall take place at a meeting called by the President or her/his designee. There shall be no proxy or mail ballots. A majority of the members present must vote in favor of the agreement in order to ratify.

**Section 5.** This Union shall not call a strike against an employer or employers unless:

- A. A majority of the members employed by the employer or employers who are present at a meeting called by the President or her/his designee for the purpose of discussing the proposed strike, vote by secret ballot to request a strike. There shall be no proxy or mail ballots; and
- B. The majority of the Executive Board votes to approve the strike; and
- C. The approval of the International Union is obtained.

**Section 6.** Strikes against any employer or employers may be terminated if a majority of those members of this Union employed by such employer or employers vote by secret ballot to terminate the strike and if a majority of the Executive Board concurs with this action.

**Section 7.** The Local President or her/his designee shall sign each collective bargaining agreement negotiated by representative of this Local Union.

#### **ARTICLE 23 - VACANCIES IN OFFICE**

**Section 1.** In the event any vacancy is created by the resignation or removal of an official of this Union (as defined in Article 20, Section 1), the Executive Board shall be empowered to appoint a successor to fill the balance of the unexpired term, and such appointee shall hold office until the next regular election for that office.

#### **ARTICLE 24 - LIMITATIONS ON COMMITTEES**

**Section 1.** In addition to other Committees and Boards established by this Constitution and By-Laws, this Union shall provide for such other standing Committees, and, from time to time such special committees, as may be proper and necessary to conduct the business of this Union.

**Section 2.** In establishing such other committees, the duties of the committee, the extent of its authority, and the permissible amount of expenditures that may be made by such a committee must be made a part of the Minutes. In any event, such committee shall not be permitted to exercise functions belonging to other committees or boards; and shall not exceed the authority granted to them by the Membership. The President shall be an ex-officio member of all committee.

**Section 3.** The President or her/his designee shall appoint members to any committee called for in a collective bargaining agreement or Letter of Understanding between this Union and an Employer.

#### **ARTICLE 25 - AFFILIATIONS AND DELEGATES**

**Section 1.** This Union shall be affiliated with the Educational Conference embracing its geographical jurisdiction as designed by the International Union Executive Board.

**Section 2.** This Union shall be affiliated with Central Labor Organizations, Councils, Department or Federations chartered by or affiliated with the American Federation of Labor and Congress of Industrial Organizations and the Canadian Federation of Labor Congress and/or the Office and Professional Employees International Union.

**Section 3.** Delegates to the aforesaid Central Labor Organizations, Councils, Departments or Federations shall be appointed by the President.

**Section 4.** Each delegate to a Convention of the Office and Professional Employees International Union must have been in good standing in the Local Union for at least twelve (12) months prior to the convening of the Convention. Each delegate shall be selected by a secret ballot vote of the Local Union. Notice of such meeting shall be given to all members in good standing not less than fifteen (15) days prior to the date of such meeting. The members present shall elect the delegate.

**Section 5.** Delegates shall attend the meetings or sessions of the body or assembly to which they have been delegated, faithfully represent this Union and protect its interests, and properly present and support its declared policies and instructions. They shall report to this Union the proceedings of the organization to which they were delegates and perform such other duties as pertain to their office.

#### **ARTICLE 26 - INTERNATIONAL CONSTITUTION**

**Section 1.** The Constitution of the International Union shall be the paramount law applying to the government of this Union, and all provisions of said International Union Constitution insofar as the same are or may be applicable to the affairs and activities of this Union are hereby, by reference thereto, incorporated into and made a part of this Constitution and By-Laws, and any provision contained herein which is contrary to or in conflict with the provisions of the International Union constitution shall be inoperative and of no effect except as the International President may otherwise specifically approve.

#### **ARTICLE 27 - AMENDMENTS**

**Section 1.** A proposed amendment to this Constitution may be introduced by the Executive Board, or by a petition containing the proposed amendment which has been signed by at least twenty-five percent (25%) of the members in good standing. Such petition must be presented at that meeting, but it shall be held over until the succeeding Membership meeting.

**Section 2.** The Executive Board shall include the proposed amendment in its Minutes to be read at the next Membership meeting. There can be no vote or discussion on the subject of the amendment at that meeting, but it shall be held over until the succeeding Membership meeting. The succeeding Membership meeting shall be scheduled at least two (2) calendar months following the reading of the Minutes to allow sufficient time for Absent Voter's Ballots to be requested, mailed to members and returned.

