



***Independent Fire/Security
Officers Association***

CONSTITUTION and BYLAWS

of the

UNITED TECHNOLOGIES CORPORATION

INDEPENDENT

FIRE/SECURITY OFFICERS ASSOCIATION

Amended: February, 2007

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PREAMBLE

We, the United Technologies Corporation Independent Fire/Security Officers Association, agree our aim is the total commitment to the protection of personnel, resources of our employer(s). We are bound by law, rules and conscience in the performance of our duties in a dedicated, honest and professional manner, ensuring fair and equal treatment of all personnel.

CONSTITUTION and BYLAWS

To provide laws for the governing of this Union, we adopt these Constitution and Bylaws which shall govern the officers, members and committees of this Union in the exercise of their duties and obligations in accordance with the high standard of responsibility and conduct herein set forth and pursuant to State and Federal law.

These Constitution and Bylaws shall be ratified by a majority of the membership by a mail ballot. Further, where these Bylaws refer to a "majority vote" or a "majority vote of the voting membership", it shall mean a majority of those actually voting on the question. Where these Bylaws refer to a "majority vote of the membership" or a "majority vote of the eligible membership", it shall mean a majority of all members eligible to vote. By decision of the Executive Board, or by a vote at a membership meeting, such vote may be submitted to the membership via a mail ballot.

Article I

Name

This Labor organization shall be know as the United Technologies Corporation Independent Fire/Security Officers Association and/or the United Technologies Corporation Independent, the U.T.C./I.F.S.O.A., the U.T.C.I., or any combination thereof, approved by the membership.

Article II

Object & Purpose

Section 1.

The object of the United Technologies Corporation Independent Fire/Security Officers Association (hereafter called the Union), is to advance the moral, economic and social standing of the membership and to furnish our employer(s) with the best services we can.

Section 2.

The purpose of the Union is to secure through the strength of organization and by collective bargaining and action, mutual protection, harmonious and close cooperation among our members in all matters relating to our relationship with our employer(s), to the industry, wages, hours, terms and working conditions and standards affecting membership of all represented employees and members.

Article III

Relationship Between Parent Union & Locals

The IFSOA shall be organized into one single union. The Union may recognize locals and there are currently four recognized locals. At all times the authority of the locals to act in any manner is derived from and is subordinate to the authority of the overall union, commonly referred to as the "Parent". The Parent is responsible for the overall administration of and decision making of the whole union. The Parent may delegate certain acts and responsibilities to the locals, and the overall direction of the local is the responsibility of the local officers and should not be interfered with by the Parent Union. Only where the Executive Board has determined that the local has acted inconsistently with these Constitution and Bylaws or with the interests of the union as a whole, or in derogation of fundamental union rights may the Executive Board overrule the decision of a local. The Parent shall be the exclusive collective bargaining agent for the employees represented by the union, and any role played by the locals in negotiations and contract administration shall be as delegated by and under the supervision of the Parent union. Any specific references in the Constitution and Bylaws to the responsibilities of the locals are subject to this provision.

Article IV

Membership

Section 1.

Membership in this organization is open to all personnel within the bargaining unit represented by the Union for the purposes of collective bargaining pursuant to these Constitution and Bylaws, and to retirees, as defined and limited by Article IV, Sections 6 and 9.

Section 2.

Membership in the Union shall not be denied to any eligible worker because of handicap and/or physical impairments, race, religion, color, sex, age, citizenship or national origin or any other class protected by the applicable state and federal anti-discrimination statutes.

Section 3.

All eligible employees signing an application for membership in the Union shall imply his/her agreement to comply with the Union Constitution & Bylaws, observe and conform to all provisions of this Union, its standing orders and special resolutions and directives of the Executive Board or any duly authorized Officer of the Union, then in force or thereafter made or enacted, with respect to Union Officers or relationships between the Union and the employer(s), subject to these Constitution and Bylaws, and State and Federal law.

Section 4.

An applicant must, at the time of application, be an actual worker in and around the workplace. All applicants for membership in the Union shall fill out an official application provided by the IFSOA, answering all questions contained in such application, and sign a promise to abide by all laws, rules and regulations and the Constitution of the IFSOA. All applications thus received shall be acted upon as soon as possible, but not later than thirty (30) days from the date the application is received by the Secretary of the Union. Upon acceptance of the application, membership shall date from the first day of the month for which dues are paid or dues check-off is authorized.

Section 5.

A member of the Union may resign or terminate membership only by written communication, signed by the member, to the Secretary of the Union and such resignation or termination of membership shall be effective upon receipt by the Secretary of the Union; provided that, if the employer(s) of such person has been authorized by such person individually or by the Collective Bargaining Agreement between the employer(s) and the Union to check off any amounts from the wages of such person, such resignation or termination of membership shall not relieve such person from the obligations arising from such check-off authorization.

Section 6.

