

# IAEP Local R7-167 By-Laws

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## **ARTICLE 1**

## **ORGANIZATION**

### **Section 1: NAME**

The organization shall be known as the International Association of EMT's and Paramedics (IAEP) Local R7-167 in affiliation with the National Association of Government Employees (NAGE) and Service Employees International Union (SEIU) and may also be referred to as SEIU/NAGE Local 5000.

### **Section 2: REPRESENTATION**

The intent of the organization shall be to represent and act as the sole bargaining agent in matters of employment. The organization shall work to keep fairness and goodwill between the employer and employees represented by the collective bargaining agreement.

### **Section 3: ORGANIZATION**

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

## **ARTICLE 2**

## **MEMBERSHIP**

### **Section 1: ELIGIBILITY**

Subject to the provisions of this article any person shall be eligible for membership in this organization who is employed by Allina Health Emergency Medical Services and/or its successors; a recognized part of the bargaining unit according to the certification; pays all dues and maintains his/her dues on a current basis with the Union.

### **Section 2: NO DISCRIMINATION**

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

### **Section 3: APPLICATION**

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

### **Section 4: REINSTATEMENT**

No person may become a member of Local R7-167 who has at any time been found guilty of any conduct in violation of Article 11 of these Local By-Laws and Article XII of the National Constitution and By-Laws titled "Discipline of Local, and Members" without obtaining a waiver of these provisions by the Executive Board of the Local Unit and the National Executive Committee.

### **Section 5: GOOD STANDING**

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

### **Section 6: RETIREMENT**

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

### **Section 7: MEMBERSHIP CARDS**

All union members may receive a membership card upon request from National Office.

### **Section 8: ELECTION OF BOARD OF DIRECTORS**

The general membership will be responsible for electing the members of the Board of Directors according to the election rules in these by-laws.

**Section 9: RATIFICATION OF CONTRACTS**

The general membership will be responsible for ratifying each new collective bargaining agreement.

**Section 10: DISCUSSION OF LOCAL BUSINESS**

All members will not discuss any Local business with any member of management outside of official union meetings.

**Section 11: ACCOUNTABILITY**

The general membership will be held accountable to all the articles within these by-laws as well as the collective bargaining agreement.

**ARTICLE 3**

**GOVERNING BODY**

**Section 1: ELECTED OFFICERS**

The governing body of the IAEP Local R7-167 shall be known as the Board of Directors (The Board). The Board shall consist of the following positions:

- President
- Vice President
- Secretary
- Treasurer
- District Vice President-Wright County
- District Vice President-Cambridge
- District Vice President- West Region (Glencoe, Hutchinson, New Ulm, St. Peter)
- District Vice President-Metro Paramedic
- District Vice President-Metro EMT
- ~~District Vice President-Grand (Special Transportation/Mechanic/Courier/Maintenance)~~
- District Vice President-Dispatch/Forbes/Grand
- District Vice President-Emergency Inventory Technician (EIT)

**Section 2: APPOINTED OFFICERS**

The local union President shall appoint, with majority of the Board of Directors, the following officers:

1. Stewards
2. Chief Steward
3. Assistant Chief Shop Steward

**Section 3: TERM OF OFFICE**

The term of office for Elected Officers shall be three (3) years, unless the elected position is vacated for the remainder of the term, then the elected term will be until the position comes up in the election rotation for replacement.

**Section 4: BOARD OF DIRECTOR VACANCIES**

When a vacancy on the Board occurs, the remaining Board of Directors will vote to appoint a member in good standing as a replacement from the general membership of the Local working in the proper job class. The appointed replacement on the Board of Directors will hold the office only until the next general election rotation, at which time a general member from the proper job class will be elected by the general membership. In the event no one runs for an elected office, the Board of Directors will treat the opening as a vacancy.

**Section 5: END OF TERM DUTIES**

Any member of the Board of Directors that ends their term or loses their position shall be responsible for transferring all documents over to his/her successor.

**Section 6: ELECTION TIES**

In the event of a tie for any elected office, a runoff vote between the top two candidates will occur. If a tie occurs in the runoff, the senior member will win the election. This runoff election will follow current election rules and will be conducted within 1 month of the 1<sup>st</sup> Quarter general membership meeting.

**Section 7: QUORUM**

In the event a quorum is necessary, no less than 50% of the Board of Directors will be required.

**ARTICLE 4**

**POWER AND DUTIES OF OFFICERS**

**Section 1: OFFICER ELIGIBILITY**

The officers can be members of any of the job classes represented by this Local.

**Section 2: PRESIDENT**

The responsibilities of the President shall include but not be limited to the overseeing of all the functions of the Board of Directors, presiding over all board and membership meetings, overseeing all committees, and enforcing the provisions of these by-laws. The President shall have the power to countersign all cards, vouchers, and checks drawn against the Local treasury. In the event the President is unable to complete their term, the Board of Directors will appoint a member of the Board of Directors as President for the duration of the term to be served. This appointment will need to be ratified by the membership at the next annual membership meeting. The membership failing to ratify the appointment will require an election to be held. The President shall perform all other duties imposed on them by these by-laws or as directed by the Board of Directors. The chairpersons of all committees in this Local shall be appointed and remain seated at the pleasure of the President. All chairperson appointments are subject to ratification of the Board of Directors.

