



Vote Yes on Proposed Constitutional Changes

The Local 459 Constitution was last amended in February of 2017. Since that time, many changes have occurred with the OPEIU International Constitution. The Executive Board believed that there were enough changes that it warranted a review of the Local 459 Constitution.

A committee of staff and Executive Board members spent several months reviewing the Constitution line by line. The changes were reviewed with the entire Executive Board who unanimously voted to recommend the changes outlined in this newsletter.

Most of the changes correspond with changes in the International Constitution. At the last convention, the International Constitution was changed to allow locals to individually decide whether to charge initiation fees. Given Michigan's status as Right to Work the Executive Board does not feel it is the best interest of the Local to continue to do so. In addition, they believe language to that reinstatement fees are an obstacle to people who want to come back to the union. Therefore, the biggest change being recommended to the membership is the dissolution of initiation and reinstatement fees.

Many of the other changes are the result of trying to make the language in the Constitution more gender neutral and adding language to allow the use of current technology for notifications and voting. The entire text of the recommended changes is included in this newsletter. Due to the length of the Constitution only changes have been highlighted here. Language that is unchanged is not included here.

These changes will be reviewed with the membership at the May membership meeting detailed on the back page of the newsletter. Voting will not take place at that meeting. You may also find the entire document on our website at **www.local459.org**

All voting for these changes will be done via US mail due to the current pandemic. Members may contact the Local 459 office to request an absent voter ballot. They must do so **no later than June 8, 2021.**

Members will be mailed ballots to their home at that time. You must follow the instructions included with the ballots to ensure that your vote is confidential. All ballots must be returned via the US Postal Service not later than **July 13, 2021. Ballots may not be dropped at the Local 459 office**

If you have any questions about the proposed changes or the voting process, please feel free to call the Local 459 office, send an email to me at staylor@local459.org or attend the May 11th Membership meeting.

The Executive Board and I urge you to vote YES on the proposed Constitutional changes!

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Towing Program

OPEIU's towing program is popular around the country and especially with Local 459 members. It offers members in good standing twenty-four (24) hour service calls for tows, roadside assistance, battery service, lockout service and tire service. Every OPEIU member is entitled to two (2) tows/service calls valued up to \$80 each per year for themselves or family living in the same household that are listed on the same auto insurance policy. (For tows over \$80, the member must pay the remainder at the time-of-service call at the time of the service.)



The service is provided through National Safe Drivers (NSD). All calls for service must go through NSD. Local 459 members are automatically enrolled. You just need to call 1-800-617-2677 and give them your name.

If they ask for a membership number, tell them Local 459 does not issue membership numbers. Be sure and mention OPEIU. Our Plan Letter is B (used to be "C") and our Producer Code is 74046.

**You must call the above 800 number.
If you arrange your own tow, you will not be reimbursed.**

If you have changed your name and/or address it is imperative that you notify Local 459 (517-887-8844 or local459@local459.org) with the updated information as NSD may not recognize you as a member; and therefore, you may not be covered.

You can also download the OPEIU app or go to www.opeiu.org to get a direct link with all the towing information.

Local 459 • On the Web: www.local459.org



459 Update

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Charles Terry Food Pantry

Charles Edward Terry began his career at McLaren Greater Lansing (then Lansing General Hospital) in April of 1983. He worked there for over 25 years before being swayed over to the good guys (a/k/a OPEIU Local 459) in November of 2008 to help us fight for our member's rights on a more strategic level as a Service Representative.

Charles worked for Local 459 from November 2008 through December 2018 before his untimely passing. He represented many different bargaining units including McLaren Great Lansing-POST Unit, Hope Network Behavioral Health Network, Northeast Community Mental Health and Touchpoint.



Charles Terry



Charles left a hole in our hearts and a significant feeling of emptiness at our office which will never be filled. But one thing that is for sure; **Charles** was a strong man of faith. His church, Antioch Cares, where his wife (**Carolyn**) and daughter (**Tressha**) still attend, have set up a monthly food pantry in his honor. McLaren has made generous monetary donations to the food pantry as have the employees of Local 459.

If you need food assistance, the food pantry is open the first Saturday of each month from 12 – 2pm (or until the food is gone) and is located at: 5430 S. Washington, Lansing, MI 48911

If you would like to donate to the Charles Terry Food Pantry, please send it directly to the church or contact Local 459 for assistance.



Lance Rhines, Tressha Terry, Carolyn Terry, Lois Davis-Thomas, Ronda Ackerson and Lee Major

2020 Holiday Baskets

In 2020 we donated 16 holiday baskets to members- in- need: 5 for Thanksgiving and 11 for Christmas. Additionally, two members from our Touchpoint group in the Greater Detroit area received holiday baskets donated from the Detroit AFL-CIO. Chief Steward **Calvin Parks** graciously picked these two baskets up and delivered to our members: one for Thanksgiving and one for Christmas.