Any member of the Union in good standing who becomes separated from Union membership for reasons of retirement or indefinite layoff, as long as recall rights have not expired, shall be granted honorary membership provided all dues and assessments are paid to date of separation. He/she may attend meetings, but will not make a motion, vote or hold elective office, pursuant to State and Federal law. He/she may participate in Union sponsored events. Retirees are required to pay a service fee of \$ 5.00 per year to the Union.

Section 7.

Any member in good standing, who has been separated from the Union because of Military Service in the Armed Forces of the United States of America, shall be free of all dues and assessments while serving in the Armed Forces, providing all dues and assessments are paid in full to date of entering Military Service.

Section 8.

Any member in good standing that has his/her wages or employment terminated because of illness, disability, grievance, improper discharge or disciplinary actions arguably unwarranted shall be free from all dues and assessments until such time wages and employment are reinstated. The Union shall not mandate payment for this period from the member, except if a member is returned to employment and awarded back pay he/she will then be responsible for back dues to the Union.

Section 9.

Any member in good standing, who is retired, shall be entitled to a "retired membership status" which, without being required to pay membership dues during the period of such retirement, shall entitle him/her to all of the privileges of membership except the right to make a motion, vote or hold an office. Upon request, the Union shall issue a retirement card to members who have retired from active employment, either with or without pension, shall upon payment of the annual \$ 5.00 fee, per year, retirement dues. Such retirement card shall cover all succeeding years providing the holders of such cards report to the Union annually. The Union shall have the option to use their own reasonable method of advising retirees of this reporting requirement. The card is valid as long as the holder also remains on retirement and complies with all applicable provisions contained in the Union Constitution and Bylaws. Any member with a retirement card who returns to active employment shall immediately notify the Union in writing and again start paying regular monthly dues. A member who obtains a retirement card by false pretenses or continues to retain his/her retirement card status while employed and fails to pay regular dues shall have his/her card canceled automatically.

Section 10.

Membership lists shall be maintained by each Local and any changes shall be forwarded to the Secretary of the Union, who shall maintain a complete membership list. It is the responsibility of each and every member to notify his/her Local Secretary in writing immediately of a change of mailing address and it is the responsibility of the Local Secretary to forward this information to the Secretary of the Union.

Article V

Union Funds

Section 1.

A. Funds of the Parent Union: To achieve the objectives and purposes of this organization, the funds of the Union are authorized to be managed, expended or used for all purposes and objectives as set forth in Article II, Sections 1 & 2, and/or otherwise specified in these Constitution and Bylaws and pursuant to State and Federal law. Subject to contrary vote by the membership under Article XI, Section 7, the President, Treasurer and Executive Board shall have the authority to spend Union funds. The Treasurer's authority shall be limited to five hundred dollars (\$ 500.00) for any single expense or commitment to spend. The President and the Executive Board shall have the same limitation, except for expenditure(s) for strikes and negotiation costs. Any expenditure(s) over five hundred dollars (\$ 500.00) must have the approval of the membership, by a majority vote of the membership.

B. Funds of the Local Union: To achieve the objectives and purposes of this organization, the funds of the Locals of the Union are authorized to be managed, expended or used for all purposes and objectives as set forth in Article II, Sections 1 & 2, and/or as otherwise specified in these Constitution and Bylaws and pursuant to State and Federal law. Subject to a contrary vote by the membership of the Local, the President of the Local shall have the authority to spend the Local's funds. This authority shall be limited to five hundred (\$ 500.00) for any single expense or commitment to spend. Any expenditure(s) over five hundred dollars (\$ 500.00) must have the approval of the Local Membership, by a majority vote of the membership.

Section 2.

Union funds shall be created by the collection of membership dues, reinstatement fees and assessments as shall be set by a majority vote of the membership by mail ballot.

Section 3.

All funds shall be utilized under the guidance and orders of the Executive Board for any purpose consistent with the interests and purposes of the Union and in accordance with Article V, Section 1. Subject to Article V, Section 1, the President shall have day to day authority to spend amounts necessary to conduct Union affairs in the best interest of the Union and the Treasurer shall have day to day authority to spend amounts necessary to conduct Union affairs in the best interest of the Union. Receipts for any and all Union expenses are mandatory and required.

Section 4.

All expenditures will be documented and reported at the next scheduled General Membership Meeting, and/or Executive Board Meeting.

Section 5.

The funds of the Union are to be held in trust for the benefit of the membership and shall not be loaned, invested or otherwise dealt with in a manner which inures to the personal profit or benefit of any Officer, employee or member of the Union.

Section 6.

All dues and assessments shall be payable to the Treasurer of the Union. Maximum dues collected shall not exceed twenty dollars (\$ 20.00) per member per month. Each member's monthly dues shall be calculated using the following table:

<u>Total of Regularly Scheduled Hours</u>	<u>Dues</u>
0 - 40.9 hours/month	\$ 5.00
41 - 80.9 hours/month	\$ 10.00
81 - 120.9 hours/month	\$ 15.00
121hrs & over/month	\$ 20.00

Section 7.

