

# STATE OF OHIO, UNIT 2 ASSOCIATION

## CONSTITUTION AND BY-LAWS



### ARTICLE 1 NAME AND ADDRESS

#### Section 1:

The name of this organization shall be the State of Ohio, Unit 2 Association, and shall be referred to, herein, as the “Unit 2 Association” or “Association”.

#### Section 2:

The official address of the Association shall be the Association Attorney, or other address designated by the Association President. The official telephone number shall be the telephone number of the Attorney or the telephone number designated by the Attorney.

### ARTICLE 2 PURPOSE

#### Section 1:

It shall be the primary purpose of the Association to fairly represent its members in collective bargaining and in matters relating to their wages, hours, or other terms and conditions of employment.

### ARTICLE 3 MEMBERSHIP

#### Section 1:

All employees in bargaining units that the Association has been certified to exclusively represent for purposes of collective bargaining shall be eligible for Association membership. All members have the right to participate in the affairs of the Association and attend regular meetings of the membership, subject to the rules and processes governing member participation and member benefits as set forth, herein. Members separated from a position that is represented by the Association may retain their membership while they are eligible to return to their position by recall from layoff, medical leave, military leave, other unpaid leave granted by the Employer, or while the Association maintains a legal challenge related to the member's separation from employment.

#### Section 2:

Eligible employees will be accepted for membership without regard to age, race, color, sex, creed, religion, ancestry, national origin, handicap, physical disability or sexual preference.

#### Section 3:

Employees eligible for Association membership that are not members of the Association shall be designated "non-members." Non-members shall not be afforded benefits reserved for Association members, except as required by law; including, but not limited to, legal assistance in cases arising outside the collective bargaining process or outside a labor agreement negotiated by the Association.

#### Section 4:

Any disciplinary actions initiated by the Association against members or Executive Board officers shall be carried out in a fair and equitable manner.

### ARTICLE 4 DUES AND FEES

#### Section 1:

Members shall be assessed dues and fees as established by the Executive Board. Prior to becoming a member, eligible employees must first agree that they will pay all dues and fees associated with membership by signing a dues deduction authorization form, or other written agreement to pay membership dues and fees established by the Executive Board for such purposes. There shall be no initiation fee required to become a member separate from the regular dues and fees assessed for membership. The Association shall not levy assessments against members, except those assessed for regular dues and fees. The Association shall also collect affiliated FOP lodge dues, with Association dues and fees, and remit such to the affiliated lodges monthly. Any Association member who chooses not to be an affiliated lodge member shall have their lodge dues amount reimbursed to them on a monthly basis.

Section 2:

Any member or other eligible employee that has failed to pay all dues and fees associated with Association membership shall be considered a Non-member until all unpaid dues or fees are paid in full.

Section 3:

Members may withdraw their membership from the Association to become Non-members pursuant to any express terms for membership withdrawal in a collective bargaining agreement applicable to the employee's bargaining unit. Where the collective bargaining agreement applicable to an employee's bargaining unit does not contain express terms for the withdrawal of membership from the Association, the employee may withdraw his or her membership from the Association by delivering written notice of the employee's withdrawal to the Executive Board and Human Resources.

Section 4: Fair Share Fees:

- (A) Fees assessed per employee for costs associated with collective bargaining, contract administration, grievance adjustment, and the enforcement of laws protecting the Association or the bargaining rights of employees it represents are herein referred to as "fair share fees." Any member of a bargaining unit represented by the Association that does not elect to become a member of the Association sixty (60) days after the employee began working in a classification represented by the Association shall be assessed a fair share fee, where the assessment of a fair share fee is permitted by law.

The fair share fee amount shall be determined by the Executive Board prior to the start of each fiscal year and shall be ratified by a majority of the present and voting members at a regular meeting of the membership.

- (B) The fair share fee shall be sufficient to cover all costs and expenditures associated with collective bargaining, contract administration, grievance adjustment, and the enforcement of laws protecting the Association or the bargaining rights of employees it represents. The fair share fee shall not include any costs or expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. The fair share fee amount shall not exceed the dues paid by members of the Association.