**Section 3: VICE-PRESIDENT ADMINISTRATOR**

The responsibilities of the Vice-President Administrator shall be to assist the President in preserving order and to preside at board and membership meetings in the absence of the President. If the President due to illness or injury is unable to perform the duties of their office for more than three (3) weeks, then the Vice-President shall assume the office of the Presidency on an acting basis until the President is able to resume the office. In the absence of both the President and the Vice-President, a presiding officer for the meeting will be elected by the remaining Board of Directors from the District Vice-Presidents, providing a quorum of the Board of Directors is present at the meeting. The Vice-President shall have the power to countersign all vouchers and checks drawn against the Local treasury.

**Section 4: SECRETARY**

The Secretary shall handle all communications as directed by the President. The Secretary shall be responsible for recording the minutes of all the Board and membership meetings held by this Local. All minutes taken at a Board of Directors meeting shall be subject to approval at the following Board of Directors meeting. All minutes taken at a general membership meeting shall be subject to approval at the following general membership meeting. The Secretary shall be responsible for handling all correspondence to or from the Local. The Secretary shall be responsible for all other duties imposed on them as directed by the Board of Directors.

**Section 5: TREASURER**

The Treasurer shall be responsible for overseeing all financial transactions of the Local. The Treasurer shall have the power to countersign all vouchers and checks drawn on the Local treasury. It shall be the responsibility of the Treasurer to keep records of and pay all debt accumulated by the Local. It shall be the responsibility of the

Treasurer to give a full financial report at every scheduled general membership meeting and at each Board meeting as appropriate. The Treasurer shall perform all other duties imposed on them by these by-laws or as directed by the Board of Directors. There shall be an annual audit of the Local's books presented to the President and made available to the membership.

**Section 6: DISTRICT VICE-PRESIDENTS**

Each District Vice-President shall represent a different region. Any member in that region regardless of their title may hold the Cambridge, West Region, Grand, and Wright County Vice Presidents. The intent of these positions is to increase representation from the regions to the Board of Directors without limiting potential candidates. Each District Vice-President shall also oversee all job classifications, and enforce the by-laws. Each District Vice-President shall be responsible for the duties assigned to him/her as directed by the President.

**Section 7: BOARD OF DIRECTORS**

The Board of Directors shall be the governing body of this local and shall act between membership meetings on all matters affecting the membership. The Board of Directors action, not specifically authorized by the Constitution and By-Laws or requiring approval by a vote of this Local, shall be taken by a majority vote of the Board of Directors providing such action does not violate the Constitution and By-Laws of this Local or of the National Organization. The Board of Directors shall determine and approve salaries and expenses as they may deem appropriate for the conduct of union affairs, in accordance with article IV Section 11 of the National Constitution & By-Laws of the NAGE. All expenses shall be supported by receipts and/or expense vouchers

**ARTICLE 5**   **SHOP STEWARDS**

**Section 1: APPOINTMENT OF SHOP STEWARDS**

The President shall nominate the Appointed Stewards of the Local and said appointment is subject to a majority vote of the Board of Directors. The President shall have the authority to remove Appointed Stewards with the majority approval of the Board of Directors.

**Section 2: DUTIES OF SHOP STEWARDS**

The Shop Steward is not part of the Board of Directors. Any member in good standing can recommend each perspective Shop Steward to the Board of Directors. Each Shop Steward shall be appointed by the President, with the majority approval of the Board of Directors and shall serve at the pleasure of the Board of Directors. Reappointment shall not be necessary for continuous terms. A Shop Steward will be assigned to maintain the bulletin Board at each work site. The Shop Steward shall be responsible for taking grievance complaints and counseling members on issues of the collective bargaining agreement and/or these by-laws. The Shop Steward shall perform all other duties imposed on them by these by-laws or as directed by the Board of Directors. Each Shop Steward will report to the Chief Shop Steward.

**Section 3: TRAINING**

To be considered active, Shop Stewards that have NOT participated in at least two representation or grievance meetings in the past calendar year must attend Steward Training. Steward Training shall be offered a minimum of two times in a calendar year.

**Section 4: DUTIES OF CHIEF SHOP STEWARD**

The Chief Shop Steward will report to the Vice President. The President, with majority approval of The Board of Directors, shall appoint a Chief and an Assistant Chief Shop Steward for a term the length of the Collective Bargaining Agreement. The Chief and Assistant Chief Shop Stewards will oversee all Grievances and make sure all timelines are met.