**Section 3.** The meeting notice for the succeeding meeting shall contain a statement informing the members of the nature of the proposed amendment and that a vote will be taken at said meeting. There shall be no voting by proxy or mail ballot except as specified in Article 28. A vote of two-thirds (2/3) of those members voting shall be required to constitute acceptance of the proposed amendment to the Constitution and By-Laws except as provided in Article 13 - Section 4 (a) herein. The votes shall be counted and a report given to the members present.

**Section 4.** No amendment of this Constitution and By-Laws shall take effect until approval of the President of the International Union has been secured.

### **ARTICLE 28 - ABSENT VOTER=S BALLOT**

**Section 1.** An Absent Voter=s ballot shall be allowed only for the election of the Executive Board, dues increases, amendments to this Constitution and By-Laws and only according to the process below.

**Section 2.** A member may request an absent voter=s ballot for one(1) of the following reasons:

- a) The member will be absent from the community in which the meeting is being held for the entire time the meeting is being held.
- b) The member is physically unable to attend the meeting.
- c) The member will be working and unable to leave the worksite the entire time the meeting is being held.

A member requesting an absent voter=s ballot shall indicate on the form which is attachment A to this constitution and by-laws which of the above reasons apply. If a reason is not checked an absent voter=s ballot shall not be issued.

**Section 3.** Requests for an absent voter=s ballot must be received at the Union=s office by no later than one (1) calendar month prior to the meeting date. Absent voter ballots shall be mailed with a return envelope and a plain envelope enclosed by no later than seven (7) calendar days following the deadline for requests for absent voter's ballots. The return envelope shall have the member's name and address printed on the outside for purposes of validation of membership. The plain envelope shall be unidentifiable, used to contain the ballot, and shall be placed within the return envelope. The return envelope must be filled out and signed by the member.

**Section 4.** The members address on file with the Union office shall be used and it is the responsibility of each member to inform the Union of their current address.

**Section 5.** The Union shall rent a post office box to receive absent voter's-ballots - the returned ballots must be received by no later than

9:00 a.m. the day of the meeting.

**Attachment A**

REQUEST FOR ABSENT VOTER=S BALLOT

I request an absent voters ballot for the following vote:

\_\_\_\_\_

The reason for this request is (check one):

\_\_\_\_\_ I will be absent from the community in which the meeting is being held for the entire time the meeting is being held.

\_\_\_\_\_ I am physically unable to attend the meeting.

\_\_\_\_\_ I am working and unable to leave the work site the entire time the meeting is being held.

I understand this form must be received by the Local 459 office by no later than one (1) calendar month prior to the meeting date.

If I do not receive the absent voters ballot at least seven (7) calendar days prior to the meeting date, I will call the Local office.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**

**MEMBERS STATUS WHILE ON LEAVES  
OF GREATER THAN THIRTY (30) DAYS**

	MEMBER ON UNPAID INVOLUNTARY LEAVE (E.G., LAYOFF, SICK LEAVE, FIRED AND GRIEVING)		MEMBER ON UNPAID VOLUNTARY LEAVE (E.G., EDUCATIONAL LEAVE)		MEMBER IN TEMP. SUPERVISORY POSITION	
	PAYS DUES	DOESN'T PAY DUES (waived for up to 12 mos)	PAYS DUES	DOESN'T PAY DUES (issued withdrawal card)	PAYS DUES	DOESN'T PAY DUES (issued withdrawal card)
Eligible To Vote On Local Issues	YES	YES	YES	NO	YES	NO
Eligible To Vote On Bargaining Unit Issues	YES	NO	YES	NO	NO	NO
Eligible To Run For Office	YES	NO	YES	NO	NO	NO
Eligible To Hold Office Previously Elected To	YES	YES	YES	NO	NO (but position held for 3 mos)	NO

NOTE: This chart reflects a member=s right to participate in internal Union affairs. It does not affect or reflect an employees= right under their contract.

**Attachment C**

# **APPEAL PROCEDURE**

*(Adopted by the International Union Executive Board on June 23, 1999)*

## **I. DEFINITIONS**

- A. The term “Local Union” when used in this Appeal Procedure means a Local Union, council, or any other subordinate body of the Office & Professional Employees International Union (International Union), as applicable.
- B. The term “Executive Board” when used in this Appeal Procedure means the Executive Board or other governing body of a Local Union, council or other subordinate body of the International Union, as applicable.
- C. The term “membership” when used in this Appeal Procedure means the membership of a Local Union, council, or other subordinate body of the International Union, as applicable.
- D. The term “officer” when used in this Appeal Procedure means any person authorized to perform the function of President, Vice President, Secretary-Treasurer, Recording Secretary, Trustee, Business Manager or any other executive function of a Local Union, and any member of the Executive Board of a Local Union.