- (C) Activities that relate to the ability of the Association to carry out its representational interest as the exclusive representative of bargaining unit employees, the costs of which may be included in the calculation of the fair share fee, shall include, but are not limited to, the following:

- i. Gathering information in preparation for the negotiation of collective bargaining agreement;
- ii. Gathering information from employees concerning collective bargaining positions;

- iii. Negotiating collective bargaining agreements;
  - iv. Adjusting grievances pursuant to the provisions of collective bargaining agreements;
  - v. Administration of ballot procedures on the ratification of negotiated agreements;
  - vi. The public advertising of positions on the negotiation of, or provisions in, collective bargaining agreements, as well as on matters relating to the representational interest in the collective bargaining process, contract administration, and enforcement of collective bargaining rights and protections;
  - vii. Purchasing books, reports, and advance sheets used in matters relating to the representational interest in the collective bargaining process, contract administration, and enforcement of collective bargaining rights and protections;
  - viii. Hiring experts, specialists, and/or attorneys in labor law, economics and other subjects for services used in matters relating to the representational interest in the collective bargaining process, contract administration, and enforcement of collective bargaining rights and protections;
  - ix. Membership meetings and conventions held, in part, for purposes relating to the representational interest in the collective bargaining process, contract administration, and enforcement of collective bargaining rights and protections;
  - x. Lawful impasse procedures to resolve disputes arising in collective bargaining and in the enforcement of collective bargaining agreements;
  - xi. The prosecution or defense of litigation or charges to enforce rights relating to concerted activity and collective bargaining, as well as collective bargaining agreements; and
  - xii. Administrative activities, court costs, legal fees, and expenses allocable to each of the categories described above.
- (D) In any fiscal year in which the Association charges dues to its members that include budgeted costs or expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining, the Association will obtain an audit of the Association's budget from an independent auditor. As part of the independent audit, the Association shall request that the auditor identify (i) costs or expenses that are clearly associated with collective bargaining, contract administration, grievance adjustment, and the

enforcement of laws protecting the Association or the bargaining rights of employees it represents, as set forth herein, (ii) costs or expenses that are clearly in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining, and (iii) any costs or expenses that are not clearly in either category.

- (E) Upon completion of any independent audit, the results of the independent audit shall be made available to any bargaining unit employee upon written request. All costs or expenses that are clearly associated with collective bargaining, contract administration, grievance adjustment, and the enforcement of laws protecting the Association or the bargaining rights of employees it represents shall be included in the fair share fee calculation and may be used immediately. All costs or expenses that are clearly in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining shall not be included in the fair share fee calculation for that year.

All costs or expenses that are not clearly in either category may be included in the calculation of the fair share fee. However, fair share fee revenues for expenses that are not clearly in either category will be placed in escrow until all Non-member employees have had an opportunity to object to the calculation of the fair share fee, as set forth herein.

(F) REBATE PROCEDURE:

Prior to the start of each fiscal year, all Non-member employees shall be notified of the fair share fee amount and shall be provided a copy of this rebate procedure. Non-member employees shall have fifteen (15) days following the date they receive notice of the fair share fee amount to object to the calculation of the fair share fee by submitting the reasons for such objection in writing to the Association. A Non-member employee's failure to provide written objection to the fair share fee calculation in a timely fashion shall be considered a waiver of the right to object.

- i. Upon receiving an objection to the fair share fee calculation from a Non-member employee, the Association Executive Board will review the objection and inform the employee within thirty (30) days of its decision. If the Executive Board agrees with the objection, the fair share fee calculation shall be reduced accordingly, and any assessments that were erroneously collected in the interim shall be refunded. If the Executive Board rejects the Non-member employee's objection, then the employee may appeal the Executive Board's decision to Ohio's State Employment Relations Board ("SERB") pursuant to SERB's procedures and Ohio collective bargaining law.
- ii. Upon the written request to SERB of any member of a bargaining unit represented by the Association where SERB determines the necessity

for an audit, the Association will provide a certified audit of its financial records at the time and in the manner requested by SERB.

## ARTICLE 5 EXECUTIVE BOARD

### Section 1:

The Association shall have an Executive Board. The Executive Board shall consist of ten elected members: President, Vice-President, Secretary/Treasurer and seven members-at-large. The Executive Board shall be elected from the FOP Lodges with the following representation: President, Lodge 140 (2 primaries and 2 alternates), Lodge 143 (2 primaries and 2 alternates), Lodge 144 (2 primaries and 2 alternates), Lodge 149 (2 primaries and 2 alternates), and Lodge 777 (1 primary and 1 alternate). The President, Vice-President and Secretary/Treasurer shall be elected by the primary representatives set forth above, or the alternates in their absence. Executive Board members shall serve for a term as determined by their respective lodges. Executive Board members are not limited in the number of terms they may serve on the Executive Board. Executive Board vacancies shall be filled by their respective Lodges in accordance with their Lodge Constitution.