1. The Chief Shop Steward will oversee all grievances and make sure timelines are met.

2. The Chief Shop Steward will oversee all stewards making sure their job description is clear, and that policies and directives set forth by the board are followed.
3. The Chief Shop Steward will number all grievances and send them to the appropriate management designee.
4. The Chief Shop Steward will do all investigations or oversee an investigation where a steward is involved. This is to ensure that all policies and rules set forth by the board of directors are being followed.
5. The Chief Shop Steward will keep the Vice President informed of the status of all grievances.
6. Once a grievance has gone through the steps and arbitration is possible, the Chief Shop Steward will head a committee to decide if all steps were followed and timelines were met. Once the committee has decided that the grievance is to be sent forward to the board of directors for further consideration, including arbitration, the Chief Shop Steward will contact the Vice President of Local 167 to set a date to present to the board of directors all findings for further consideration. The board of directors will then decide whether to pursue the grievance further.
7. The committee will consist of the Chief Shop Steward, Vice President and two stewards to review the grievance.
8. The Chief Shop Steward will vote only to break a tie of the committee.
9. The Chief Shop Steward will keep a log of all grievances and investigations for review by the Vice President at any time.
10. If the Chief Shop Steward has a conflict of interest with any grievance the Chief Steward will contact the Vice President of Local 167. The Vice President will then decide if another member of Local 167 should oversee that grievance.
11. The Chief Shop Steward will report to the Vice President of Local 167.
12. The Chief Shop Steward will work with the attorney for Local 167 whenever necessary to ensure proper handling of a grievance.
13. In the event the Chief Steward is out of town, on vacation or unable to temporarily complete their duties, the Assistant Chief Steward of Local 167 shall take on all responsibilities of the Chief Steward.
14. The Vice President is required to give a report to the Union Board at all meetings on all progress of all grievances.
15. The Assistant Chief Steward shall be responsible for use and maintenance of the IAEP Local 167 "Bat Phone." They will answer calls/return messages within 12 hours of receiving them. The inquiries or Steward requests will then be forwarded to the appropriate resources. The Assistant Chief Steward will also maintain records of usage of the "Bat Phone" system for report to the Chief Steward or Vice President.

**Section 5: END OF TERM DUTIES**

Any Shop Steward that ends their term or loses their position shall be responsible for transferring all documents over to his/her successor.

**ARTICLE 6**

**NOMINATION FOR ELECTION OF OFFICERS**

**Section 1: NOMINATION**

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

**Section 2: ELIGIBILITY**

A member may run for and hold local office if they have maintained good standing for a period of one year prior to the date nominations open. Any member in good standing may run for President, Vice President, Secretary, or Treasurer. District VP's must hold the appropriate job class and work a reasonable majority of their FTE in the respective location, except as noted in Article 4, Section 6 above.

**Section 3: NOTICE OF NOMINATION**

Timely notice of nomination must be given in a manner reasonably calculated to reach all members in good standing.

**Section 4: NOMINATION PROCEDURE**

Nominations by Mail:

All nominations shall be made on a form supplied by the Local and shall be submitted 30 days prior to the Election, during the Election year to the Local's Secretary. A member in good standing may only accept one nomination and may not run for two local offices at the same time. Self-nominations are permissible and must also be seconded by at least one member in good standing. The Secretary/Treasurer shall provide and publish a certified list of all nominees one month prior to the election, listing the nominees alphabetically.

**ARTICLE 7**                                      **ELECTION OF OFFICERS**

**Section 1: NOTICE OF ELECTIONS**

The annual elections for the Board of Directors will be held in the month of February. The primary system of voting shall be through an approved electronic service. Notice thereof shall be mailed to each member at their last known physical address as well as their email address on file. Ballots must be mailed/mailed no later than fifteen (15) days prior to the start of an election for the election to be ruled official.

**Section 2: ELECTIONS**

Only ballots submitted/postmarked by deadline listed on ballot will be counted. The Board of Directors will set the date for the 1<sup>st</sup> quarter general membership meeting before the election starts to occur no sooner than the 22<sup>nd</sup> of February and no later than the 28<sup>th</sup> of February each year. Each vote shall be by secret ballot. All newly elected members to the Board of Directors will take office at the adjournment of the 1<sup>st</sup> quarter membership meeting.

**Section 3: ELECTION CYCLE**

The positions on the Board of Directors will be divided into three groups with one group being elected at each year's annual elections.

The first year elections will include: Treasurer, the District Vice-President-EIT, the District Vice-President-Dispatch, and the District Vice-President-Wright County.

The second year elections will include: Vice President, Secretary, the District Vice President-Metro Paramedic, the District Vice President-Cambridge and the District Vice President-West Region.

The third year elections will include: President, the District Vice-President Metro Emergency Medical Technicians, and the District Vice President-Grand

**Section 4: TERMS OF OFFICE**

Each elected position on the Board of Directors will be for a period of three (3) years

**Section 5: WRITE-INS**

Write-ins on the ballot for the Board of Directors elections will NOT be accepted and WILL result in the ballot being void for that office/candidate.

**Section 6: ELECTION TABULATION**

Electronic ballot results shall be tabulated by electronic service and results shall be sent to the Executive Board prior to the 1<sup>st</sup> quarter membership meeting. Ballots submitted by mail will be counted and verified by the Executive Board prior to the 1<sup>st</sup> quarter membership meeting. Observers for all candidates are welcome.

**Section 7: RECORDS OF ELECTION**



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

**Section 8: ELECTION EXPENSES**

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

**ARTICLE 8                            COMMITTEES**

**Section 1: CREATION OF COMMITTEES**

The President may establish and/or appoint members in good standing to any committee subject to approval by a majority vote of the Board of Directors. Any committee, whether “standing” or other, may be dissolved by the President and a new committee established in its place subject to approval by a majority of the Board of Directors or by a majority vote at any meeting of the local.