## **II WHAT IS APPEALABLE**

Any decisions or actions of a Local Union, or of any officers, officials or subordinate body of a Local Union, concerning the following matters, are appealable to the International Union Executive Board:

- A. An election of any Local Union officer.
- B. The discipline of any member of a Local Union for activities undertaken as a member, officer, or other official of his/her own Local Union.
- C. The membership status of any member.
- D. Disputes in which the International President deems it to be in the best interest of the International Union to permit an appeal.

## **III PREREQUISITES TO AN APPEAL**

Before any issue may be appealed, the following procedures must be completed:

A. Election Issues

1. The appeal procedures of the Local Union Constitution and/or Bylaws must be followed, and a final decision of the Local Union must be rendered.

2. For United States Local Unions, if no Local Union procedures to consider election issues exist, then the following procedures apply:

- a) Any written protest of the election stating all grounds on which the election is challenged must be presented, by a member or members of the entity in which the election was held, to the committee or other body responsible for conducting the election within ten (10) days after the ballots are counted.
- b) The committee or other body responsible for conducting the election must issue a written ruling on the issues raised in the protest within ten (10) days of receipt.
- c) An appeal may be taken to the Local Union Executive Board within ten (10) days of receipt of the decision of the responsible body or committee. The Executive Board may sustain, modify, or reverse the decision of the body responsible for conducting the election. The Executive Board shall render a decision on the appeal no later than at its next regular meeting, and that decision shall be fully explained in writing within seven (7) days after that meeting. Copies of the written decision must be sent to each protesting member and the body responsible for conducting the election, within seven (7) days after the Executive Board meeting.
- d) The decision of the Executive Board may be appealed to the membership in writing received by the Secretary-Treasurer of the Local within ten (10) days after a copy of the Executive Board's written decision is received. If appealed, the membership may sustain, modify, or reverse the decision of the Executive Board at the first general membership meeting of the Local Union held at least fifteen (15) days after the decision of the Executive Board,

by a secret ballot vote of the majority of the members present and voting.

- e) If the Local Union fails or refuses to timely process the election protest, an appeal may be taken directly to the International Union Executive Board through this Appeal Procedure.
- f) The persons that the committee or other body responsible for conducting the election declares elected shall retain their offices so long as an appeal is pending, unless the International Union Executive Board determines otherwise.

B. Discipline issues.

1. United States Local Unions

a)The Trial Board has issued its decision in accord with the Uniform United States Disciplinary Procedure.

b)If appealed, the membership has sustained, modified or reversed that decision by a secret ballot vote of the majority of the members present and voting, in accord with the Uniform United States Disciplinary Procedure.

c)If these procedures have been timely instituted but have not been completed within four months from the date charges are filed, any party to may appeal to the International Executive Board.

2. Canadian Local Unions

a)Canadian Local Unions follow the Canadian Uniform Disciplinary Procedure of a Local Union procedure which has been approved by the International President, including any appeal rights provided in such procedure.

C. Membership Status Issues

- 1. The Executive Board of the Local Union has ruled on the issues; and
- 2. The Local Union has decided the issue as provided in its Constitution or Bylaws.

D. Presidential Determination to Allow Appeal

1. If a member of a Local Union, or an officer or other official of a Local Union wishes to challenge an action of a Local Union or an officer, official or a subordinate body of a Local Union not covered by the above categories; and
2. The action has been upheld by the Local Union as provided in its Constitution or Bylaws; and
3. The member, Local Union, officer, or official presents a written Request for Permission to Appeal to the International President explaining in detail the issue or matter complained of and how it affects the International Union, and requesting relief; then
4. The International President may determine that it is in the best interest of the International Union to allow an appeal to be taken.

#### **IV. HOW AN APPEAL IS PROCESSED**

##### **A. How Taken**

1. An appeal permitted by this procedure shall be initiated by filing an appeal with the International President, and simultaneously filing a copy with the International Secretary-Treasurer.

