

By-Laws
of
United Government Security
Officers of America



UGSOA
Local #18

TABLE OF CONTENTS

ARTICLE I - NAME 3

ARTICLE II - DURATION 3

ARTICLE III - PURPOSE 3

ARTICLE IV - AMENDMENT 3

ARTICLE V - JURISDICTION 3

ARTICLE VI - MEMBERSHIP 4

ARTICLE VII - ORGANIZATION 4

ARTICLE VIII - OFFICERS 4

ARTICLE IX - STRIKES 7

ARTICLE X - VOTES, POLLS & SURVEYS 7

ARTICLE XI - ELECTION OF OFFICERS 9

ARTICLE XII - DUES 10

ARTICLE XIII - REIMBURSEMENT 11

ARTICLE XIV - FINANCIAL RECORDS13

ARTICLE XV - BONDED 13

ARTICLE XVI - COLLECTIVE BARGAINING AGREEMENT 13

ARTICLE XVII -CHARGES AND TRIALS 13

**ARTICLE I
NAME**

The name of this organization is United Government Security Officers of America, Local #18, hereinafter referred to as the Local.

**ARTICLE II
DURATION**

The duration of this labor organization shall be in perpetuity.

**ARTICLE III
PURPOSE**

The purpose of this Local is to represent employees who are employed as Armed Security Officers within the jurisdiction of the Local.

The purpose of this Local is to secure fair play, justice and professional treatment for all Armed Security Officers at work and in their relations with the Company. The Local utilizes primarily the process of collective bargaining but also promotes public understanding of the positive function and role of the Union. This Local also supports legislation in the interest of working people.

**ARTICLE IV
AMENDMENT**

These By-Laws may only be changed by a show of hands vote of the membership present at the Union meeting. A thirty (30) day written notice will be posted on the Union bulletin boards and website informing members when and where the vote will be conducted.

ARTICLE V JURISDICTION

This Union shall have the power to organize Armed Security Officers, Security Officers, and Guards within the meaning of the National Labor Relations Act throughout the United States of America.

ARTICLE VI MEMBERSHIP

Section 1. Membership shall be open to all persons who are employed in good standing in the district and jurisdiction of Local #18. The support of the Constitution of the UGSOA International Union and the Constitution of the United States of America is mandatory.

Section 2. A member shall be automatically expelled on the last day of the second month in which the member ceases to pay uniformly required initiation fees, dues and assessments. The member must be notified in writing that his or her payments are in arrears. Members may, if they leave the employment of an employer covered by a collective bargaining agreement, apply for a honorable withdrawal card if he or she accepts employment within the jurisdiction of the Local for an employer not under a collective bargaining unit.

Section 3. It shall be the duty and responsibility of all members to uphold the principles of trade unionism, to faithfully comply with these By-Laws and to take no action in violation of the By-Laws or inconsistent with their precepts.

ARTICLE VII ORGANIZATION

The supreme authority of this Local shall be the membership. Between meetings of the membership, the Executive Board of the Union shall make all decisions, including the interpretation of these By-Laws, and its decision shall be final and binding on the membership. At the next general membership meeting, the members shall have the right to challenge any said decision. The membership of this Local shall have regular meetings at least once each quarter, but may have additional meetings if determined necessary by the Executive Board.

ARTICLE VIII OFFICERS

Section 1. The Officers of this Local shall be the President, Vice President, Treasurer, Recording Secretary and up to three (3) Executives at Large.

Section 2. To be eligible for elections to any Officer in this labor organization, a member must have been in continuous good standing in the Local for one (1) year immediately preceding the election.

Section 3. No member shall simultaneously hold two (2) offices in this Local.

Section 4. All members in good standing are eligible for appointment to committees.

Section 5. The Executive Board of the Local shall consist of all Officers, except any member who ceases to be in good standing shall automatically lose his or her seat on the Executive Board and his or her office.

Section 6. All vacancies in office shall be filled until the next regular election by appointment by the President and approved by the Executive Board. In the interim a Trustee will fill in, the position will be posted and letters of intent requested.