Each Local shall have its own budget, based on the size of its membership. The Local budget is calculated at 25% of dues collected per member each month. The yearly budget line is twelve times the monthly sum. The Local does not carry over unused funds into the next year. The Local receives funds by submitting a requisition form to the Union Treasurer. These funds shall be used to cover expenses incurred by the IFSOA, pursuant to these Constitution and Bylaws. Any temporary change in the amount of moneys paid to each Local may be made by the Executive Board.

Section 8.

All members becoming in arrears in his/her dues (except in the event of the company's failure to forward automatically deducted dues from member's pay through checkoff) will be suspended after receiving three (3) months prior written notice from the Treasurer, from rights and privileges and can only be reinstated full membership rights and privileges upon payment of the arrears and, if applicable, reinstatement fee. A reinstatement fee not to exceed fifty dollars (\$ 50.00), plus delinquent dues, may be assessed by a majority vote of the attending membership at a General Membership Meeting.

Section 9.

The Fiscal Year for the Union shall be from the first (1st) day of February to the thirty-first (31st) day of January.

Section 10.

Once a year, the Audit Committee, established, pursuant to Article IV, Section 1, shall prepare a detailed financial statement to be presented at the first General Membership meeting following the submission of this Union's annual report to the Office of Labor Management Standards. This statement shall be of sufficient detail to account for and explain the information contained in said report. If requested by a simple majority of the membership, on a petition, the Audit Committee shall conduct one additional audit each fiscal year. The Audit Committee shall commence its audit within another thirty (30) days of receipt of said petition, and finish the Audit within another thirty (30) days, and shall provide to the membership written report at the next General Membership Meeting. All facts required to sufficiently detail information contained in the Union's annual reports accessible to any member within thirty (30) days following the receipt by any Union Constitutional Officer of member's written request.

Section 11.

The funds of the Union must be deposited in a bank that is a FDIC member.

Article VI

Parliamentary Authority

Except where otherwise described the rules contained in the current edition of Robert's Rules of Order shall govern the Union in all cases to which they are applicable and in which they do not violate the provisions of these Constitution and Bylaws, Federal or State Law.

Article VII

Contract & Negotiation/Strike Authorization

Section 1.

It shall be the established policy of the Union to recognize the spirit, the intent and terms of all contractual relations developed and existing between the Union the employer(s), concluding out of negotiations and/or conference between the Union and the employer(s), as binding upon them. No Officer, member, representative or agent of the Union shall have the power or authority to counsel, cause, initiate, participate in or ratify any action which constitutes a breach of any contract entered into by the Union.

Section 2.

Members of the Negotiation Committee shall be the Parent Union President, each Local Union's President, one additional member from the East Hartford Local (to represent Fire or Security, as needed) and the Chief Steward. The Parent Union President or his/her designee, is the Chief Negotiator.

A. It shall be the duty of the Negotiating Committee to do research on agreements, be alert to the problems under the present agreement, study, investigate and propose beneficial changes, wages, pension plans, sick and welfare benefits, insurance's , etc., and to make recommendations to the membership before opening negotiations with the employer(s).

B. The Negotiating Committee is authorized to enter into tentative agreements, which are subject to ratification by the majority vote of the membership attending a duly noticed and posted meeting called especially for this purpose, or through such other procedure adopted by the Executive Board to encourage greater participation of members in voting on the proposed contract or supplement. If the Negotiating Committee has no tentative agreement to recommend, it may convey to the membership the employer's last best and final offer, and make a recommendation on a strike vote.

C. No Union funds shall be received by or disbursed to negotiators or other Union members for time spent at contract negotiations with the employer(s) for lost overtime wages, real or imagined.

D. The Parent Union President and Chief Steward shall represent the Union as a whole irrelevant of their respective Locals.

E. The Negotiating Committee can be assisted by current legal counsel.

Section 3.

When a dispute exists between an employer(s) and the Union concerning the negotiation of a collective bargaining agreement or any other strikeable issue, the Negotiating Committee, President or the Executive Board may issue a call for a strike vote. All members must be given notice of the vote to be taken and it shall require a two thirds (2/3) majority vote to authorize a strike.

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Section 4.

Before a strike shall be called off, a special meeting of the Union shall be called for that purpose and it shall require a majority vote to call off a strike. Any Local Union engaging in a strike which is called in violation of this Constitution and without authorization of the Executive Board, shall have no claim for financial or organizational assistance from the Union or any affiliated Local Union.

Article VIII

Conflicts of Interest

Section 1.

No elected Officer, Appointed Officer and/or member acting in official capacity or otherwise, may have (a) personal financial interest which conflicts substantially with the performance of his/her duties, (b) substantial interest in any business enterprise with which the Union bargains collectively or which is in competition with business which the Union is involved.

Section 2.

No elected Officer, Appointed Officer or member may accept gratuities or payments of any kind from the employer(s) or business enterprise which the Union bargains collectively for other than regular pay and benefits derived from performed tasks as an employee, including merit awards or other such awards, and payment for lost time.

Section 3.

No Union funds shall be disbursed to nor received by any Union Member Negotiator or other Union members as compensation for lost overtime wages for time spent at Contract Negotiations with the Corporation.