### Section 2:

The supreme authority of the Association shall be the members. The President shall conduct all day-to-day business of the Association between regular meetings of the membership on behalf of the Executive Board, except that the Executive Board may amend or reverse any decision made by the President to the extent such decision can be amended or reversed at the time of the Executive Board's review. The Executive Board shall meet once a month to discuss any Association business, or as they see fit. In the event the Executive Board fails to reach a consensus in any matter, decisions of the Executive Board shall be decided by a majority vote of the Executive Board. The President shall have no vote. Any decision made by the President or by the Executive Board may be amended or reversed by a Membership Vote pursuant to the procedures set forth in Article 7 to the extent such decision can be amended or reversed at the time of the Membership Vote.

### Section 3:

The Executive Board members shall be primarily responsible for negotiating labor agreements on behalf of the Association. The Executive Board may obtain legal counsel to assist in collective bargaining or to represent the Association during collective bargaining. The Executive Board may designate other members to represent the Association during collective bargaining or to serve as alternate representatives during collective bargaining. The Executive Board must notify all Association members before designating additional or alternate members to represent the Association in collective bargaining, and such designations may be revoked by a Membership Vote pursuant to Article 6.

Section 4:

Votes by the entire Executive Board can occur between regularly scheduled meetings via email or survey.

ARTICLE 6  
REGULAR MEETINGS AND VOTING

Section 1:

Regular meetings are meetings open to all members. Regular meetings shall be held at least once per year, and may be called and scheduled by a majority vote of the Executive Board. The dates, times, and locations of regular meetings will be determined by the Executive Board, and announced to the membership in writing (including email). The Executive Board shall endeavor to notify all members of regular meetings and the meetings' agendas at least two weeks prior to each meeting, except that the Executive Board may schedule a regular meeting with fewer than two weeks' notice when special circumstances exist. Regular meetings may also be called by a signed petition of at least thirty percent (30%) of the members. The Board will conduct its regular meetings in-person or remote or the combination of both. Any action that could be taken at an in-person meeting may also be taken at a virtual meeting. Participation in a meeting held by remote communication shall constitute presence in person at the meeting for all purposes, including quorum and voting.

Only members and legal counsel retained by the Association may attend regular meetings, unless such restriction is waived by a majority vote of the Executive Board. The President shall preside over all regular meetings. In the absence of the President, the Vice-President shall preside over regular meetings, and in the absence of both the President and Vice-President, the Secretary/Treasurer shall preside over regular meetings.

Section 2:

The final approval of all tentative collective bargaining agreements negotiated by Association representatives, and any other matter submitted to the membership for approval shall be subject to a "Membership Vote". Membership Votes shall occur by secret email ballot, or by other means approved by the Executive Board. The result of a Membership Vote shall be determined by the majority of votes cast. Only those that have maintained continual membership status for at least 180 days prior to the date of the Membership Vote count, those that have maintained continual membership status beginning sixty (60) days after the employee was eligible for membership, and those that have continually maintained member status since fifteen (15) days after the Association was first certified as their bargaining representative shall be permitted to participate in a Membership Vote, unless such restrictions are expressly waived by the Executive Board prior to a particular Membership Vote.

Section 3:

Elections for vacant Executive Board offices shall be conducted by their respective Lodges as set forth in each Lodge Constitution and By-Laws.

Section 4:

All members, and only members, may nominate candidates for office and seek office.

ARTICLE 7  
AMENDMENTS

Section 1:

Adoption of any amendment to this Constitution and By-Laws requires a majority vote of the members casting ballots at a regular meeting (or by online voting open to the membership), pursuant to the Membership Vote procedures in Article 6. Proposed amendments to this Constitution and By-Laws shall be submitted in writing to any Executive Board member at least twenty-four (24) hours before the regular meeting during which the amendment will be subject to a vote, unless such advance notice requirement is waived by a majority of the Executive Board.

Section 2:

Amendments shall be signed by the Executive Board and take effect immediately following passage.

ARTICLE 8  
LEGAL REPRESENTATION AND ASSOCIATION BENEFITS

Section 1:

The Association shall retain legal counsel for the purposes of negotiations, arbitration, processing of Unfair Labor Practice complaints and legal advice in any other Association matter. In the event the Association retains legal representation for its members in cases arising outside the process of collective bargaining or outside a labor agreement negotiated by the Association, such representation shall not be provided to Non-members. Non-members shall also have no right to vote on Tentative Agreements or Fact-Finding reports submitted to the membership.