**Section 2: STANDING COMMITTEES**

These committees shall be considered standing committees and shall be kept staffed.

- By-Laws Committee
- Labor Management Committee
- Negotiating Committee
- Grievance Committee

Other standing committees may be designated as needed by the Board. Non-standing committees created by the Board shall contain a term of office in their mission and will need to be re-appointed if their work is not completed on time. The Local President, or their designee, shall be considered a member of all committees and shall have both voice and vote. They shall oversee all committee business. All committees shall submit reports in writing to the Board of Directors as directed.

**Section 3: CHAIRPERSONS**

The Local President reserves the right to appoint all committee chairpersons subject to approval of the Board of Directors. The term of office for all committee chairpersons shall be at the pleasure of the Local President.

**Section 4: COMMITTEE FINANCIALS**

All financial decisions made by a committee are subject to the approval of the Board of Directors. The committee must be informed of the reason why a financial decision was denied.

**Section 5: MEMBERS OF COMMITTEES**

The Board of Directors reserves the right to limit the number of members on a committee at their discretion.

**Section 6: LENGTH OF COMMITTEES**

The Board of Directors reserves the right to limit the amount of time a committee has to function at their discretion. Committee members may ask for an extension as needed. Extensions shall be granted only by the Board of Directors at their discretion.

**Section 7: RECORDING OF COMMITTEES**

The Secretary shall be responsible for recording the decisions made by a committee.

**ARTICLE 9                            MEETINGS**

**Section 1: ORDER OF BUSINESS**

The order of business shall be the same for regularly scheduled Board of Director meetings and general membership meetings. The order of business shall be as follows:

- A. Call to order by the presiding officer
- B. Introduction of Board of Directors
- C. Reading and approval of previous meeting minutes
- D. Reading and approval of Treasurer's report, including supporting data
- E. Communications
- F. Committee reports
- G. Old business
- H. New business
- I. Next meeting date and location
- J. Adjournment

In any situation or question not covered by the by-laws, Robert's Rules of Order will prevail

**Section 2: PRESIDING OFFICER**

The President shall be the presiding officer of all meetings.

**Section 3: AMMENDMENTS TO AGENDAS**

Issues to be discussed under new business, not previously listed by the Secretary on the agenda, must be made by motion and seconded before it is discussed. Motions may be amended. One motion must be finished before another motion may be made. A motion is finished when it is voted on or tabled for further discussion.

**Section 4: MAKING A MOTION**

Any member in good standing shall be allowed to make a motion.

**Section 5: BOARD OF DIRECTOR MEETINGS**

Board of Directors meetings will be held monthly, with the exception of July and December. The Board of Directors shall determine the time and place of each meeting. In the event a quorum is necessary, no less than 50% of non-vacant Board of Director seats will be required.

**Section 6: GENERAL MEMBERSHIP MEETING**

There will be quarterly general membership meetings. The Board of Directors reserves the right to choose the location where the meeting will be held. The general membership must be notified of the time and location of each meeting no less than fourteen (14) days in advance. Notification may be made by a posting on the Local bulletin Boards and on the union webpage.

**Section 7: SPECIAL MEETINGS**

Special meetings may be called by the President, a majority of the Board of Directors or at least fifteen (15) general members in good standing. All special meetings require notification of no less than seven (7) days. The meeting place and time will be announced prior to the meeting. Members shall be notified of each meeting by any practical means of communication, reasonably calculated to reach each member of the local. Special meetings can only consider motions to be in order when discussion is on items listed on the posted agenda. All votes on other motions must be tabled until the next general membership meeting.

**Section 8: ATTENDANCE**

Any Board of Directors member that misses more than three (3) unexcused consecutive meetings shall be subject to discipline. Absences shall be deemed excused/unexcused at the discretion of the President and in their absence the

Vice President. The Secretary shall be responsible for notifying a Board of Directors member after their second (2nd) absence of impending discipline. Such elected officer may be subject to removal under Article 11 Discipline.

**Section 9: PRESIDING OFFICER**

The presiding officer at any Board of Directors meeting, general membership meeting, or special meeting may not make a motion or speak to a motion without first passing the chair to another member of the Board of Directors for the duration of the discussion of the issue at hand.

**Section 10: QUORUM**

A quorum for the purpose of transacting business at a general or special meeting shall be no less than 5 members in good standing along with a majority of the Board of Directors. Members shall count for quorum by either attending in person or viewing remotely.

**Section 11: RECORDS**

Records of the Local Unit, including bank statements, financial records, checks, correspondence, grievances, grievance records, notes and minutes of official meetings, shall be maintained for seven (7) years. Said official records shall be turned over to the duly elected president or his/her designee upon succession to office.

**ARTICLE 10**

**AMMENDMENTS**

**Section 1: MAKING CHANGES TO BY-LAWS**

Any member in good standing may submit any amendments to the by-laws in writing at any general membership meeting. The President shall refer all such requests to the By-laws Committee for the proper formatting and review.