Article IX

Election of Officers

Section 1.

Any member is eligible for an office provided he/she has been a member of the Union, in good standing, for at least one (1) year.

Section 2.

Elected Officers of the Union shall be President, Vice President, Chief Steward, Recording Secretary and Treasurer. Fulfillment of other requirements contained in these Constitution and Bylaws may mandate that additional Constitutional Officers be elected. Where there is a contest for an office, the candidate receiving the highest number of votes shall be elected.

Section 3.

Each Local shall elect a President, Vice President, Recording Secretary, Stewards and two (2) Executive Board members. Where there is a contest for an office, the candidate receiving the highest number of votes shall be elected.

Section 4.

The terms of office for each Officer in the Union and Locals shall be for a period of two (2) years, or until a successor is elected. Each term of office shall begin on the first (1st) of February and terminate on the thirty first (31st) of January.

Section 5.

No ratified amendment lengthening the current term of Elected Offices is permitted. Any and all changes will be effective only after the next election.

Section 6.

Election of all Officers to the Union and Locals shall be conducted pursuant to the rules and regulations of the Labor Management Reporting and Disclosure Act of 1959, as amended and in compliance with Robert's Rules of Order.

Section 7.

All Officers of the Union shall be bonded as required by law and in compliance with Federal Law.

Section 8.

Election Procedures and Requirements

Elections for Parent and Local Officers shall be conducted as follows:

A. Election for Parent Union and Locals of Forty (40) or More Members:

i. A meeting to accept nominations for Union Officers will be held on the Sunday prior to Thanksgiving. This Nominating Meeting's agenda must be pre-posted no fewer than thirty (30) days prior to the nomination meeting. All aspects concerning elections will adhere to Title IV Elections of the Labor Management Reporting and Disclosure Act of 1959, as amended, including notice by this Union of the alternate manner by which a qualified member wishing to be a candidate may become a candidate.

ii. Nominations for any Office can be made in either or both of the following ways:

a. Nomination made from the floor of the Nomination Meeting. Said candidate need not be at the Nomination Meeting, but must be contacted to verify his/her intent.

b. A candidate may mail a letter to the Union expressing his/her intent to be a candidate for a specific office. This letter must be mailed prior to the date of the Nomination Meeting.

iii. A list of nominated candidates shall be posted in all affected locations within 72 hours of the nomination meeting.

iv. Elections shall be by secret ballot. Ballots will be mailed to each member in good standing's address or otherwise appropriately delivered, no fewer than twenty (21) days and no more than thirty (30) days after the nominating meeting. Ballots will be opened and counted at a membership meeting to be held on the third (3rd) Sunday of January. Federal Election Outlines for Labor Organizations will be followed.

B. Elections for Locals Under Forty (40) Members: A Local of fewer than forty (40) members may adopt the above procedure or may adopt an alternate procedure providing for personal solicitation of each member providing that fifteen (15) days notice is given prior to such solicitation, and provided that these procedures give all eligible members reasonable opportunity to be nominated for office and to vote.

C. An Election Committee of two (2) members shall be appointed by the President (and in the case of the Local, by the Local President) to oversee the election process. The committee members may not be on the said ballot. This committee shall count the ballots.

D. Any member wishing to decline his/her nomination, to an elective position, shall have the privilege to withdraw his/her nomination.

E. In all cases whereby only one member in good standing is nominated for any elective position in this Union, pursuant to Article III, Section 5 and Article IX, such sole candidate must be elected by default and no secret ballot election will be held.

F. An election to fill any vacated position or any rerun election ordered by the Executive Board shall be held as soon as practicable and shall follow the above process, except that the reasonable time periods between the steps of the process shall be set by the Executive Board.

Section 9.

Technical defects which the Executive Board determines could not reasonable have affected the outcome of the election may be waived by the Executive Board.

Section 10.

In the event that a position re-opens due to the officer elect declining the position, the position will be filled by the next highest vote getter, temporarily, until such time that the membership can vote to fill the position. The candidates will consist of the previous candidates and any petitioning candidates.

Article X

Officers of the Union

Section 1.

As required by circumstance, both foreseen and not foreseen, the chain of command in responsibility shall begin with the President and proceed downward in this order: President, Vice President, Chief Steward, Recording Secretary and Treasurer.

Section 2.

The President, Vice President, Chief Steward, Recording Secretary and Treasurer are elected servants unto the Union Membership. He/she is required to act in good faith with conscience at all times in protecting the members' interests and rights provided herein and under Federal and State Law.

Section 3.

(President)

The President of the Union shall attend all General and Special Membership Meetings and sessions of the Executive Board, if possible. In the absence of the President, the Vice President will assume all the duties, authorities and responsibilities of the President.

The President is an Executive Board member.

The President shall perform such duties as are necessary to protect and advance the interest of the Union and shall report his/her activities to the Executive Board and the general membership.

The President shall co-sign, along with the Treasurer, all checks issued by the Union in excess of five (\$ 500.00) hundred dollars.