Section 2:

The Association shall not provide health insurance or other benefits that are separate from, or in addition to, benefits expressly set forth in this Constitution and By-Laws, or any collective bargaining agreement negotiated by the Association, until the express terms of such health insurance or other benefits are approved by a Membership Vote. In the event the Association provides health insurance or other benefits that are separate from, or in addition to, benefits expressly set forth in this Constitution and Bylaws, or a collective bargaining agreement negotiated by the Association, such health insurance or other benefits shall be made available to all Association members on equal terms.



ARTICLE 9  
GRIEVANCES AND ARBITRATIONS

Section 1:

The Executive Board shall review all requests to arbitrate a grievance pursuant to any collective bargaining agreement negotiated by the Association. The Executive Board shall have the authority to arbitrate, or to not arbitrate, any grievance or other legal action on behalf of the Association.

Section 2:

Prior to requesting the arbitration of any grievance, the Executive Board shall consult legal counsel and consult with the grievant, if requested, to determine an appropriate course of action. All grievances must be approved by a majority vote of the Executive Board prior to arbitration. Grievant shall be notified of the Executive Board determination.

ARTICLE 10  
FINANCIAL RECORDS

Section 1:

The Secretary/Treasurer and/or Union Attorney will keep accurate accounts of all income and expenses using generally accepted accounting principles, keep copies of collective bargaining agreements negotiated by the Association, keep an inventory of all Association property, designate the receipt of all Association dues and fees, prepare an annual financial report, and keep its accounts open for inspection by any member upon written request unless paid directly by the Employer. The President and Vice-President or an alternate Executive Board member shall sign all Association expense forms for the expenditure of Association funds. The Treasurer and/or Union Attorney will annually submit all records of income and expenses for review.

Section 2:

All Association officers and agents, their spouses, minor children, parents, and all other close personal acquaintances of such officers and agents are prohibited from engaging in business with or obtaining any financial interest in the Association to the extent that such business engagements or financial interests may conflict with the fiduciary obligations of such persons to the organization. The Association shall not make loans to officers, agents, or any other members.

Section 3:

Any Executive Board member, or designee, that is responsible for Association funds, property, trust in which the Association is interested, or any Association subsidiary organization must be bonded in the amount, scope, and form required by law.

ARTICLE 11  
UNIT 2 SUP ACCOUNT

Per Diem will be paid at a rate that is established by the Executive Board by standing motion at the beginning of the fiscal year per day for all Executive Committee meetings,

in the event a member is off-duty on the date of the meeting or has to report to work before or after the Committee meeting due to operational needs.

Unit 2 meals will be paid by the Bargaining Committee Member (BCM) unless funds are available in the Unit 2 Sup Account, and at that time shall be paid by the Unit 2 Attorney, who will then submit an expense form for reimbursement.

Lodging (up to 3 nights) shall be reimbursed, out of the Unit 2 Sup Account, to a Unit 2 B.C.M. attending any State FOP Board Meetings and/or the State FOP Conference. Meals during any overnight lodging will be paid at the per diem rate established by US General Service Administration ([www.gsa.gov/travel-resources](http://www.gsa.gov/travel-resources)), no receipt for meals will be necessary while on overnight lodging.

Mileage Reimbursement shall be set by the prevailing IRS rate.

Alternate Bargaining Committee Members shall attend any Unit 2 Bargaining Committee meetings in the absence of their respective seated committee member, or as needed and directed by the President.

Alternate Bargaining Committee Members may still attend any Unit 2 Bargaining Committee Meetings not mandated by the President as long as it does not create an expense to the Unit 2 Sup Account.

Internet or Smart Phone Services shall be paid at a rate that is established by the Executive Board by standing motion at the beginning of the fiscal year per month with receipt or at any lesser rate the B.C.M. may have established.

A Bargaining Committee Member may purchase a computer or tablet for use of their Unit 2 Bargaining Committee Duties, at a cost no greater than \$500.00 and that cost may be submitted for reimbursement with receipt at a rate of \$50.00 per month until said computer is paid in full. The President shall keep record of same. One Computer or tablet may be purchased every five years. The President may pay for the computer in full if funds are available.

Donations to the Unit 2 Association shall be placed into the Unit 2 Sup Account.

In the event of a Unit 2 Member becoming involved in a line of duty death or severely injured in the line of duty and duty related (severely injured means required stay in a hospital for more than 5 consecutive days), the Bargaining Committee Members may vote to provide the Unit 2 Member up to \$1,000 from the Unit 2 Sup Account, as long as money is available.

Money from the Unit 2 Sup Account may be used for training, travel and lodging within Ohio that deals with negotiation, handling grievances or union business. The Executive Board must approve all such training.