##### **B. Timeliness.**

1. To be timely an appeal must be received no later than thirty (30) days after receipt of the final Local Union decision, or as otherwise specified in this Appeal Procedure
2. To be considered at an International Union Executive Board meeting, the appeal must have been received no less than sixty (60) days prior to the start of the meeting.
3. These requirements may be waived by the International President.

##### **C. Contents**

1. An appeal shall contain the following:
  - a) Name, address, telephone numbers, fax number, e-mail address, and Local Union of the party or parties appealing.

- b) Dates of the decisions made by all bodies of the Local Union which considered the dispute, including but not limited to the Election Committee, the Executive Board and the membership.
- c) A copy of the written decisions issues by all bodies of the Local union which considered the dispute, including but not limited to the Election Committee, the Executive Board and the membership.
- d) If no written decisions are issued by any body of the Local Union, then a detailed description of the action appealed must be included.
- e) Citation to the relevant provisions of the Local Constitution or Bylaws, the International Constitution, the International Union Disciplinary Procedures for the United States or Canada, and/or any state, provincial, or federal law relied upon.
- f) A statement of the arguments and reasons why the appeal should be granted.
- g) A statement of the relief requested.

D. Service and Response

1. Copies of the Appeal shall be served upon the Secretary-Treasurer of the concerned Local Union, at the same time the Appeal is sent to the International President and International Secretary-Treasurer.

2. Within ten (10) days of receipt of an Appeal, the Secretary-Treasurer of the concerned Local Union shall serve a copy of the complete record of all proceedings at the Local Union level, including but not limited to any documents considered, any decisions, and complete minutes of all relevant or related Executive Board and membership meetings, upon the International President and the International Secretary-Treasurer.

3. The Local Union or Unions may also file a statement of position within ten (10) days after receiving an appeal with the International President and simultaneously with the International Secretary-Treasurer.

4. The International Secretary-Treasurer shall promptly provide copies of all documents received from any party in any appeal to all other parties.

E. Method of Filing and Service

1.All documents to be sent, filed, or served in accordance with this Appeal Procedure shall be signed and sent by first class mail, or delivered and a signed receipt obtained, faxed, or sent by e-mail.

F. The Procedure

1.Upon receipt of the Appeal, Local Union record or records, and timely filed statement(s) of position, if any, the International President shall decide the procedure to be followed in the handling of the appeal. The International President may require any or all of the following action to be taken:

- a) Appoint an investigator or hearing officer to ascertain the facts and make a recommendation of the action to be taken to the Executive Board.
- b) Appoint a Committee of the Executive Board to ascertain the facts and make a recommendation of the action to be taken to the Executive Board.
- c) Direct the Appeal be decided by the Executive Board.

2.The International President shall decide in any appeal if any of the following proceedings will occur:

- a) Consideration solely upon the documentation and written statements of position and arguments previously presented by the parties.
- b) An opportunity for the parties to appear and state their positions and respond to questions.
- c) A hearing to determine the facts.

3.If the International President determines that an appeal involves the interpretation of the International Constitution, then the International President shall decide that issue or issues, and if appropriate, sustain, modify or affirm the decision(s) that have been appealed.

G. Hearings

1.If the International President determines that a hearing is appropriate, the following shall apply, subject to any limitations deemed reasonable by the Hearing Officer of Committee which is conducting the hearing:

a)The parties shall be permitted to appear and shall be afforded a full and fair hearing.

b)The parties shall the right to call, examine and cross-examine witnesses.

c)The parties shall have the right to present documentary and other evidence.

d)The parties shall be permitted to file pre-hearing but not post hearing briefs.

#### H. Representation

1.Parties to an appeal may be represented by any member of the Local Union or Union which was involved.

2. Parties to an appeal shall also have the right of advice and consultation of legal counsel, but no attorney-at-law may be present in any appeal proceedings to represent the parties unless such attorney-at-law is also a member of a Local Union which is a party to the appeal, subject to any applicable law.

#### I. How Decided

The International Union Executive Board shall decide by majority vote whether to sustain, modify or The International Union Executive Board shall decide by majority vote whether to reverse the decision(s) from which the appeal is taken.

#### J. Final Decision

If no appeal is taken, the decision of the International Union Executive Board shall be final and binding.

### **V. APPEAL TO CONVENTION**

A. Any party who intends to appeal to the International Union Convention shall state that intent in writing to the International President and all parties to the proceeding within sixty (60) days of receipt of the decision of the International Executive Board.