The President shall have the full authority to direct the workings of the Union within the provisions of these Bylaws and Federal and State Laws and subject to the direction of the Executive Board and the General Membership.

The President shall report his/her actions since the last general membership meeting to the general membership at the next general membership meeting.

The President is mandated by these Constitution and Bylaws to convene a minimum of three (3) regular general membership meetings as required and/or mandated by circumstances and/or petition, pursuant to the Sections contained in Article XII.

The President is mandated by these Constitution and Bylaws to convene a minimum of six (6) Executive Board meeting and other Executive Board meetings whenever necessary or by petition.

Section 4.
(Vice President)

The Vice President of the Union shall assist the President in all matters as required. In the absence of the President, the Vice President shall attend meetings of the Union. In the event the Office of the President becomes vacant, the Vice President shall become the Acting President until the position is filled by election, as mandated under Article III, Section 5. A chain of command shall be followed in the event of the Vice President's absence at any meeting.

The Vice President is an Executive Board member.

Section 5.
(Chief Steward)

For the purposes of representation, administration and enforcement of the Collective Bargaining Agreement, the Chief Steward shall be key in representing employees in all matters relating to the processing and servicing of any and all Union grievances. The Chief Steward will act along with the President or his/her designate, in all matters of concern in reference to Article IV Grievance Procedure, of the Collective Bargaining Agreement. The Chief Steward also shall make a recommendation to the Executive Board about whether to pursue a grievance to arbitration.

The Chief Steward is an Executive Board member.

The Chief Steward shall have full authority to direct the administration of the Collective Bargaining Agreement within the provisions of these Constitution and Bylaws and shall report his/her actions to the Executive Board and IFSOA Union President.

The Chief Steward shall have the responsibility to receive process and file grievances regarding the Collective Bargaining Agreement(s) within the provisions of Federal Law,

State Law and these Constitution and Bylaws. At any and all Step Two Grievance Meeting(s) the Local Union President, or his/her representative where the Step Two Grievance Meeting is being held, must be invited to be present with the Chief Steward.

Section 6.

(Recording Secretary)

The Recording Secretary of the Union shall attend all Executive Board and membership meetings. He/she shall cause to be recorded the proceedings of such meetings. If the Recording Secretary is absent, an alternate Recording Secretary for such meeting will be chosen from those in attendance according to Robert's Rules of Order.

The Recording Secretary is an Executive Board member.

The Recording Secretary shall have charge of and preserve all books, documents, official minutes of membership meetings and effects of the Union office, except such records kept by the President, Treasurer or the Chief Steward of the Union. The Recording Secretary shall allow any member to examine those records, books and documents upon receipt or written request by any member in good standing provided such records do not or may not violate any legitimate privacy of a member. When such private information is contained in Union documents, the Recording Secretary must provide an edited copy of the information requested for review by the requester, with the private information removed, and must furnish the requesting member with a written reason why such removed information was not produced. The Recording Secretary shall perform such other duties as are herein provided in these Constitution and Bylaws or which may be assigned by the Executive Board.

The Recording Secretary is also responsible for keeping membership lists.

Section 7.

(Treasurer)

The Treasurer of the Union shall supervise all financial transactions.

The Treasurer is an Executive Board member.

The Treasurer shall be custodian of the funds of the Union, issue and endorse checks drawn from the Union's fund and/or assist the President of the Union in doing so.

The Treasurer shall be an aid to the Union President and submit all financial records to the President or designated authority to meet all legal requirements and maintain strict integrity of all financial responsibility. The Treasurer shall keep records of the expenses of the union, together with a detailed statement of receipts and disbursements of all monies belonging to the Union.

The Treasurer shall issue receipts for monies, pay all bills and expenses for the Union unless otherwise ordered by the Executive Board or General Membership not to do so.

The Treasurer shall submit detailed statements of receipts and disbursements and shall deposit funds in some responsible banks to meet current obligations of the Union and shall prudently, if directed by the Executive Board or General Membership invest the remainder of the funds under procedures and standards developed from time to time by the Executive Board.

Article XI

Executive Board Members and Their Duties

- A. The Executive Board shall consist of the President, Vice President, Treasurer, Secretary, Chief Steward, Local Presidents, and two (2) representatives from each Local. No one person may hold more than one (1) Executive Board position, Parent or Local, at one time, including the Presidents.
- B. Each Executive Board Representative is an elected servant unto the Union Membership. His/her responsibility is first to the IFSOA Membership. He/she is required to act in good faith with conscience at all times in protecting the members' interests and rights provided herein and under Federal and State Law.
- C. The Executive Board shall be the highest governing authority of the Union and may be overruled only by a majority vote of the membership, either at a meeting or by ballot. The Executive Board may make decisions only when there is a quorum present or otherwise voting. Quorum is fifty percent (50%) of the Board. When necessary to vote on an item, the Executive Board shall require a majority vote of those in attendance, provided there is a quorum.
- D. An Executive Board Member's duty is to promote and utilize the membership's participation for the purpose of advancing the development and betterment of the Constitution and Bylaws, policies, rules and powers governing this Union and all matters mentioned here and not mentioned here in our current Constitution and Bylaws.
- E. The Executive Board Member from the Locals shall represent the interest of their Local in all matters which come before the Executive Board and shall attend every meeting. If these Executive Board Members can not attend an Executive Board Meeting, it is his/her responsibility to contact the Local President, as soon as possible, so that a replacement can be contacted. The chain of command for a replacement shall be Vice President, Steward, Recording Secretary. Executive Board members who are Parent Union Officers shall represent the interests of the Union as a whole and shall make every effort to attend every meeting.