We helped 7 members from the CEI Community Mental Health- Large Unit, 2 members from Great Lakes American Red Cross- Collections Unit, 4 members from McLaren Greater Lansing-POST Unit, 1 member from McLaren Greater Lansing-RN Unit, 1 member from St. Vincent, and 1 member from TIC International. As you can see, we help a lot of folks from many different bargaining units.

We wouldn't be able to do this without the help of our members! We received grocery donations from members at McLaren Greater Lansing, CEI Community Mental Health and Local 459 in addition to monetary donations.

Thanks to everyone for making this another successful year of blessing our members when they needed a little extra assistance.





DO YOU NEED HELP PAYING YOUR UTILITY BILLS?

THAW HAS FUNDS AVAILABLE THROUGH THE MICHIGAN ENERGY ASSISTANCE PROGRAM (MEAP) NOW!

CALL 1-800-866-8429 FOR ASSISTANCE TODAY.

VISIT [THAWFUND.ORG/PROGRAMS](https://thawfund.org/programs) FOR MORE INFORMATION AND TO APPLY.



Executive Board Action

The Local 459 Executive Board is made up of members elected by the membership. The Board meets at least monthly. It is at these meetings that many of the decisions regarding Local 459 members are presented, discussed, and decided.

Executive Board decisions made during the period of November 2020 to March 2021 of possible interest to the membership are outlined below. Decisions which have been discussed elsewhere in this newsletter are not included.

ARBITRATIONS

Arbitration is the final step in the grievance process. The vast majority of grievances are settled prior to reaching arbitration. Both the Union and management present their case before a neutral arbitrator who makes a binding decision based on the merits of the case. Arbitration is an expensive and time-consuming procedure. Local 459 has limited funds and cannot afford to arbitrate every grievance. Therefore, all unresolved grievances are presented to the Executive Board for review.

During this period, two grievances came before the Executive Board. One class action from the MGL RN unit and a termination from St. Vincent Catholic Charities. Both were approved for arbitration.

BUSINESS

The Executive Board appointed Stewards or Alternates in almost all units as beginning in November Steward nominations and elections were held.

The Executive Board approved the financial reports for November and December 2020 and January 2021. The Executive Board also approved the budget for 2021. Other financial decisions of the Board included approval for the purchase of another laptop as one of the older ones is no longer functioning.

The Executive Board approved and accepted the Good and Welfare Report for 2020. We were able to help 12 members with cash assistance, provide holiday food baskets to 18 members and sent flowers to the families of members that died. All told the fund spent \$2501.41 to assist members during 2020.

Lastly, the Executive Board approved bringing changes to the Constitution to the membership for a vote. These are outlined elsewhere in this newsletter.

APPEAL PROCESS

The Local 459 Constitution allows the membership to modify or overturn any action of the Executive Board but any such decision must be done at a membership meeting in which a quorum is present and which is held or properly requested within one (1) calendar month of the Executive Board action.

A special membership meeting may be called upon a request submitted to the President by not less than three percent (3%) of the members in good standing. Currently, there are 2,782 members so a petition would require approximately ninety (82) signatures. Petitions are available from the Local 459 office.

For reviewing a decision to arbitrate or not to arbitrate a grievance, a special meeting may also be called by three quarters of the members in the bargaining unit in which the grievance arose. For some bargaining units this is less than three percent (3%) of all Local 459 members in good standing.

The regular meetings of the Executive Board are held the second Tuesday of each month. Draft minutes of the meeting are available no later than two (2) weeks following the meeting.

Please see the Constitution for specific details. Copies of the Constitution are available from the Local 459 office and on the Local 459 website.

QUESTIONS?

If there are any questions or concerns about these decisions, please feel free to contact President **Sharon Taylor** by phone at (517)887-8844 or by email at staylor@local459.org.

Grievances Settled

The members, stewards and staff of Local 459 settle many grievances each quarter. There is insufficient space to publish all of them. Grievances which are unique or affect a large number of members are more likely to be published. If you would like to publicize a grievance you have settled, contact your Service Representative.



MGL RNs

No Repay for Holiday Pay

In the last negotiations, the McLaren Greater Lansing (MGL) RN bargaining team was able to retain holiday pay for RNs working at the time an agreement was reached in 2019, but not new hires. The payroll department mistakenly kept giving the new RNs holiday pay. They discovered the error in late December 2020. HR notified all these RNs that they would not receive holiday pay going forward and would have to repay all their holiday pay back to January 1, 2020. This impacted fifty-two (52) RNs. Some would be required to repay as much as forty-eight (48) hours back.