B. Duplicate signed copies of the Appeal shall be served upon the International Secretary-Treasurer not later than twenty-one (21) days prior to the opening date of the Convention

- C. The appeal shall state which part of the decision of the Executive Board is being appealed.
- D. The Appeal shall contain a detailed statement of the reason(s) the decision is incorrect.
- E. The International Secretary-Treasurer shall immediately provide copies of any appeal to the International President and all parties who appeared before the International Union Executive Board.
- F. During the pendency of any appeal, the decision of the International Union Executive Board shall remain in effect unless the Executive Board determines otherwise.
- G. The International President shall appoint an Appeal Committee comprised of delegates to the Convention to consider the appeal and make a recommendation to the Convention.
- H. No Appeal Committee may receive or consider evidence beyond that contained in the file of the International Union Executive Board.
- I. No party to an appeal may address the Convention about that appeal without the consent of two-thirds (2/3) of the delegates to the Convention, except that any party who is also a delegate may be heard when the recommendation of the appeal Committee is presented to the Convention for action.
- J. The Convention may sustain, modify or reverse any decision of the International Union Executive Board which is appealed.
- K. The decision of the Convention shall be final and binding.

## **VI. EXHAUSTION OF PROCEDURES BEFORE FILING COURT OR AGENCY ACTION**

- A. There shall be no resort to a court of law or any governmental agency by any party to a dispute with a Local Union, or the International Union, or with any member of the OPEIU arising under a Local Union, or the International Union Constitution or Bylaws, unless and until all procedures provided in this Appeal Procedure, or otherwise in the Constitution of the International Union, have been exhausted to the extent permitted by applicable law.

## **VII COSTS OF PROCESSING AN APPEAL**

All expenses or costs incurred by an party utilizing this Appeal Procedure shall be paid for by that party.

## **VIII. EFFECTIVE DATE**

This Appeal Procedure shall be effective upon adoption and shall apply to all appealable matters pending on the date of its adoption, except matters in which the International Union Executive Board has taken final action before the adoption of this Appeal Procedure.

## **IX. SEVERABILITY**

If any provision of this Appeal Procedure is held to be illegal or invalid in a final judgment of a court of competent jurisdiction, the remainder of this Appeal Procedure shall remain in full force and effect.

# **UNIFORM UNITED STATES DISCIPLINARY PROCEDURE**

*(Adopted by the International Union Executive Board on January 26, 2000)*

## **I AUTHORIZATION AND APPLICATION OF PROCEDURE**

This Uniform United States Disciplinary Procedure (“Disciplinary Procedure”) has been issued by the Executive Board of the Office & Professional Employees International Union (“International Union”) under the authority granted in Article XIX, Section 10 of the Constitution of the International Union, and shall be the sole procedure for processing charges by members of United States Local Unions against other members and/or Local Union officers of their own United States Local Unions and for processing charges against International Union officers who reside in the United States, or against members who are on the International Union staff and who reside in the United States; regardless of the provisions of any Local Union Constitution or By-laws.

## **II FILING OF CHARGE AGAINST MEMBER OR LOCAL UNION OFFICER**

A A charge against a member or a Local Union Officer shall be filed and tried in the Local Union to which the charged member last belonged, if the charged party is not longer a member at the time the charge is filed, except as provided in Section VIII below.

B Two or more members may be jointly charged if they participated in the same charged activity or course of conduct. Two or more members may join in the filing of a charge. In this Disciplinary Procedure, the singular terms “member”, “party”, and “charge” shall include the plural terms “members”, “parties”, and “charges.”

C A charge must be filed with the Secretary-Treasurer of the Local Union within sixty (60) days from the time when the charging party became aware of, or should have become aware of, the alleged offense. A charge shall be deemed filed when received by the Secretary-Treasurer. If the Secretary-Treasurer is a charged party in a charge, that charge shall be filed with the first of the following officers who is not a charged party: President, Vice President, and Recording Secretary. If all of those officers are charged parties, the charge shall be filed with the International Secretary-Treasurer. If the charge is filed with an officer other than the Local Union Secretary-Treasurer, the officer with whom the charge is filed shall assume the duties of the Local Union Secretary-Treasurer required by this Disciplinary Procedure.

D The charge must be in writing, and shall contain the name, home address, telephone numbers, and employer of the charging party; the name, (address, telephone numbers, and employer, if known) of the charged party; citation of the provisions of any constitution or by-laws violated; and set forth in detail the activities or conduct protested, including the events, dates, times, names of persons involved, names of witnesses, and identification of any relevant documents or other evidence.