Article XII

Membership Meetings

Section 1.

To constitute a quorum a meeting must have in attendance 7% or more of the Union membership, in good standing, including the Officers.

Section 2.

The proper posting of a meeting: The meeting must be pre-posted fifteen (15) or more days in advance and this notice must include the Date, Time, Place and Agenda. If for any reason the date or agenda is changed, modified or amended in any way, then a whole new meeting notice must be posted fifteen (15) or more days in advance stating Date, Time, Place and Agenda. In an emergency the Time and/or Place of this specific meeting can be changed. The Meeting Notice of the change must be posted as soon as possible with the reason for the change(s) and shall be posted next to the original notice.

Section 3.

Membership meetings shall be held a minimum of three (3) times a year.

Section 4.

At meetings, as described in Section 3, reports will be made by the President, Recording Secretary and Treasurer of the Union, concerning Union affairs conducted since the previous membership meeting.

Section 5.

In any and all event(s) whereby a properly pre-posted meeting is attempted to be held, but may not be held due to failure to meet the required Quorum standard, such attempt to hold a meeting shall void the requirement as stated in Article XII, Section 3.

Section 6.

The unofficial reading of the last regular meeting minutes shall be read by the Recording Secretary, unless waived by a majority of the membership in attendance.

Section 7.

Membership meetings will have the authority to conduct the affairs of the Union unless otherwise directed in this document. Prior decisions of the Executive Board may be overridden by a majority vote of the membership.

Section 8.

When emergency or special meetings are called, fair notice will be given to all members. The notice shall state business to be conducted and only that business shall be in order at such meetings. Items to be discussed and/or voted upon must be stated as being exactly that in order for such business to be properly before the membership.

Section 9.

Regular, special and emergency meetings shall normally be called by the President. The President must call for a General Membership meeting within thirty (30) days, but not less than fifteen (15) days with a pre-posted agenda stating business and action to be decided, if either the President, Vice President, Recording Secretary, Treasurer, or an Executive Board Member is served a petition containing the following:

- A. Signatures of 15% of the General Membership
- B. The desired topic of discussion
- C. Purpose of discussion
- D. Mission statement (desired course of action to be decided at the meeting, i.e.: Voting, Dissemination of information, etc.) Subsections A, B, C and D will be posted exactly as stated on such a petition within the written, fifteen (15) day pre-posted "Notice of Meeting" announcement.

It is the responsibility of the President to call this meeting. In the event the President fails to call the meeting, the responsibility to call this meeting shall be that of the Vice President.

Section 10.

Regular, Special, Emergency and Executive Board Meetings shall be called by the President. The President must call for the appropriate type meeting when three (3) or more members of the Executive Board direct him to do so.

Section 11.

When any meeting of this Union has once been legally declared adjourned, it shall not be opened except by unanimous consent of the members present. If any member of this Union has left the room subsequent to adjournment, the meeting shall not be reopened.

Section 12.

No member shall be allowed to enter or remain in the Union Meeting room or participate in a meeting while under the influence of illegal drugs or intoxication liquor.

Section 13.

All guests at a meeting must be pre-approved by the President and a majority of the membership present at said meeting. Guests shall not be permitted to participate in debate of any question on the floor without the majority consent of the members present.

Section 14.

All Officers of this Union must, when possible to do so, attend all regular and special meetings. Should any Officer be absent from three (3) consecutive meetings, his/her office must be declared vacant. The only acceptable excuse for missing a meeting: when required to work in the plant, when on leave of absence, Reserve Duty, vacation or business for the organization, or in the event of death of a member of the family, or for serious illness. In order to be excused, each absentee must notify the President within ten (10) days after the close of the meeting which he/she failed to attend.

Article XIII

Offenses, Trials and Appeals

Section 1.

Any member of the Union may be penalized for committing any one or more of the following offenses:

- A. Violation of any provision of these Bylaws and/or other rules of the Union
- B. Disturbing the peace at any Union meeting.
- C. The wrongful taking or retaining of any money, books, papers or any other property belonging to the Union or the wrongful destruction, mutilation or erasure of any books, records, bills' receipts, vouchers or other property of the Union.
- D. Engaging in dual unionism or secession.
- E. Failing to pay an assessment within the time required by the Union, which in no case shall be more than three (3) calendar months.
- F. Other conduct that is unbecoming to a member of this Union.

Section 2.