Chief Steward **Kristen Silvers** reminded HR that State law prohibited them from collecting money any further back than six (6) months. After reviewing the law, HR agreed they could not seek repayment for New Year's Day and Memorial Day. **Silvers** went on to argue the pay back decision was harming their newest RNs who were putting their lives and the lives of their family at risk while they worked

during a global pandemic. She also pointed out this was the payroll department's fault and not the RNs'. Lastly, she shared that many of these RNs were planning to look for jobs elsewhere and HR is having trouble recruiting new RNs. When **Silvers** invited **Megan Kidder** to a separate meeting with the Chief Nursing Officer on staffing and safety concerns, **Kidder** explained the impact the repayment decision was having on these already lower paid fifty-two (52) RNs.

Not long thereafter, HR announced they would not be seeking repayment. Their explanation was that the CEO never intended to have the money recollect. Whatever the reason for this change of heart, these fifty-two (52) RNs were very happy to not repay the funds.

MGL RN

Mandation Errors Lead to Attendance Infractions Removal

Frances Demello is an RN on 5 South. She was pulled to 2 Southeast. The supervisor mandated her to stay an additional four (4) hours at the end of her shift. She declined. The supervisor told her these four (4) hours would be treated as an attendance infraction. Chief Steward **Kristen Silvers** pointed out the Union contract language that prohibits mandating an RN who has been pulled to another floor. HR agreed to remove the four (4) hours from her attendance record.

An Emergency Department RN was also inappropriately mandated. Her manager mandated her for the second day in a row. She declined and was also given an attendance infraction. **Silvers** highlighted the Union contract language that bans mandating any RN for two (2) consecutive days. HR agreed to remove the shift from her attendance record. This manager has been reported to have told RNs that she

can mandate them as many times as she wants. Not this time!

MGL RN

Settlement Reached for RN Skipped Over to Work Extra Shift

Heather Walker is a SICU RN. She put in to work an extra shift for mandation pay. While other lower senior RNs were mandated to work that shift, she was not contacted. Chief Steward **Kristen Silvers** filed a grievance on her behalf.

Silvers argued that the shifts should have been awarded by seniority per the contract. HR granted the grievance and paid her the twelve (12) hours of mandation pay she would have received had she been called in.

MGL RN

Blue Cross Insurance Restored

Blue Cross Blue Shield medical insurance was eliminated as an option for MGL RNs at the end of 2019. However, employees who live more than a thirty (30) minute drive to a McLaren acute care hospital or an acute care hospital that McLaren contracts with have the option to still be covered by Blue Cross. **Leslie Becker**, 3 Chi RN, met this requirement and elected to have this insurance. Her insurance was suddenly switched to Health Advantage Tier Green with no notice. This change had major negative implications for her health care coverage.

Chief Steward **Kristen Silvers** contacted HR on her behalf to find out what happened. After repeated communication pushing the issue by **Silvers**, HR determined an error had been made. **Becker's** Blue Cross coverage was restored retroactive to the date it was terminated.

(Continued on page 7)

MGL RN

Settlement Reached for RN Working on PTO Day

Jennifer Walker is an RN who works nights in Labor and Delivery. She was granted the night of Christmas off. When the unit was short, management contacted her multiple times to see if she would come into work. Initially, **Walker** stated she would come in for mandation pay. Management stated she would not receive mandation because that would be her regularly scheduled shift. **Walker** eventually agreed to come in for straight time to help her fellow RNs. She learned other RNs were receiving mandation pay for working.

Chief Steward **Kristen Silvers** filed a grievance on her behalf. She pointed out that **Walker** received the same text message as everyone else offering mandation pay to work. **Silvers** also asked why **Walker** was even contacted on her day off. Finally, she argued that other RNs were offered the incentive of mandation pay to work and it should not matter whether this was **Walker's** regular shift. A settlement was reached with **Walker** being paid time and a half for the hours she worked.

MGL RN

Credit Given Where Credit Was Due

Chief Steward **Kristen Silvers** has been making good use of new language in the Union contract to get several RNs more pay. The language states if a new hire RN is started at a higher step on the salary scale than another RN on the same unit with the equivalent or more RN experience, then the current RN will be placed on a higher step, so s/he makes

more than the new hire. **Silvers'** carefully compares each list of new hires with the step placement of the current RNs on the same unit. She recently discovered another contract violation when she saw that a new hire was being paid the same as **Bryan Johnson**, Float RN.

Silvers filed a grievance demanding MGL follow the RN contract and increase his pay accordingly with full retro pay. HR granted the grievance by moving **Johnson** from Step 6 to Step 7 and paying him the increase retroactively.