**Section 2: VOTING ON AMENDMENTS**

Amendments to be voted at on general membership meetings must be included on the tentative meeting agenda and amendments must be e-mailed/mailed to the membership for review not less than fifteen (15) days prior to the general membership meeting date. No proxy votes will be accepted. A 2/3 approval of all votes cast by those in attendance at the meeting will be required for passage.

**Section-3: NOTIFICATION OF CHANGES**

All union members shall be notified by email or public posting of any changes made to the by-laws. All union members shall receive a copy of the new by-laws after they have been approved by the membership.

**ARTICLE 11**

**DISCIPLINE**

**SECTION 1.**

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

- (1) Violation of any specific provision of this Constitution, or of the By-Laws of the Local Unit;
- (2) Violation of the oath of loyalty and/or their duty to the International Union, the National Union, the Local Unit, and/or the members thereof;
- (3) Misfeasance, malfeasance, or nonfeasance such that they have breached their duty to the International, the National Union, the Local Unit, and/or the members thereof;
- (4) Disloyalty or conduct unbecoming a member;
- (5) Financial malpractice;
- (6) Corrupt or unethical practices or racketeering;
- (7) Advocating or engaging in dual unionism or secession;
- (8) Disobedience to the regulations, rules, mandates and decrees of the International Union or the National Union or the Local Unit;

- (9) The wrongful taking or retaining of any money, books, papers or any other property belonging to the International Union, the National Union or Local Unit; or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers or other property of the National Union or the Local Unit;
- (10) Working as a strike breaker or violating wage or work standards established by the International Union or the National Union or a Local Unit;
- (11) The bringing of false charges against a member or officer without good faith or with malicious intent;
- (12) Failing to pay his or her proper union membership dues, or failing to remit proper dues from the Local Unit to the National Union;
- (13) Discrimination or advocacy of forbidden discrimination against any other member on the basis of race, ethnicity, creed, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, or disability.

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

**B.** Disciplinary action, up to and including the imposition of trusteeship or the dissolution of the Local Unit, may be taken:

- (1) When a Local Unit, through misfeasance, malfeasance, or nonfeasance fails to meet its duty of fair representation to its members;
- (2) When a Local Unit fails to meet its financial obligations to the National Union, or to any other vendor or obligee.
- (3) When the Local Unit fails in its duty to its membership;
- (4) When the Local Unit fails to preserve and protect its assets, fails to meet its legal obligations, or fails in any other duty such that its obligations to the members, the National Union, the International Union, or the Local Unit itself are not being met.

**C.** For the purposes of this document, the following words are defined as follows:

- 1. "Misfeasance" - The improper performance of an act(s) which a person is supposed to do.
- 2. "Malfeasance" - The doing of an act(s) which a person is not supposed to do at all.
- 3. "Nonfeasance" - The omission of or failure to perform an act(s) which a person is supposed to do.

## **SECTION 2.**

### **Charges Brought by Member(s) of a Local Unit and Determined at the Local Level:**

**A.** Charges alleging any conduct described in Sections 1 A or B above on the part of any member or officer of a Local Unit shall be filed in duplicate with the Secretary of the Local Unit, who shall serve a copy thereof on the accused either personally or by registered or certified mail, directed to the last known address of the accused, at least ten (10) days before the hearing upon the charges. The Local Unit President shall send a copy of this notice to the National President. The charges must specify the events or acts which the charging party believes constitute a basis for charges and must state which subsection(s) of Section 1 of this Article the charging party believes have been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six (6) months after the charging party learned, or could have reasonably learned, of the act or acts which are the basis of the charges.

**B.** The Executive Board of the Local Unit shall act as the Trial Body, unless the Constitution and By-Laws of the Local Unit provide for another trial procedure. The accused may appear in person and with witnesses to answer the charges and shall be afforded a full and fair hearing. The person charged may select any member to act as an advocate unless otherwise limited by the Local Constitution and By-Laws.

**C.** If any portion of the charges is sustained by the evidence, then the trial body shall render such judgment and impose such discipline that it considers just. If the charges are not sustained, they shall be dismissed, and the accused shall be restored to full rights of membership and/or office.

**D.** If the charges brought are against a member(s) of the Local Executive Board or Trial Body, the person(s) charged shall not sit as a member of that body for the purpose of deliberating on the charges.

If this results in an insufficient number of persons to constitute a quorum, the parties shall agree to a method of establishing a fairly constituted panel to determine the sufficiency of the charges and to issue a judgment. If the parties cannot agree, either party may submit the issue to the National President in writing. The National President shall determine the method of establishing a fairly constituted panel, or shall order that the National Union take immediate jurisdiction.

**E.** If the accused is unable or unwilling to be present at any hearing provided for herein, a defense may be presented in writing. In default of appearance or defense, the Trial Body shall proceed with the hearing regardless of the absence of the accused.

**F.** The Trial Body, after requisite due process has been afforded, may impose such penalty as it deems appropriate and as the case requires. The National President shall be notified of the Hearing Decision.

**G.** The National President may assume original jurisdiction of the charge(s) filed against a Local Unit member or officer if the National President believes the charges involve a situation that may seriously jeopardize the interests of the Local Unit or the National Union, or that the hearing procedure of the Local Unit will not completely protect the interests of the member, officer or Local Unit. The Local Unit member, officer, or Local Unit may request that the National President assume original jurisdiction. Upon the National President assuming original jurisdiction, the proceedings shall be conducted in accordance with National Bylaws Article XII, section 3(A).