Any member convicted on one or more of such offenses may be assessed, suspended and/or expelled. Any Officer or representative of the Union so convicted may, in addition, be removed from the office or position. All charges against any member must be presented in writing, signed by the charging party (who must be a member in good standing) and must specify the matter of the charge. Charges must be submitted to the Union President or the Local President at the choice of the charging party within sixty (60) days of the time the charging party first became aware of reasonably should have been aware of the alleged act or acts, except that no limitation shall apply to the failure to pay an assessment under Article XII, Section 1 of these Bylaws. Whomever the charging party files the charge with will conduct the investigation of the charge as described below. Within seven (7) days of receipt of the charge the Union will send a copy of such charges to the last know address of the accused member, together with written notice of the investigation and the time and place of any meetings that will be conducted pursuant to the investigation.

Section 3.

An investigation of the charges will be conducted by the person with whom the charge was filed and completed within thirty (30) days of the receipt of the charge. The investigator will do whatever is necessary to conduct a thorough investigation and make a recommended disposition to the parties. At the completion of the investigation, the investigator will make a recommended disposition of the charge to the parties, who have up to fifteen (15) days to decide whether they will accept the recommended disposition. If the investigator's disposition is accepted, the matter is thereby resolved and no further action by the Union is required. If either party does not accept the recommended disposition, the charge is thereby formally filed with the Executive Board of the Union, who must convene within thirty (30) days for the purposes of a hearing and/or trial on the charges.

Section 4.

Prior to convening the hearing, the Executive Board shall determine, in consultation with the parties, the procedures for the hearing which shall be conducted to ensure that due process is afforded the parties. The Executive Board shall notify the parties of the procedure prior to the hearing.

Section 5.

The parties shall have the rights to put evidence, and to cross-examine witnesses. Either party may be assisted by a Union member. If a party brings legal counsel to the hearing, at all times this is at his or her own expense and not be reimbursed by the Union. Further, the party bringing legal counsel to the hearing must inform the Executive Board of this in writing choose to have the Union's legal counsel present at the hearing to advise the Executive Board.

Section 6.

The Executive Board must issue a written decision, which is sufficient to inform the parties of the basis of the decision, within fifteen (15) days of the close of the hearing. Only a decision by the Executive Board to penalize a member may be appealed. That appeal is to the general membership. Such an appeal must be in writing and filed within fifteen (15) days of the decision with the President of the Parent Union, with a copy to the charging party and the Executive Board. The appeal must be on the agenda of the next scheduled general membership meeting, unless a special meeting is called. The general membership must be provided a copy of the Executive Board's written decision. According to the usual procedures governing membership meetings concerning Executive Board decisions, the membership can vote to accept the Executive Board decision or to ask the Executive Board to reconsider, The Executive Board must convene to reconsider within fifteen (15) days. The Executive Board's decision on reconsideration is final.

Section 7.

The above described deadlines for the investigation and hearing are to ensure that such charges are handled as expeditiously as possible and are the outer limits within which these events must occur, unless extensions are agreed upon.

Section 8.

If a charge is lodged against an Executive Board member and/or a party has a claim of bias of an Executive member, the Executive Board will hear such claim and take whatever steps are appropriate to address that claim, including appointing other members to hear the charge. No Executive Board member will participate in the disposition of any charge by or against him or her.

Section 9.

All protests directed to the conduct of nominations or election procedures, may be appealed to the Executive Board within thirty (30) days from the date of the election. All election protests shall be in writing and shall contain a brief statement of the grounds relied upon. The decision of the Executive Board shall be final. Failure by the President or Acting President to properly serve filed charges against an accused Union member, or failure to meet any/all required duties under this Article, must require, mandate and authorize the following, to be the responsibility of the next highest Union Officer authority:

- A. Relieve the President or highest acting responsible authority of his official duties pending a separate trial, and
- B. Must assume the position of "Acting President", until final deposition through trial and appeal is complete, and
- C. Must proceed with the same responsibilities and consequence and benefit of position as the relieved authority, until such time as the relieved officer is cleared of the charge through the above procedures, or an election to fill such vacancy is held, pursuant to Article III, Section 5.

Article XIV *Committees*

All Committees, other than those covered by the Constitution and Bylaws, shall be appointed by the IFSOA President. One member of each committee shall be elected by that committee as chairperson. He/she shall be responsible for reporting committee business to the President and the Union at each General Meeting. The committees will be Bylaws Committee, Audit Committee and all other committees and/or task forces formed at anytime henceforth.

All Officers named in this Article that are elected must be elected by a secret majority vote, pursuant to Federal Election Outlines for Labor Organizations.

The term of Office for all committees shall be for a period of one (1) year, commencing on the first (1st) day of February and terminating on the thirty-first (31st) day of January or until a successor is elected.

Section 1.

AUDIT COMMITTEE: Four (4) members shall be appointed by the President, subject to the following:

- A. These appointments must be posted for thirty (30) days.
- B. If the President receives a petition within fifteen (15) days of the first day of posting, signed by 13% or more of the membership in good standing calling for an election to fill these positions, the President must call an election within thirty (30) days from the date said posting was first posted.
- C. If the President does not receive a petition calling for an election to fill these positions within fifteen (15) days of the first day of posting, signed by 13% or more of the membership in good standing, these appointments are hereby valid until either the next general elections or until any or all Officers vacate this position, whichever comes first.