MGL RN

MGL Pays Up on "Scheduled On-Call" Shift Fiasco

RNs in the Emergency Department (ED) are required to sign up for "scheduled on-call" shifts. One ED RN discovered that management mandated another RN to work four (4) hours beyond their shift instead of calling her in during her scheduled on-call shift. Chief Steward **Kristen Silvers** filed a grievance on her behalf.

Silvers argued this was a clear violation of the ED's scheduled on-call policy. HR had no choice but to grant the grievance and pay that RN the four (4) hours at the time and a half (1 ½) call-back pay rate.

MGL RN

Fifteen Years of Seniority Does Count

Danielle Harubin works a schedule split between 4 Chi and 4 Main. When management discovered an "imbalance" in her schedule after she started working, they made a permanent schedule adjustment. However,

she was not the low senior on the floor where there was a problem. **Harubin** had fifteen (15) years of seniority. The Union contract allows management to make permanent individual schedule changes, but only for the low senior RN. Chief Steward **Kristen Silvers** filed a grievance on her behalf.

HR initially argued **Harubin** was in a separate category from the other RNs and, therefore, was in effect the low senior on her "unit." They dropped that argument when **Silvers** asked them to show her where in the Union contract there is language that supports this interpretation. A settlement was reached when management came up with a schedule that was agreeable to **Harubin**.

MGL RN

RN Compensated for Staffing Blunder

Michelle Prudden is an RN on 4 Main. She was mandated for a twelve (12) hour shift. Before the start of the shift, scheduling called asking her to be on-call for the shift. Scheduling also asked if she was okay with per diems working on other units. **Prudden** said yes, but only if the per diem is not working on 4 Main. They told her they were not. Later, she learned there was indeed a per diem working on 4 Main for the entire shift. Chief Steward **Kristen Silvers** filed a grievance on her behalf.

Silvers argued that **Prudden** should have been called in to work the shift instead of having the per diem work. HR granted the grievance by paying **Prudden** twelve (12) hours of mandation pay.

MGL POST & RN

Unjust Disciplines Made Immediately Inactive

Twenty (20) ED RNs and ED Techs received Step 1 disciplines for not signing a new policy acknowledging that they have read it. POST Chief Steward **Lois Davis-Thomas** and RN Chief Steward **Kristen Silvers** filed class action grievances on their behalf.

They both made several arguments that these disciplines were too severe. There was only one (1) binder containing the policy for over eighty (80) employees. Employees should not be penalized for prioritizing patient care when the ED was short staffed and busy. These employees were being treated more harshly than others in the hospital because no one else received a discipline for not signing a new policy. After multiple meetings with HR, they finally relented and made the disciplines immediately inactive.

MGL RN

RN Compensated for MGL's Scheduling Hiccup

Sabrina Fuller is an RN in the ED. On October 23rd, she arrived for her regularly scheduled shift to find out she was not on the schedule. She was told she could not work because management had already

left for the day. **Fuller** double-checked her master schedule to confirm the mistake was not hers and then contacted RN Chief Steward **Kristen Silvers** for help.

Silvers contacted management on her behalf. She pointed out to management that they made the scheduling error and **Fuller** should not have to suffer by losing wages. Management agreed to rectify the scheduling error by paying her the twelve (12) hours of lost wages.



CMHA-CEI

Denial of Insurance Benefits During a Global Pandemic

Community Mental Health Authority of Clinton, Eaton and Ingham held its annual open enrollment for employees to select their options for health, vision and dental insurance amongst other benefits. This process can often be confusing for employees. As a result, the Payroll & Benefits office in the past has offered in-person individual appointments to assist employees with enrollment. Due to COVID-19, CMHA-CEI was not able to offer in-person appointments

and elected to provide instructional videos to employees along with moving the entire process to online and paperless. Unfortunately, these videos were poorly done and still confusing to employees who were not sure if they made the correct elections, if the correct forms were sent in, or even if they needed to complete additional forms.

Payroll management directed their staff to not do more than confirm if an employee's forms were received. This was somewhat understandable due to the sheer number of employees that enroll in benefits during a relatively short period of time, however, Payroll & Benefits also refused to offer any grace period to employees after open enrollment if they made a mistake during the process. Inevitably, several employees did not correctly complete their benefit elections. Payroll held firm that they would not accept any forms, corrected or otherwise, after the deadline. Chief Steward **Naudia Fisher** asked a very simple question: "Does this employer want to deny health insurance to eligible employees during a global pandemic?" For some time, Payroll management's response was "yes" as they felt that they had done a good enough job with instructions. The consensus of the membership was that they certainly had not. After continued pressure and reasoning from **Fisher** to Human Resources and Payroll, an agreement was made that granted a four-day extension to allow employees to complete forms and general enrollment.