Section 7. The Executive Board will appoint all Stewards and Trustees in such number as may be necessary. Stewards and Trustees will serve only at the sole discretion of the Executive Board and may be removed at their discretion. It shall be the duty of all Stewards and Trustees to attend all regularly scheduled general membership meetings unless excused by the Local President.

Section 8. President - It shall be the duty of the President to:

- A. Attend and preside at all meetings of the Union,
- B. Sign all checks (which shall require a minimum of two (2) signatures),
- C. Enforce all collective bargaining agreements, and
- D. Generally to administer the affairs of the Local.

After holding this office for a period of six (6) months, the President shall receive the sum of eight (8) hours his or her straight pay rate per month for their duties.

Section 9. Vice President - It shall be the duty of the Vice President to:

- A. Assist the President in the discharge of his or her duties and in the absence or incapacity of the President, to assume his or her duties.
- B. Attend all Union meetings unless excused by the Local President.
- C. Sign checks in the absence of either the President or the Treasurer.
- D. Monitor and track all grievances and also receive copies of all current grievances.

In the event the President's resignation or incapacitation, the Vice President shall assume the office of the President until a new election can be held to fill this position within sixty (60) days, both to remain as such for the remainder of the current term.

After holding this office for a period of six (6) months, the Vice President shall receive the sum of six (6) hours his or her straight pay rate per month for their duties.

Section 10. Treasurer - It shall be the duty of the Treasurer to:

- A. Receive all dues, initiation fees, assessments, and fines and all other income and to properly account for the same through the maintenance of books and records accounting to generally accepted accounting principles.
- B. Attend all Union meetings unless excused by the Local President.
- C. Create and present an itemized financial report at each regular meeting of the membership as to the financial condition of the organization.
- D. Prepare any and all forms for LM purposes as described in Article XII Section 7.
- E. Sign all checks.
- F. Prepare an IRS form 1099 for anyone that was paid greater than \$600.00 from the Local for their services (does not include reimbursements).

After holding this office for a period of six (6) months, the Treasurer shall receive the sum of four (4) hour his or her straight pay rate per month for their duties.

Section 11. Recording Secretary - It shall be the duty of the Recording Secretary to:

- A. Attend all Union meetings unless excused by the Local President,
- B. Document and publish the meeting minutes,
- C. Be responsible for maintaining all Union files and correspondences,
- D. Maintain a file of all past and present collective bargaining agreements between the Local and the Employer.

After holding this office for a period of six (6) months, the Recording Secretary shall receive the sum of two (2) hours his or her straight pay rate per month for their duties.

Section 12. Executives at Large - It shall be the duty of the Executives at Large to:

- A. Assist the President of the Union as needed and
- B. Attend all Union meetings unless excused by the Local President.

Section 13. Trustees - It shall be the duty of the Trustees to:

- A. Have oversight responsibilities for all funds and property of the Local.
- B. They shall either audit the books and records of the Local or retain an accountant to do so, not less often than once in each calendar year. A report of any such audit shall be made to the membership at the next regular meeting.
- C. Trustees will make arrangements to have an outside source audit the books and records once every three (3) years, preferably just prior to the election of new Union officials.

ARTICLE IX STRIKES

Section 1. No strike shall be called by the Local without an affirmative show of hands vote of those present and voting within the applicable collective bargaining unit. This shall be a last and final resort. The International President must approve all strikes.

Section 2. No strike shall be called without the prior approval of the Executive Board.

ARTICLE X
VOTES, POLLS & SURVEYS

Section 1. Secret Ballot Votes - Will be for the election of officers, ratification of a new collective bargaining agreement and any changes to the Local dues. All Secret Ballot votes require a thirty (30) day written notice (if possible) to all members and are posted for all to see on the bulletin boards. The vote will carry with a majority (51%) of members actually voting. A voting committee will be formed for every Secret Ballot Vote.