## **ARTICLE 12**

## **APPEALS**

### **SECTION 1. Discipline**

Any person or body against whom disciplinary action has been taken or whose charges have been dismissed in whole or in part shall have the right to appeal as follows:

**A. Appeal from a Local Unit decision.** Appeal from a Local Unit decision. An appeal to the National President may be taken by either the accused or the member filing the charges from any decision of a Local Unit with respect to such charges, provided such decision is a final decision under the terms of the Constitution and By-Laws of the Local Unit. Any such appeal must be filed in writing with the NAGE Office of General Counsel by registered or certified mail, within fifteen (15) calendar days after the decision. An appeal is considered timely if placed in the mail within fifteen (15) calendar days after the decision, as shown by an official postmark of the US Postal Service. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of any appeal, the decision being appealed from shall remain in full force unless it is stayed by the National President. The National President, or other member(s) of the National Executive Board designated by the National President, may decide the appeal on the records made by the Trial Body or may, upon at least ten (10) calendar days' notice, hear argument or hold a rehearing. The National President may confirm, reverse or modify the decision appealed.

**B. Appeal from a decision of the National President.** A decision by the National President, whether from an appeal of a Local Unit decision or based on original jurisdiction, may be taken to the National Executive Committee by either the accused or the member filing the charges with respect to such charges provided such decision is a final decision under the terms of the National Constitution and By-Laws. Any such appeal must be filed in writing with the NAGE Office of General Counsel, by registered or certified mail, within fifteen (15) calendar days after the decision. An appeal is considered timely if placed in the mail within fifteen (15) calendar days after the decision, as shown by an official postmark of the US Postal Service. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of any appeal, the decision appealed from shall remain in full force, unless it is stayed by the National Executive Committee. The National Executive Committee may decide the appeal on the record made by the Trial Body or may appoint a panel to review the record and recommend action(s) to the Committee. The National Executive Committee may, in its discretion, upon at least ten (10) calendar days' notice, hear argument or hold a rehearing either itself or before a hearing officer or officers designated by it. The National Executive Committee may affirm, reverse or modify the decision appealed.

C. Appeals from any decision of the National Executive Committee with respect to charges may be taken to the next National Convention. Any such appeal must be filed in writing with the NAGE Office of General Counsel, by registered or certified mail, within fifteen (15) calendar days after the decision. An appeal is considered timely if placed in the mail within fifteen (15) calendar days after the decision, as shown by an official postmark of the US Postal Service. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of such appeal, the decision appealed from shall remain in full force. The appellant shall have the right to appear before an appeals committee of the Convention and, if the appellant is a Local Unit or a member appealing an expulsion from membership, shall have the right to appear before the Convention itself only with the consent of the Convention. The action of the Convention on all appeals shall be final and binding.

## **SECTION 2. Elections**

Any member of a Local Unit may use the following procedure to appeal the results of an election for Local Unit officers and delegates to the National Convention:

A. Within fifteen (15) calendar days after the tally of ballots has been furnished to the members of the Local Unit, any member of that Local may file objections to the conduct of the election or conduct affecting the results of the election to the Local Unit's Election Committee, or Local Election Officer. Objections must be made in writing and must contain specific reasons in support thereof.

B. The Local Election Committee or Local Election Officer shall review the appeal and may hold a hearing within fifteen (15) calendar days of receipt of the appeal to take evidence and hear testimony on the appeal. The individual(s) appealing the election shall have an opportunity to appear at the hearing. If no hearing is held, the Local Election Committee or Local Election Officer shall issue a decision in writing within thirty (30)-days of the appeal setting forth the determination to uphold the election, or set it aside and order a new election. If a hearing is held, such decision shall be issued within thirty (30) days of the conclusion of the hearing.

C. Within fifteen (15) calendar days of receipt of the Local Election Committee's or Local Election Officer's decision, the individual(s) appealing the election or adversely impacted by the Local Election Committee's or Local Election Officer's decision on the initial election appeal, may file objections to the decision and/or conduct of the election or conduct affecting results of the election with the National President. Appeals shall be filed with the NAGE Office of General Counsel. An appeal is considered timely if placed in the mail within fifteen (15) calendar days after the decision, as shown by an official postmark of the US Postal Service. The National President shall order such action as may be necessary to ensure a fair election, including appointment of an election officer and/or re-run of the election.

D. The National President may assume original jurisdiction of the election appeal. The Local Executive Board may request that the National President assume jurisdiction of the election appeal.

## **SECTION 3.**

The National President reserves the right to accept an appeal from any member harmed by a Local Unit decision that is not defined by Section 1 or Section 2 of this Article or in Article IVA, Section 2. Any such appeal must be filed with the NAGE Office of General Counsel by registered, certified, or overnight mail service within fifteen (15) calendar days after the decision. During the pendency of any appeal, the decision being appealed shall remain in full force and effect unless otherwise stated by the National President. The National President or the National President's designee may decide the appeal on the record created by the Local Unit, conduct whatever investigation deemed necessary, or upon at least ten (10) calendar days' notice schedule a hearing. The National President may confirm, reverse, or modify the decision appealed.