## **III NOTICE OF CHARGE AND RIGHT TO REPLY**

A. Within ten (10) days of receipt of the charge, the Secretary-Treasurer shall forward copies of the charge, the International Union Constitution, the Constitution and Bylaws of the Local Union, this Disciplinary Procedure, and the International Union Appeal Procedure to the charged party at the charged party's last known address.

B. The copy of the charge sent to the charged party shall also be accompanied by a letter informing the charged party that he/she may provide the Trial Board of the Local Union with a written reply to the charge, but such reply must be received by the Trial Board within ten (10) days of the charged party's receipt of the charge.

C. Within ten (10) days of receipt of the reply or within ten (10) days after the last day upon which the reply could be received, whichever is earlier, the Secretary-Treasurer shall send copies of the reply to the charge, if any, the International Union Constitution, the Constitution and Bylaws of the Local Union, this Disciplinary Procedure and the International Union Appeal Procedure to the charging party.

#### **IV TRIAL BOARD**

A. The charge shall be tried before the Executive Board of the Local Union, or a committee consisting of an odd number of at least three (3) members of the Executive Board appointed by the President of the Local Union. The entire Executive Board, or this committee, shall serve as the Trial Board, except that no member of the Executive Board who has filed the charge, is a charged party, or is a witness, shall participate in any Executive Board discussions, deliberations, votes, or other activity concerning that charge.

B. The President of the Local Union shall appoint a replacement to the Trial Board for any Executive Board member disqualified by the provisions of Section IV,A.

C. If any party states in a written objection to the Trial Board that any member of the Trial Board should not serve on the Trial Board, such objection shall be decided by the Trial Board before or at the beginning of the trial of that charge. A member of a Trial Board should be removed only for strong and compelling reasons. If the Trial Board removes any of its members, the President of the Local Union shall select another Local Union member as a replacement.

D. If the President of the Local Union is a charging party, a charged party, or will be a witness in the trial of a charge, the Executive Board shall appoint the committee to serve as a Trial Board, or replace the President on the Trial Board with another member of the Local Union. If the President is the subject of a written objection to the Trial Board and is removed by the Trial Board, the Executive Committee shall select another member of the Local Union to replace the President on the Trial Board. If all members of the Local Union Executive Board are charged or charging parties or witnesses in the trial of a charge, then a Trial Board consisting of an odd number of at least three other members of the Local Union shall be appointed by the International President. The Secretary-Treasurer of the Local Union shall immediately inform the International President if such a charge has been filed.

#### **V PRE-TRIAL PROCEDURES**

A. Within ten (10) days after the time limit for the written reply of the charged party has expired, the Trial Board shall review the charge and the reply. At its discretion, the Trial Board may appoint a member or members to investigate the charge and pursue settlement short of trial. The Trial Board shall dismiss the charge where it determines that:

1. The charge was not timely filed under Section 11, C above;
2. The charge does not specify the nature of the offense or offenses as required by Section II, D above;
3. The conduct alleged does not constitute a subject for discipline as specified in the International Union Constitution or the Constitution or Bylaws of the Local Union;
4. The charge is frivolous on its face; or
5. The undisputed facts warrant dismissal.

B. When the Trial Board determines that dismissal of the charge is warranted, it shall within seven (7) days of such determination, send a written notice to both parties setting forth the reasons for the dismissal. Any such dismissal shall be appealable to the membership of the Local Union under the procedures set forth in Sections VII, C through H below for appeal of a Trial Board decision.

C. If a charge is dismissed for lack of specificity under A, 2 above, the charging party shall be granted seven (7) days to re-file an amended charge, however no further amendment of the charge shall be permitted. Any such amended charge shall be processed and considered by the Trial Board as if it were a newly filed charge, except that the sixty (60) day period for filing a charge under Section II, C shall not be applied.

D. When the Trial Board determines that a trial is warranted, it shall set a trial date and provide the parties with notice of this trial date, which shall be no less than twenty-one (21) and nor more than forty-two (42) days from the receipt of the trial notice; provided, however, that upon request and for good cause shown, the Trial Board may extend the trial date for a maximum of thirty (30) additional days.

E. If the conduct which is the subject of the charge seriously threatens the interests of the Local Union or the International Union, the charged party may be temporarily suspended without pay pending trial from any elective or appointive position in the Local Union by a two-thirds (2/3) vote of the Trial Board. Any officer or official so suspended who is found innocent, shall be immediately reinstated and made whole for the period of suspension.