A. Voting Committee

- Volunteers, who must be members in good standing, will be selected by the Executive Board of the Local.
- Executive Board members will not be committee members.
- The committee will consist of a minimum of three (3) individuals.
- In the event no one volunteers, the Executive Board will designate three (3) Stewards as the committee.
- In the event of a sudden last minute vacancy to the committee, any member in good standing can be designated to fill in by any member of the Executive Board.
- The committee will designate the time and place for voting.

B. Voting Process

- A thirty (30) day notice (if possible) will be posted on the bulletin boards and Union website announcing the vote. Coordinate this with the Locals Recording Secretary.
- Member verification sheets, tally sheets (to count and verify votes) and ballots will need to be printed. Coordinate this with the Locals Recording Secretary.
- Ballots should clearly display what is being voted on, instructions on how to fill out the ballot and a warning that blank ballots or stray marks may void the ballot, followed by the candidate names (election of Officers) or yes / no designations (CBA or dues).

- The committee will control the flow of traffic during voting.
- Votes will be placed in the designated ballot box. The ballot box will be secured with two (2) different locks. Two (2) committee members will secure the keys. At no time will one (1) committee member be in possession of both keys. Prior to voting the ballot box will be verified that it is empty by the committee members. After verification the box will be secured.
- Every effort will be made to afford members on vacation or Military Duty (Drill Weekend or Annual Training) during the appointed voting time, the opportunity to vote early, this must be done in person and prior to leaving. In the event there is not an opportunity to vote prior to their departure, the individual may submit their vote via email proxy. The email containing their vote will be sent to the Recording Secretary and one of their Team Stewards. Individuals voting in this way consent to their vote not being a secret ballot. Votes via email proxy will only pertain to the situations specified in this paragraph. No phone calls will be made to individuals on vacation or individuals that may be sick on the designated voting day.
- For all voting scenarios, only committee members and voting individuals will be permitted within the immediate voting area (fifty (50) feet from ballot box).
- At the conclusion of all voting, committee members will verify and tally the votes. The committee will notify the Local President or designee of the results, who will then publicize the results. All ballots (including those not used) will be sealed inside an envelope, seals signed by committee members and retained in the records of the Local for a period of not less than one (1) year.
- In the event of a recount or a dispute over ballots, the sealed envelope will only be opened by appointed committee members or be mailed unopened to the UGSOA International. The International will determine the method of resolution.

Section 2. Show of Hands Vote - Will be for policy changes, changes to the By-Laws and strikes. All show of hands votes would require a thirty (30) day written notice (if possible) posted on the Union bulletin boards and website stating that a vote will be conducted. The vote will carry with two-thirds (66%) of the

membership actually voting. The Local President or designee, presiding over the meeting will clearly state what is being voted on. He or she will then call for a show of hands vote to signify yes or no, for or against, etc. The show of hands vote will be tallied by the President or designee, and verified by another member present at the meeting.

Section 3. Polls & Surveys - Will be conducted by the Stewards and Executive Board members in order to gather the collective opinion of the membership on specific items of concern to the Local and its operation. Poll or survey sheets will consist of the officer's name, yes / no designation and a signature or initial line. Members must be in attendance where the poll or survey is taking place. All polls or surveys will be returned to the Executive Board within seven (7) days after being assigned.

ARTICLE XI ELECTION OF OFFICERS

Section 1. Elections of Officers shall be held once every three (3) years or more often as voted on by the membership.

Section 2. To be eligible for the election of office, a member must have been in continuous good standing with the Local for a period of not less than one (1) year at the time of the election. Good standing for the purpose of election to office shall mean payment of all initiation fees, dues, fines, and assessments required. Good standing shall also mean compliance with all provisions of these By-Laws. One will not be in good standing who has been found guilty by a trial board within the last year of a violation of any provision of these By-Laws or obligation of membership.

Section 3. Any member in good standing shall be eligible to nominate candidates for Office.

Section 4. Nominations for Office shall be taken orally ninety (90) days prior to the election at a meeting of the general membership.