## **SECTION 4.**

The National President reserves the right to accept an appeal from any member harmed by a Local Unit decision that is not defined by Section 1 or Section 2 of this Article or in Article IVA of the National By-Laws, Section 2. Any such appeal must be filed with the NAGE Office of General Counsel by registered, certified, or overnight mail service within fifteen (15) calendar days after the decision. During the pendency of any appeal, the decision being appealed shall remain in full force and effect unless otherwise stated by the National President. The National President or the National President's designee may decide the appeal on the record created by the Local Unit, conduct whatever investigation deemed necessary, or upon at least ten (10) calendar days' notice schedule a hearing. The National President may confirm, reverse, or modify the decision appealed.

#### **SECTION 5.**

Exhaustion of Administrative Remedies: Subject to the provisions of applicable statutes, every Local Unit or member or officer thereof or officer of the National Union against whom charges have been brought and disciplinary action taken as a result thereof or who claims to be aggrieved as a result of adverse rulings or decisions rendered, agrees, as a condition of membership or affiliation and the continuation of membership or affiliation, to exhaust any remedies provided for in the Constitution and By-Laws of the International Union, the National Union, and of the Local Unit and further agrees not to file or prosecute any action in any court, tribunal or other agency until those remedies have been exhausted.

#### **SECTION 6.**

The SEIU Member Bill of Rights and Responsibilities in the Union shall be enforced exclusively through the procedures provided in this Article and any decision rendered pursuant to the procedures provided for herein, including any appeals, shall be final and binding on all parties and not subject to judicial review.

#### **SECTION 7.**

Grievance appeals are outlined in Article IVA of the National By-Laws.

### **ARTICLE 13**

### **DUES**

**Section 1:** The payment of dues shall be required of all union members.

**Section 2:** The amount of dues shall be in accordance with the by-laws and constitution of NAGE/SEIU.

**Section 3:** All members must fill out a voluntary dues deduction card before dues may be deducted from his/her paycheck.

**Section 4:** The local shall collect \$1.00 per pay period in additional dues over the NAGE/SEIU set dues to assist in keeping the Local financially solvent.

### **ARTICLE 14**

### **COLLECTIVE BARGAINING AGREEMENT**

#### **Section 1: NEGOTIATING COMMITTEE**

There will be a negotiating committee. This committee may be the Board of Directors or their designee{s}.

#### **Section 2: RATIFICATION VOTING**

Elections for ratification of the collective bargaining agreement will be conducted via approved electronic voting system and/or held in multiple locations and at different times. The voting poll will be open at the end of each meeting for those in attendance. The Board of Directors will determine the time and location of elections for ratification of collective bargaining agreements. A minimum of 2, of any combination of the following: Board,

Stewards or Negotiating committee members must be present while the poll is open. The ballots shall be counted by a majority of the Board of Directors

**Section 3: NOTIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

The Collective Bargaining Agreement will be posted on the Locals' webpage. All union members shall be notified in writing of any changes made to the collective bargaining agreement. All union members shall receive a copy of the new collective bargaining agreement after it has been ratified by the membership.

**ARTICLE 15 DELEGATES TO NATIONAL CONVENTION & REGIONAL MEETINGS**

**Section 1:** The number of delegates Local R7-167 may send to the National Convention shall be as stipulated in ARTICLE VII, Section 5 of the National By-Laws.

**Section 2: DELEGATES TO NATIONAL MEETINGS**

The President of Local R7-167, by virtue of their office, shall automatically be a delegate to attend all National Conventions and Regional Meetings representing the Local. No member may be nominated as a delegate or alternate delegate to a National Convention unless they are in good standing.

**Section 3: SELECTION OF ADDITIONAL/ALTERNATE DELEGATES**

Selection of the alternate and additional delegates will occur at a quarterly membership meeting the year of the convention. Nominations can be made in writing to the Board of Directors prior to the quarterly meeting or in person at the quarterly meeting.

**Section 4: DELEGATE ELECTION TIE**

In the event of a tie in the election of delegates the top two nominees will go to an immediate runoff secret ballot vote.

**Section 5: VOTING AT NATIONAL MEETINGS**

The delegates shall be instructed by the membership how to vote on known issues that will be voted upon at the convention.

**ARTICLE 16 THE HANDLING OF GRIEVANCES**

**SECTION 1.**

Bargaining unit employees represented by the National Association of Government Employees (hereinafter Grievant(s)) shall have the following rights and shall employ the following remedies under the provisions of the National Constitution and By-Laws if they believe the Local Grievance Committee has acted improperly in handling a grievance under the Collective Bargaining Agreement.

**SECTION 2.**

Grievants, upon receiving written notification via regular or electronic mail from the Local Unit Grievance Committee that the Committee has determined either to (1) reject the grievance; (2) settle the grievance; or (3) decline to further process the grievance, shall take the following action to protect their rights:

A. Step One – The Grievant shall, within seventy-two (72) hours of notification of the Local Unit Grievance Committee's action complained of, notify at least one member of the Local Unit Grievance Committee, in writing, that the Grievant appeals the Committee's decision to the National President. The Local Unit shall immediately take the required action to protect the Grievant's rights under the Collective Bargaining Agreement by proceeding to the next step of the Grievance Procedure.