## **VI TRIAL OF THE CHARGE**

A. At the trial of the charge before the Trial Board, both the charging and charged parties shall have the right to present evidence, call witnesses, cross-examine witnesses, and to obtain production of relevant union document, subject to reasonable limitations approved by the Trial Board. All parties shall have the right to be present at the trial. The charged party shall be presumed innocent until proven guilty. The burden of proof shall lie with the charging party who shall present his/her case first. Immediately after the conclusion of the presentation of the evidence, both parties shall be entitled to present oral or written closing statements.

B. The charged party shall have the right to refuse to testify. If the charged party does not appear at the trial and presents no good cause for not attending, the trial shall proceed in his/her absence.

C. Any party may be represented at the trial by one other Local Union member. Both parties shall have the right to consult with an attorney-at-law, but no attorney-at-law shall be permitted to attend or participate in the trial, except as a member.

D. The Trial Board shall have the right to determine whether persons other than the parties and their representatives, and witnesses while testifying, shall be permitted to attend the trial.

E. One member of the Trial Board shall be selected to make and maintain an accurate, detailed record of the testimony given at the trial and retain copies of any other evidence presented.

F. The Local Union shall assume the costs, if any, required for the trial facility, and any other costs the Trial Board deems reasonably necessary. Charging and charged parties shall pay all costs or expenses incurred on their behalf in any trial or other portion of a disciplinary proceeding.

G. After the close of the trial, the Trial Board shall deliberate and vote on whether the party is guilty of the charged offense or offenses. A majority vote of the Trial Board members is required for a finding of guilty. If the Trial Board finds the charged party guilty, it shall then, by majority vote, determine the proper penalty, which may include reprimand, fine, suspension, prohibition from running for office, and/or expulsion.

## **VII. NOTICE OF DECISION AND RIGHT OF APPEAL**

A. Within fifteen (15) days after the close of the trial, the Trial Board shall provide the parties with a statement of its decision, including the finding, the penalty, if any, and the reasons supporting the finding and penalty. The decision of the Trial Board shall become effective upon issuance, unless stayed pending appeal by a majority vote of the Trial Board.

B. If the Trial Board does not consist of the entire Executive Board, its decision may be appealed by any party to the Executive Board by a written notice of appeal received by the Secretary-Treasurer within fifteen (15) days after the party receives the Trial Board's decision. If there is an appeal, the Executive Board shall sustain, modify, or reverse the findings and penalty or penalties, if any, imposed by the Trial Board at its next regular meeting or at a special meeting called to consider the appeal, and notify the parties of its decision within seven (7) days of the date the decision is made.

C. The Trial Board statement, or the Executive Board notification, as applicable, shall inform the parties that they may appeal the finding and/or the penalty to the next regular membership meeting of the Local Union which is scheduled to occur at least thirty (30) days from the party's receipt of the notice of the notice of the Trial Board's decision or the Executive Board notification. The statement or notification shall state the time, date and place of that meeting. The Trial Board statement or the Executive Board notification shall also inform the parties that if they wish to appeal, they must send a notice of appeal to the Secretary-Treasurer of the Local Union to be received within fifteen (15) days from the party's receipt of the Trial Board statement or the Executive Board notification. It shall be the responsibility of the Trial Board or the Executive Board to ensure that the parties receive the required amount of advance notice of the membership meeting.

D. At the membership meeting at which the appeal is considered, the Trial Board shall present a report of the trial, its deliberations, and decision to the membership. The report shall include a summary of the testimony, and a statement of the reasons supporting the decision. At the conclusion of the report, the Trial Board shall grant the parties equal periods of time in which to make statements in support of or opposition to the decision of the Trial Board or the Executive Board.

E. The membership shall sustain, modify or reverse the findings and penalty or penalties, if any, imposed by the Trial Board or the Executive Board.

F. Any member may request that any finding made and/or penalties imposed in relation to any specific charge be voted upon separately.

G. All votes of the membership required or permitted by this Disciplinary Procedure shall be by secret ballot. All issues shall be decided by a majority of the members present and voting.

H. The action of the membership on a Trial Board or Executive Board finding and/or penalty, including any membership disposition of an appeal of a dismissal of a charge by the Trial Board or Executive Board, may be appealed through the procedure set forth in the International Union Appeal Procedure, but shall become effective immediately unless stayed pending appeal by majority secret ballot vote of the members present and voting, or by order of the International President.