OPEIU Student Debt Reduction Applications Now Being Accepted

Applications are now being accepted for the 2021 OPEIU Student Debt Reduction Program. Full details and applications can be found at OPEIU.org under the Member Resources/Union Benefits link, as well as on the OPEIU app. Your application must be signed by either the President or Secretary Treasurer prior to submission to the International. Applications must be received by the International no later than June 30th.

OPEIU will provide five awards of \$2,500 to OPEIU members who have at least \$10,000 in student debt and are able to prove their account is current. A member can receive an award only once in a lifetime, and must have completed an associate or undergraduate degree.

Federal Government To Prosecute McLaren Greater Lansing Again

When the global COVID pandemic began, many members at McLaren Greater Lansing (MGL) expressed concerns about the lack of personal protective equipment (PPE). While the hospital recognized the frontline staff as “heroes” for the risks they took working with infected patients, insufficient protection was putting them at higher danger than they needed to be.

In addition to pushing senior management to procure additional PPE, Local 459 demanded MGL send the same information that it had to supply to the State of Michigan. The Union joined with other Unions at McLaren facilities to bombard the Corporation with multiple demands for the same information. The Unions wanted this data with the same daily frequency it was provided to the State. They argued the data was essential for the health and safety of its members during a global pandemic. The Unions also pointed out these facts should be easy to gather because the Corporation had to send it to the State each day anyway. The information demanded included:

- Frequency of updates to bed capacity.
- Personal protective equipment inventory.
- Laboratory testing capacity.
- Number of ventilated patients.
- Number of ventilators.
- Patient census.
- Staffing shortages.
- Units or areas dedicated to COVID-19 treatment.

MGL did provide some of this data on a periodic basis, but nowhere near the frequency of the Union’s demand. Sometimes months would go by without HR sending all the required information.

Given the significant delays in providing this critical information, Local 459 filed an unfair labor practice charge (ULP) with the Federal government. The Union argued it was legally entitled to the information on behalf of its members and MGL’s delays amounted to a refusal. The National Labor Relations Board (NLRB) ruled MGL’s delays violated the law.

MGL now has a choice. They can agree to settle this matter with Local 459 or be prosecuted by the Federal government.

Local 459 to Hire Organizing Apprentice and Entry Level Service Representative

At the April 2021 Executive Board meeting the Board approved the hiring of an Organizing Apprentice and a Service Representative. Both of these positions will be posted on the Local 459 website within the next several weeks and members are encouraged to apply. Local 459 has been operating with limited staff since the passing of Charles Terry and these two positions will allow us to better service and expand our membership. The positions will be based in Lansing initially and will involve travel and evening and weekend hours. If you want to help to grow Local 459, please keep an eye on our website and on your union bulletin boards for these postings.

On February 9th the Local 459 Executive Board approved recommending these changes to the Local 459 Constitution and By-Laws. Language being added is **shaded**. Language being deleted is ~~crossed-out~~. Sections of the Constitution that are not being changed are not shown. The entire current Constitution and By-Laws is on the Local 459 website and also available upon request. The Executive Board has included a brief reason for the change on the right. The reason will not become part of the Constitution.

ARTICLE 1 - PREAMBLE

Reason for Change

This Union declares for its objectives and aspirations the following: To organize all unorganized professional, paraprofessional, health services, 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.

The International removed this language

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~~.

The International removed this language

ARTICLE 3 - EXISTENCE

This Local Union cannot be dissolved while there are **two hundred fifty (250)** ~~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.

Following the International model

ARTICLE 5 - MEMBERSHIP

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~~ **their** membership in this Union.

The International removed this language from their constitution

Section 4.

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~~ **their** 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.

Updates the language to follow the current practice of members in acting supervisor positions to continue to vote

Section 5. Retired Members. Whenever any member is totally and permanently disabled and/or reaches retirement age and ceases active employment, ~~he/she~~ **they** may apply to be placed on retirement member status. Retired members shall be required to pay dues of five dollars (\$5.00) 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.

Change gender pronouns.

ARTICLE 6 - MEMBERSHIP MEETINGS

Section 4. The Local shall send out notices both electronically and by U.S. postal mail for all meetings – regular and special – to Stewards for distribution to members or and for posting at least seven (7) calendar days ~~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.