Section 5. All those in good standing on the first day of the month of the election shall be eligible to vote. To be a member in good standing for the purposes of

voting, an individual must have paid dues for a period of at least two (2) months prior to the first day of the month of the election.

Section 6. The election of officers shall be held by secret ballot vote.

Section 7. Incoming officers shall be installed on the first of the month following an election.

Section 8. It shall remain the duty of the Preceding Local Union Officials to transfer all books, accounts and equipment in their possession to the newly elected officials. This shall be done within thirty (30) days following the new installation of Office.

ARTICLE XII DUES

Section 1. To be in good standing, a member must pay all initiation fees, all regular and uniformly assessed dues and assessments and any such fines, which may be outstanding against him or her. The initiation fee shall be in such amount as set by the Membership, \$10 (not to exceed \$40, with a minimum of \$10), with one-half the initiation fee to be paid to the International. Members on short or long term disability and members deployed due to military commitments will remain members in good standing even though no dues will be collected from them during their time away from work.

Section 2. All dues relative to full time employees shall be in the amount equivalent to one (1) hour straight time pay per month to the International and one (1) hour straight time pay per month to the Local. The amount paid as dues may be increased or decreased, for the Local only, by the membership voting by secret ballot. A prior written notice of thirty (30) days to each member at his or her known address shall be deemed sufficient notice. Assessments shall be set by the membership in the same fashion, as dues are set.

Section 3. All initiation fees, dues assessments, and fines must be actually received by the Treasurer on or before the 15th of the month for which the dues are due, provided, if the member's dues are paid pursuant to a check off with the

Employer, said dues will be considered timely received when the check of remittance is received from the Employer.

Section 4. Any expenditure in excess of \$300.00 shall require a poll or survey of the membership by the Stewards on each crew. Subsequent ratification of the expenditure may be necessary upon a motion for the same at the next regular membership meeting. Officer pay reimbursement while conducting official Union business will not count towards the \$300.00 limit.

Section 5. The Local will not, under any circumstance, make an individual loan to any member of the Local. The Local may authorize and approve of fundraisers or collections for members with financial needs.

Section 6. Union Officers may be sent to training seminars held by the International Union from time to time by the International President. The costs are to be paid with Local funds. This section is exempt from Article XII Section 4.

Section 7. LM reports are the sole responsibility of the Local. The required LM1 shall be filed within ninety (90) days of certification as well as annual LM reports that are required to be filed per the Department of Labor guidelines.

ARTICLE XIII REIMBURSEMENT

Section 1. Dues will be used to reimburse Officers conducting official Union business. Officers scheduled to work their regular full time shift, providing services for the Local shall be compensated for all hours missed, this to include the overtime rate for hours missed during a normal scheduled 48-hour workweek. Officers not scheduled to work their regular full time shift, providing services for the Local, will be paid \$100.00 per day for their duties.

Section 2. A per diem will be paid for all lodging and meals incurred during official Union business, using the US General Services Administration's guidelines that are published annually (www.gsa.gov). All receipts should contain who, when, where and what for.

A. Lodging

- A receipt is required for all lodging expenses.

- If lodging cannot be found at the travel destination for less than or equal to the GSA table, a majority of the Executive Board must approve this expenditure. Otherwise, only the maximum GSA rate for that location will be reimbursed.

B. Meals

- Receipts are not required for meal expenses
- Meals will be reimbursed at the full GSA rate (location specific), except for the first and last day of travel, which shall be paid at 75% (view table)
- All day trips (no overnight stay) will be paid at the 75% rate, unless the total time away is greater than 8 hours, then the full amount will apply.

Section 3. All travel expenses incurred while conducting official Union business will be fully reimbursed. This may include, but not limited to, airfare, rental car and tolls. All travel reimbursements must have a receipt to be approved. Personal vehicle mileage will be reimbursed at the current government rate.