B. Step Two – The Grievant must notify the NAGE Office of General Counsel, in writing, within five (5) calendar days following the decision of the Local Unit Grievance Committee, that s/he appeals the Local Unit Committee's decision.

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

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

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

(d) The duly designated National Officer, at his or her sole discretion, may (1) render a decision conducting whatever investigation s/he deems necessary (2) decide the matter on the record created by the Local Unit or (3) refer the matter for decision to the National Executive Committee.

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

### **SECTION 3.**

Local Unit members who believe their grievances have been improperly handled by their Local Unit Grievance Committee or other authorized local bargaining agent shall, without exception, employ the remedies and procedures contained herein. Complainants shall not be entitled to enforce or present his or her claims against the National Union or its Local Unit subordinate in any court or other administrative body without first exhausting these internal procedures.

### **SECTION 4.**

Where there is no statutory duty to represent bargaining unit employees, the provisions of this Article shall not apply.

## **ARTICLE 17**

## **FINANCIAL RECORDS**

### **Section 1: FISCAL YEAR**

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

### **Section 2. REVENUES:**

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

### **Section 3. FINANCIAL DATA TO NATIONAL:**

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

Information provided under this section shall be submitted to the Auditors of the National Association of Government Employees.

**Section 4. BANK ACCOUNTS:**

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

**Section 5. SIGNATORIES:**

All checks drafted by the Local Unit must be signed by two (2) officers of the Local. There shall be three (3) signatures valid for signing vouchers and checks; they are the President, Vice President and Treasurer.

**Section 6. RECORDS:**

Records of the Local Units, including bank statements, financial records, checks, correspondence, grievance records, notes and minutes of official meetings, shall be maintained for seven (7) years. Said official records shall be turned over to the duly elected president or their designee upon succession to office.

**ARTICLE 18**

**BONDING OF OFFICERS**

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

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

**ARTICLE 19**

**EXPENSES**

**Section 1: STIPEND FOR BOARD OF DIRECTORS**

All members of the Board of Directors may receive a token of appreciation for work rendered, if a motion is made and passed at the 1<sup>st</sup> quarter general membership meeting. The amount of this motion is subject to discussion and approved at 1<sup>st</sup> quarter general membership meeting. Any stipend shall be in accordance with Article IV Section 11 of the National By-Laws.

**Section 2: REIMBURSEMENT FOR NATIONAL MEETINGS**

Delegates to National Convention and Regional Meetings are entitled to reimbursement for approved expenses.

**Section 3: REIMBURSEMENT FOR STEWARD DUTIES**

Stewards that are trained and on the active roster are entitled to an honorarium per representation providing they are not at work (on the clock) at the time of the representative meeting. The Board of Directors will determine the amount of the honorarium. Executive Board members may also receive compensation at a rate set by the Executive Board for Local work performed while off the clock. In addition, the Steward/Executive Board member will receive reimbursement at the current federal rate per mile driven round trip for Local business while off the clock. Reimbursement will be paid on a monthly basis.

**Section 4: P.O. BOX**

The Local will keep up a P.O. Box for the purpose of union business. The address will be posted on the Local's webpage, official correspondence, and letterheads.

**Section 5: WEBSITE**

The Local will maintain a contract with a web designer for the purpose of maintaining the Locals' webpage. Compensation will be paid to the web designer as agreed on by their contract. The Local 167 shall retain the domain [www.IAEP167.org](http://www.IAEP167.org).

**Section 6: DONATION OF FUNDS**

When financially able, the Local will make donations to causes as approved by a majority vote of those present at a regular or scheduled or special membership meeting. When approved by majority vote, the Local will donate up to \$500.00 to the Minnesota EMS Honor Guard on an annual basis. The Board of Directors may vote to donate up to \$500.00 for time sensitive matters that require action before a regular or a regular membership meeting. The Board of Directors may vote to donate up to \$200.00 to the memorial fund of any person gainfully employed by any EMS agency in the 7 county metropolitan area. This excludes members of Local R7-167, which will be dealt with by a vote of the majority present at a general membership meeting.

**Section 6: DONATION OF FUNDS**

When the Local is financially able, and with a majority vote at a regularly scheduled or special general membership meeting, the local will donate up to \$500.00 to the Minnesota EMS Honor Guard on an annual basis.

**Section 7: MEMORIAL FUND DONATIONS**

When Financially able, and with a majority vote at a regular or special meeting, the Board of Directors may vote to donate up to \$200.00 to the memorial fund of any person gainfully employed by any EMS agency in the 7 county metropolitan area. This excludes members of Local R7-167, which will be dealt with by a vote of the majority present at a general membership meeting.

**ARTICLE 20 POLICIES AND PROCEDURE**

Any policy and/or procedure affecting working conditions not addressed in the contract will be part of the responsibility of the elected officers under their respective roles and responsibilities in each category.

**ARTICLE 21 ROBERTS RULES OF ORDER**

**Section 1. CONFLICTS:**

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