Want to give more notice to members; an email will arrive faster. Not all stewards have an email address; notice via U.S. mail is retained

ARTICLE 7 - OFFICERS AND DUTIES

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 they shall also preside when called upon to discharge her/his their duties. He/she They 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 They 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 They 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 They shall keep all financial accounts of this Union and shall maintain correct and proper accounts of all its members. He/she They shall collect all initiation and reinstatement fees, dues, assessments and fines from members of this Union. He/she They shall make all disbursements for this Union as provided for in Article 14 of this Constitution and By-Laws. He/she They 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 They shall deposit all funds of this Union in a financial institution recommended by the Trustees. He/she They 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 their successor, he/she they must see to it that such successor is properly bonded. He/she They shall turn over all properties and assets, national Union or her/his their duly authorized representative when properly called upon to do so.
- C. He/she They 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 They shall follow such accounting and reporting procedures as shall be formulated by the Secretary-Treasurer of the International Union. He/she They 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 They shall be required to include in each monthly report the 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.
- H. He/she They 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:
7. Any other financial reports or changes in the amounts reported as required by law.

This language has not been used in years. The intent is not to exclude anyone by removing this language

Reporting requirements may change under the law that would violate the amounts and information set forth in this Section

- I. ~~He/she~~ **They** 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~~ **They** shall turn over to ~~her/his~~ **their** 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~~ **document** the Minutes of all Meetings and proceedings of the Union and the Executive Board.

ARTICLE 9 - CONDUCTING ELECTIONS 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)~~ **three (3)** years unless removed for cause or until their successors have been elected and installed in office. ~~Effective the elections held in 2017 terms shall be three (3) years. Elections will be held in October.~~ A candidate elected as President will also serve as a delegate to the OPEIU convention.

This was transitional language when terms changed from two (2) years to three (3) 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~~ **they** ~~has~~ **have** been a member of this Union in continuous good standing **as outlined in Section 19 of this Article** 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~~ **their** bargaining unit.

Referencing the definition of good standing in Section 19.

Section 4. Notice of such meeting shall be given to all members in good standing at their last known **physical and email** address not less than fifteen (15) calendar days prior to the date of such meetings. The notice shall include the procedure for making nominations, the requirement for seconding nominations, the requirement to accept nominations and the fact that the member elected as President will automatically serve as a delegate to the OPEIU convention.

Adding an additional way to notify members of the meeting.

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 **except when there are no positions in which two (2) or more members have been nominated.** 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.

Clarify the Election Board does not need to be elected if there are no contested positions.

Section 8. The elections shall take place at the regular Membership meetings in the month of October every three (3) 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 **physical and email** 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 **for posting** in accordance with Article 6, Section 4, instead of to all members. If the only position(s) in which two (2) or more members have been nominated are Member-At-Large positions, this notice may be sent to members in bargaining units eligible to vote, instead of to all members.

Adding additional way to give members notice of the election and meeting.

Section 10. No member of this Union shall be permitted to vote unless ~~he/she~~ **they** ~~is~~ **are** in good standing in the Union **as outlined in Section 19 of this Article.** 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 **or designee.**

Clarify what the Stewards are to do with the notice.

Referencing the definition of good standing in Section 19.

Clarify it is not always the Secretary Treasurer who supplies list.

ARTICLE 11 - ELECTION OFFENSES

Section 1. Any member found guilty by the Trial Board, **as outlined under Article 20 Section 4,** of tampering with ballots, illegal voting, committing fraud, violence, coercion, or other conduct not included in

Reference to where the Trial Bard is defined.

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)~~ **and method(s)** called by the President or ~~her/his~~ **their** 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.

Leaves open other options such as electronic voting.

Section 2. Stewards and Alternates shall hold office for a term of ~~two (2)~~ **three (3)** years unless removed for just cause or until their successors have been elected and installed in office. ~~Effective the elections held in 2017, terms shall be three (3) years.~~

Removes transitional language

ARTICLE 13 – FINANCES

Section 1. Dues and ~~Initiation Fee~~ Assessments

~~C. Initiation Fee.~~

I. ~~Members working full time shall pay a \$30.00 initiation fee for membership.~~

H. ~~Members working part time shall pay a \$20.00 initiation fee for membership.~~

Initiation fees are being eliminated

~~D C. Definitions.~~

II. A member's status as a full-time, part-time or per diem 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.

~~F E. 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.

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:~~

Section no longer applies as initiation fees are being eliminated.

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 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.~~

No longer applicable as initiation fees are being eliminated.

ARTICLE 14 - USE OF FUNDS

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.

Initiation and reinstatement fees are being eliminated.

ARTICLE 17 - COMPLAINTS AND HEARINGS

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.

Removing attachment to avoid an outdated procedure.

ARTICLE 22 - NEGOTIATIONS AND STRIKES

Section 4. Any tentative agreement shall be ratified by a secret ballot vote of the bargaining unit. The ratification vote shall **be determined by the President or her/his their designee as to the time, place and method 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 **voting present** must vote in favor of the agreement in order to ratify.

Updating to current practice.