Section 4. Executive Board members may be issued a Local credit card. The use of the credit card must be in accordance with the Business Credit Card Agreement. Any purchases with this credit card must be submitted with a receipt. Credit cards may be used when traveling for training or other Local related business for the card holder and any accompanying Local members.

ARTICLE XIV FINANCIAL RECORDS

All financial records shall be kept in good order and easily reviewable. All records and reports must be kept for a minimum of 7 years. All computer records, including bank statements, canceled checks and financial software, should be backed up. Members in good standing may review these records at any regular scheduled membership meeting.

ARTICLE XV

BONDED

This Local shall be bonded to cover all persons that handle Local funds. There shall be no deductible and must cover at a minimum 10% of the last years total income (LMR data). This will cover theft and embezzlement of Local funds.

ARTICLE XVI COLLECTIVE BARGAINING AGREEMENTS

All collective bargaining agreements shall be negotiated by members of the Executive Board along with any rank and file committee established for such purpose. No collective bargaining agreement shall be effective until ratified by a majority (51%) of the members actually voting on it at a regular or specially called meeting, and signed by the International Union.

ARTICLE XVII CHARGES & TRIALS

Section 1. Charges may be filed against any officer for violation of his or her duties in office.

Section 2. Charges may be filed against any member for violation of the obligations of these By-Laws.

Section 3. Charges must bear signature of three (3) members and must clearly set forth the basis of the charge. Charges must be sent certified mail, return receipt requested, to the Secretary (or Treasurer, if the Secretary is involved in the charges) of the Local. Upon receipt of the charges, the Secretary (or Treasurer) shall immediately transmit a copy thereof to the President (or Vice President, if the President is involved in the charges) of the Local and shall serve a copy via certified mail, return receipt requested, upon the member or members against whom the charges are preferred.

Section 4. The Executive Board shall serve as the trial committee to hear evidence and to make a final binding decision, provided that if any member of the Executive Board is directly interested in the charges, he or she shall not serve, but

a replacement will be selected by a majority vote of the Executive Board remaining.

Section 5. The President (or Vice President, if the President is involved in the charges) shall serve notice by certified mail, return receipt requested, advising member or members of when the trial body will meet, which shall be at a time, date and place certain and not less than thirty (30) days after the notice of hearing is sent. The notice shall be sent to the last known address of the member.

Section 6. The trial body shall establish its own rules of procedure relating to the conduct of the trial and shall advise the parties of them.

Section 7. Charges must be preferred against a member not more than sixty (60) days following the time when the charging member knew or reasonably should have known of the offense giving rise to the charges.

Section 8. A member charged may be represented at the trial by another member in good standing but no attorney or counselor at law shall represent either the charging member or the charged member.

Section 9. If a member is found guilty as charged, or of a lesser or included offense, the member may be punished by fine, expulsion, or any such other penalty as is consistent with these By-Laws, the principles of trade unionism and the charges.

Section 10. The trial body shall issue its written decision with fifteen (15) days of the close of the hearing.

Section 11. If a member is found guilty, he or she may appeal the decision of the trial body to the full membership of the Local by serving his or her appeal document by certified mail, return receipt requested, on the Secretary of the Local. Any such appeal must be sent within fifteen (15) days of the receipt of the trial bodies decision. The appeal document shall set forth fully the basis of the appeal.

Section 12. At the next regular membership meeting thereafter, the full membership of the Local shall consider and make a final and binding decision of the trial body, the membership must vote to reverse by two-thirds (66%) of those actually present and voting.

Section 13. Charges may be brought against any Officer or member for the following offenses:

- A. Malfeasance in office by an Officer.
- B. Crossing any valid established picket line of this Local.
- C. Misappropriation or embezzlement of the Union funds.
- D. Conduct detrimental to the Local.
- E. Conduct inconsistent with any policy taken by the membership of this Local.

Adopted this 28th day of December, 2015.

Signed:

President:

Andrew Clark



Vice President:

Matthew Zimmerman



Treasurer:

Justin Marella



International President:

Desiree Sullivan