Section 2.

BYLAWS COMMITTEE: Four (4) members shall be appointed by the President, at least one from each Local, subject to the following:

- A. These appointments must be posted for thirty (30) days.
- B. If the President receives a petition within fifteen (15) days of the first day of posting, signed by 13% or more of the membership in good standing calling for an election to fill these positions, the President must call an election within thirty (30) days from the date said posting was first posted.

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- C. If the President does not receive a petition calling for an election to fill these positions within fifteen (15) days of the first day of posting, signed by 13% or more of the membership in good standing, these appointments are hereby valid until either the next general elections or until any or all Officers vacate this position, whichever comes first.

Article XV

Compensation for Lost Time

Section 1.

There must not be any payment made to any Union member for lost time for conducting Union business, except where that member loses some or all of their scheduled hours, excluding overtime. Such payments are subject to approval by the President and review by the Executive Board and general membership, and must be strictly for time lost. Upon request, the member must submit a copy of his/her pay stub to the President as proof of loss of normal, straight time wages. Reimbursement will be at current wage per hour, broken down into tenths of an hour. Negotiating Committee members are presumed to be entitled to lost time under this section.

Section 2.

A condition to disbursements is that full disclosure of funds disbursed and exact documentation of all members' time spent must be provided to any member requesting such information in writing. This written information will be released to the requesting member within thirty (30) days following his/her written request.

Section 3.

A. If the Executive Board member can not attend the meeting, he/she is to first follow the procedure for replacements as outlined in Article XI, E.

B. If no replacement can be found by following Article XI, E., then the highest ranking Local officer will make the determination as whether the Executive Board member must attend the meeting. If the highest ranking Local officer determines that the Executive Board member must attend the meeting, the Executive Board member will be compensated, out of Local funds, for time lost to attend the meeting. If the highest ranking Local officer determines that the Executive Board member need not attend the meeting, the Executive Board member may work or may attend the meeting without compensation from the Union.

C. A member of the Executive Board will not be compensated if time off from work is taken to attend an Executive Board meeting outside of the member's normal work schedule. This would include 5th, 6th and/or 7th days.

D. Compensation to attend Executive Board meetings will be at the Executive Board member's current wage.

E. The highest ranking UTI Officer will make the determination as to whether the UTI Executive Board member must attend the meeting. Paragraphs C and D. above apply to members who represent the UTI on the Executive Board with the understanding there are no replacements for those members.

F. Any dispute over whether an Executive Board member should attend a meeting and be compensated will be brought before the Executive Board at its next regularly scheduled meeting.

Article XVI

Miscellaneous

Section 1.

In the event a term is used in these Constitution and Bylaws that refers to the male gender, it shall apply equally to the female gender. In the event a term is used in these Constitution and Bylaws that refers to the female gender, it shall apply equally to the male gender.

Section 2.

UTI Bylaws supersede any and all Local Bylaws.

Section 3.

Any part of these Constitution and Bylaws can be amended or added to, as required, providing they are done in accordance with the current edition of Robert's Rule of Order.

Section 4.

These Constitution and Bylaws shall be considered the Constitution and Bylaws of the Union, known also as the United Technologies Corporation Independent Fire/Security Officers Association, and shall be equally and absolutely binding on each and every member of this Union.

Section 5.

Financial inability by any Local Union, or the Parent Union, as determined by the Executive Board and ratified by the membership, to pay any or all the reimbursements, payments of bills or per capita to funds as set forth or indicated in the preceding part of these Constitution and Bylaws as obligatory and at the same time operate in sound financial condition, shall immediately cancel any requirement to continue such financial obligations.

Section 6.

The President of this Union must post a General Notice to the Membership stating any and all Leaves of Absences for any officer within seven (7) days of the beginning of such absence. This required notice shall state clearly which officer or member, pursuant to these Constitution and Bylaws, is the Acting Officer in his/her absence.

Section 7.

Each Local Steward will be required to attend a minimum of three (3) meetings within a twelve (12) month period, one of these meetings shall be done in the first four (4) months: February (1), March (2), April (1) and May (1) also, two (2) meetings in the last five months of the year: September (1), October (2), November (1), December (1) and January (2).

There would be no regular scheduled meetings in June, July or August.

If a Steward is in violation of this section, he/she loses his/her Stewardship for the current term and the second place vote getter fills in for the remainder of the term. IF there is no second place vote getter, the position remains vacant and the Local leadership assumes responsibility for the vacant Steward position in the Grievance Procedure.

Section 8.

In consideration for the performance of their duties and services rendered, these two officers of the Union, the Chief Steward and the Recording Secretary will receive compensation to be determined by the members at a general membership meeting or a meeting specially called for this purpose.

Section 9.

Whenever Treasurer is referred to in these bylaws, it refers to the Union Treasurer.