ARTICLE 25 - AFFILIATIONS AND DELEGATES

Section 2. **Where members are employed, This 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. **However, the Executive Board may by majority vote decline to affiliate with a particular organization.**

Clarification.

International removed this language.

Attachment A

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
Local 459, AFL-CIO
CONSTITUTION AND BY-LAWS
as amended February 14, 2017**

REQUEST FOR ABSENT VOTER'S BALLOT

I request an Absent Voter's Ballots for the following vote:

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 Voter's Ballots at least seven (7) calendar days prior to the meeting date, I will call the Local office.

Signed: _____

Print Name: _____

Date: _____

Address:

Cell Phone:

Personal Email:

APPEAL PROCEDURE

(Adopted by the International Union Executive Board on January 13, 2015)

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 and 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 Local Unions, if no Local Union procedures to consider election issues exist, then the following procedures apply:~~

a) ~~A 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 by any or all of the members who filed the original protest 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. The Trial Board has issued its decision in accord with the Uniform Disciplinary Procedure.~~
- ~~2. 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 Disciplinary Procedure.~~
- ~~3. If these procedures have been timely instituted but have not been completed within four months from the date charges are filed, any party may appeal to the International Union Executive Board.~~

~~C. Membership Status Issues~~

- ~~—1. The Executive Board of the Local Union has ruled on the issue; 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 issued 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 Uniform Disciplinary Procedures 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 actions 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 that 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 or 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 have 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 Unions which are 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 wishes to appeal to the International Union Convention shall file that appeal in writing to the International President, and serve copies on all parties to the proceeding, within sixty (60) days of receipt of the decision of the International Union Executive Board. In addition, duplicate signed copies of the Appeal shall be served upon the International Secretary Treasurer.

B. No appeal may be filed 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 any 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 DISCIPLINARY PROCEDURE

(Adopted by the International Union Executive Board on June 2, 2016)

~~I. AUTHORIZATION AND APPLICATION OF PROCEDURE~~

This Uniform Disciplinary Procedure ("Disciplinary Procedure") has been issued by the Executive Board of the Office and Professional Employees International Union ("International Union") under the authority granted in Article XIX, Section 11 of the Constitution of the International Union, and shall be the sole procedure for processing charges by members of Local Unions against other members and/or Local Union officers of their own Local Unions, and for processing charges against International Union officers, or against members who are on the International Union staff; regardless of the provisions of any Local Union Constitution or Bylaws.

~~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 belongs, or to which the charged member last belonged, if the charged party is no 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 or the Local Union's chief financial officer if known by another title (hereinafter "Local Union 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 the Local Union Secretary Treasurer. If the Local Union Secretary Treasurer is a charging party, charged party or witness, that charge shall be filed with the first of the following Local Union officers who is not a charging party, charged party or witness: President, Vice President, and Recording Secretary. If all of those Local Union officers are charging parties, charged parties or witnesses, the charge shall be filed with the International Union 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, email address, and employer of the charging party; the name (address, telephone numbers, email address, and employer, if known) of the charged party; citation of the provisions of any Constitution and 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.

III. NOTICE OF CHARGE AND RIGHT TO REPLY

A.—Within ten (10) days after receipt of the charge, the Local Union Secretary-Treasurer (or other applicable officer as may be required by Section II (C)) 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. The Local Union Secretary-Treasurer (or other applicable officer as may be required by Section II (C)) shall also advise the charged party that he/she may submit a written reply to the charge within ten (10) days after receipt of the charge.

B.—The charged party may, within ten (10) days after receipt of the charge, submit a written reply to the charge to the Local Union Secretary-Treasurer (or other applicable officer as may be required by Section II (C)).

C.—Within ten (10) days after receipt of the reply or within ten (10) days after the last day upon which the reply could be received, whichever is earlier, the Local Union Secretary-Treasurer (or other applicable officer as may be required by Section II (C)) 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.—All pre-trial procedures regarding a charge and the trial of a charge shall be conducted by the Executive Board of the Local Union, or a committee consisting of an odd number of at least three (3) members of the Local Union Executive Board appointed by the President of the Local Union. (Hereinafter, the phrase "Trial Board" shall refer either to the entire Local Union Executive Board reviewing or trying a charge or the appointed committee reviewing or trying a charge.) Only a Trial Board consisting of an odd number of members may take action on a charge. No member of the Local Union Executive Board who has filed the charge, is a charged party, or is a witness, shall be a member of the Trial Board or participate in any Local Union Executive Board discussions, deliberations, votes, appeals or other activity concerning that charge.