## **VIII. CHARGES AGAINST INTERNATIONAL UNION OFFICERS AND INTERNATIONAL UNION STAFF**

A. A charge by a member against an International Union officer who resides in the United States, or against a member who is on the International Union Staff and resides in the United States, acting in his/her capacity as an International Union officer or staff person, shall be filed with both the International President and the International Secretary-Treasurer within sixty (60) days from the time when the charging party became aware of, or should have become aware of, the alleged offense. A charge shall be deemed filed when received by both the International President and the International Secretary-Treasurer.

B. The charge must be in writing, and shall contain the name, address, telephone numbers, and employer of the charging party; the name (address and telephone numbers, if known) of the charged party; citation of the provisions of any constitution or bylaws violated; and set forth in detail the activities or conduct protested, including the events, dates, times, names of persons involved, names of witnesses, and identification of any relevant documents or other evidence.

C. The International Secretary-Treasurer shall promptly send a copy of the charge to the charged party at the charged party's last known address. The copy of the charge shall be accompanied by copies of the International Union Constitution, this Disciplinary Procedure, the International Union Appeal Procedure, and a letter informing the charged party that he/she may provide the International President and International Secretary-Treasurer with a written reply to the charge, but such reply must be received by these International Officers within ten (10) days of the charged party's receipt of the charge. The International Secretary-Treasurer shall also promptly send copies of the reply, International Union Constitution, this Disciplinary Procedure, and the International Union Appeal Procedure to the charging party.

D. The International President shall appoint a Trial Committee consisting of three (3) members of the International Union Executive Board who are not charged or charging parties, or witnesses, to hear the charge. If the International President is a charged or charging party, or a witness, the Trial Committee shall be appointed by the International Union Executive Board. After the time limit for the written reply of the charged party has expired, the Trial Committee shall review the charge and the reply, and shall dismiss the charge where it determines that:

1. The charge was not timely filed under Section VIII, A above;
2. The charge does not specify the nature of the offense or offenses as required by Section VIII, B above;
3. The conduct alleged does not constitute a subject for discipline as specified in the International Union Constitution or the Constitution or Bylaws of the Local Union;
4. The charge is frivolous on its face; or
5. The undisputed facts warrant dismissal.

E. When the Trial committee determines that dismissal of the charge is warranted, it shall, within seven (7) days of such determination, serve both parties with a written notice setting forth the reasons for the dismissal. Any such dismissal shall be appealable to the International Union Executive Board in accord with the procedure set forth in the International Union Appeal Procedure.

F. If a charge is dismissed for lack of specificity under D, 2 above, the charging party shall be granted seven (7) days to re-file an amended charge, however no further amendment of the charges shall be permitted. Any such amended charge shall be processed and considered by the Trial Committee as if it were a newly filed charge, except that the sixty (60) day period for filing a charge under Section VIII, A shall not be applied.

G. If the charge is not dismissed, or if the dismissal of the charge is reversed on appeal, all further proceedings shall be conducted under the procedures set forth in Sections 2 (b) through (e), 3, and 5 of Article XV of the International Union Constitution.

## **IX. TRANSMISSION OF DOCUMENTS AND COUNTING DAYS**

A. Whenever this Disciplinary Procedure requires a document to be sent to a party, or any Local Union or International Union officer or body, the document shall be sent by first class mail, postage prepaid, by personal delivery, by fax, or by e-mail, unless expressly provided otherwise. If sent by personal delivery, the person making the delivery shall provide the Secretary-Treasurer of the Local Union or the International Union, as applicable, with a signed statement setting for the name of the document delivered, the name of the recipient, and the time, date, and place of delivery.

B. All days referred to in this Disciplinary Procedure are calendar days.

## **X. EFFECTIVE DATE**

A. The Disciplinary Procedure shall be effective on the date it is sent to the Local Unions by the International Secretary-Treasurer, and so far as possible shall apply to all pending disciplinary proceedings.

B. No person shall be denied any existing substantive or procedural rights because of the taking effect of the Disciplinary Procedure. Any claim of such denial shall be promptly presented in writing to the International President, and shall be resolved as directed by the International President.

## **XI SEVERABILITY**

A. If any provision of this Disciplinary Procedure is held to be illegal or invalid in a final judgment of a court of competent jurisdiction, the remainder of this Disciplinary Procedure shall remain in full force and effect.