B.—The President of the Local Union shall appoint a replacement to the Trial Board for any Trial Board member disqualified by the provisions of Paragraph A of this Section IV by appointing another eligible Local Union Executive Board member. If no other Local Union Executive Board members is eligible to serve as a replacement, the President shall appoint a Local Union member who has not filed the charge, is not a charged party and who is not a witness, to serve on the Trial Board.

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 review or trial of the 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 appoint another eligible Local Union Executive Board member as a replacement. If no other Local Union Executive Board member is eligible to serve as a replacement, the President shall appoint a Local Union member who has not filed the charge, is not a charged party and who is not a witness, to serve on the Trial Board.

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 remaining members of the Local Union Executive Board shall appoint the Trial Board. If the President is the subject of a written objection to the Trial Board and is removed by the Trial Board, the remaining members of the Trial Board shall appoint another eligible member of the Local Union Executive Board to replace the President on the Trial Board. If no other Local Union Executive Board member is eligible to serve as a replacement, the remaining members of the Trial Board shall appoint a Local Union member who has not filed the charge, is not a charged party and who is not a witness, to replace the President on the Trial Board. If: (i) all members of the Local Union Executive Board are charged or charging parties or witnesses; or (ii) a sufficient number of members of the Local Union Executive Board are charged or charging parties or witnesses so as to preclude the appointment of at least three (3) Local Union Executive Board members to serve as the Trial Board who are not charged or charging parties or witnesses in the trial of a charge, then the International President shall appoint an individual or an odd number of individuals to serve as the Trial Board. The individual or individuals so appointed are not required to be members or employees of the OPEIU or any of its Local Unions. Unless the International President decides to the contrary, the fees and/or expenses of the Trial Board appointed by the International President shall be paid by the Local Union. Notwithstanding any provision in Section VII of this Procedure, any appeal from a decision of a Trial Board appointed by the International President shall be taken first to the Local Union membership as provided for in Section VII (C) of this Procedure, and then proceed as specified in the succeeding provisions of Section VII. The

Secretary Treasurer of the Local Union (or other applicable officer as may be required by Section II (C)), shall immediately inform the International President in writing if a charge has been filed which would require the International President to appoint the Trial Board.

~~V. PRE TRIAL PROCEDURES~~

A. ~~Within ten (10) days after the Trial Board is appointed, the individual or individuals responsible for appointing the Trial Board shall, in writing, notify the Local Union Secretary Treasurer (or other applicable officer as may be required by Section II (C)) of the names of members of the Trial Board and their mailing and email addresses.~~

B. ~~Within ten (10) days after receiving the notification of the names of members of the Trial Board and their mailing and email addresses, the Local Union Secretary Treasurer (or other applicable officer as may be required by Section II (C)) shall provide the Trial Board with the charge, 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.~~

C. ~~Within ten (10) days after the entire Trial Board has received the documents identified in Paragraph B of this Section V, the Trial Board shall review the charge and any 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 II, 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 and Bylaws of the Local Union;~~
- ~~4. The charge is frivolous on its face; or~~
- ~~5. The undisputed facts warrant dismissal.~~

D. ~~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 all charged and charging 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.~~

E. ~~If a charge is dismissed for lack of specificity under Paragraph C, 2 of this Section V, the Trial Board shall notify the charging party in writing that he/she shall be granted seven (7) days to file an amended charge; however, no further amendment of the charge shall thereafter be permitted. Within ten (10) days after the Trial Board receives an amended charge it shall forward a copy of the amended charge to the charged party and advise the charged party that he/she may submit to the Trial Board a written reply to the charge within ten (10) days after receipt of the amended charge. Within ten (10) days after receipt of the reply or within ten (10) days after the last day upon which the reply could be received, whichever is earlier, the Trial Board shall review the amended charge and any reply as set forth in Paragraph C of this Section V. However, the sixty (60) day period for filing a charge under Section II, C shall not be applied to consideration of the amended charge.~~

F. ~~When the Trial Board determines that a trial is warranted, it shall set a trial date and provide the charging and charged parties with notice of this trial date, which shall be no less than twenty one (21) and no 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.~~

G. ~~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 at least 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 documents, 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 Trial Board 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, or against a member who is on the International Union Staff, 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, email address, 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 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 refile 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 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 forth 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. This 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 this 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~~

~~— 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.~~

**Office and Professional Employees
International Union, Local 459**

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Local 459 Membership Meeting

Tuesday, May 11, 2021 07:00 PM

This meeting is being held via Zoom

**The meeting will be open at 6:45 p.m. for members to get checked in
The Agenda will be the introduction of the proposed Constitutional changes
Voting will NOT occur at this meeting**

Join Zoom Meeting

<https://us02web.zoom.us/j/84286008104>

Meeting ID: 842 8600 8104

One tap mobile

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+19292056099 - 84286008104# US (New York)