

# **Hollywood Professional Fire Fighters**

**Local #1375**

**Constitution**

**and**

**By-Laws**

As required by the IAFF  
Constitution and By-laws,  
this document was adopted  
and approved by the  
membership prior to its  
submission to the IAFF.

~~November 18, 2015~~

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(Date of Membership Approval)

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(Authorized Local Officer)

## ARTICLE I: ORGANIZATION

### **Section 1: NAME**

The name of this organization shall be *Hollywood Professional Fire Fighters, Local #1375, International Association of Fire Fighters., Inc.*

### **Section 2: DEFINITIONS**

Reference in this Constitution and By-laws to "*Local*" or "*Local Union*" shall refer to the Local as set forth in Section 1 above. Reference to the "*Association*" or "*International*" shall refer to the *International Association of Fire Fighters*.

### **Section 3: COMPLIANCE**

This Local Union, its officers, representatives, and members, shall recognize, observe, and be bound by the provisions of the Constitution and By-laws of the International Association and the interpretations rendered by the International's General President, the resolutions, decisions and directives of the Executive Board, or officers of the Association when made in conformity with the authority granted by the Constitution and By-laws of the Association, and the resolutions adopted and policies established by the delegates at convention. **Article XIII** of the Constitution and By-laws of the Association is recognized as providing the basic rules governing this Local.

## ARTICLE II: JURISDICTION

Jurisdiction shall be as follows:

All full-time, paid employees engaged in fire fighting, emergency medical or rescue service activities, or related services.

## **ARTICLE III: MEMBERSHIP**

### **Section 1: ELIGIBILITY**

Any person of good moral character who at the time of making application is engaged in service within the jurisdiction of this Local, as given in Article II, is eligible for active membership. Anyone eligible for membership in this Local shall not be refused membership or, upon acceptance, be discriminated against because of race, color, gender, sexual orientation, creed, national origin or by reason of disability.

### **Section 2: ACTIVE MEMBERSHIP**

**Active Members.** Active members shall enjoy all rights, benefits, and privileges offered by this Local and/or any affiliated organizations.

**Retired Active Members.** Members who have retired from this Local as members in good standing may be allowed to maintain their status as "Active Members" by complying with the requirements of **Article VIII** within thirty (30) days of their retirement.

**Retirees.** Members who have retired from this Local or have otherwise withdrawn as members in good standing may be allowed to maintain their "Retiree" status by complying with the requirements of **Article VIII** within thirty (30) days of their retirement or withdrawal. Retirees shall be heard on all matters of business before the Local but will not be eligible to vote.

**Honorary.** For meritorious service to this Local, or for distinguished public service, persons may be elected honorary members by majority vote at a regular Local meeting. Honorary members shall not pay initiation fees, dues, or other charges, and shall have no voice or vote in the Local. Such membership may be revoked for just cause by a majority vote at a regular Local meeting.

### **Section 3: MAINTENANCE OF GOOD STANDING**

Members in good standing shall include any person who has fulfilled the requirements as an Active Member, Retired Active Member, or Retiree in this Local, and who has not voluntarily withdrawn, become ineligible for continued membership or been suspended or expelled as provided in the Constitution and By-laws of the International Association of Fire Fighters or the Constitution of this Local. Only members in good standing will be eligible to participate in any Local insurance programs.

### **Section 4: DELINQUENT MEMBERS**

Members who fail to pay their monthly dues or assessments by the fifteenth day following the month such dues are payable with the exception of **Article III, Section 5** shall be notified in writing, by certified mail, by their Local Officers whose duty it is, that they are delinquent and will be automatically suspended and lose their good standing if payment is not made within sixty (60) days following such notification. Delinquent members and suspended members are not entitled to a voice or vote in the affairs of the Local or the International.

## **Section 5: PAYMENT**

All applicable dues, assessments, and insurance premiums payable to the Local must be made in order to maintain a membership in good standing.

Active Members shall make all applicable payments through payroll deductions.

Upon entering into Retired Active Member or Retiree status, a member must remit, within thirty (30) days, all applicable dues and/or assessment payments owed for the balance of the calendar year. On an annual basis thereafter, all applicable payments owed for that particular year shall be paid on or before January 31, or as otherwise specified in a written billing statement.

Upon entering into Retired Active Member or Retiree status, a member must remit, within thirty (30) days, all insurance premiums owed for the balance of that calendar year. Thereafter, all annual insurance premiums must be paid on or before January 31 of each year, or as otherwise specified in a written billing statement. Delinquent members shall be so notified via certified mail with cancellation effective thirty days thereafter.

## **Section 6: SEPARATION**

When any member in good standing becomes separated from the fire/rescue service, the Local may allow said member to retain active membership or in lieu thereof, upon request of said member, shall issue a withdrawal card. The Local may issue withdrawal cards only to those members who leave the fire/rescue service in good standing or who are precluded by law or Local ordinance or contractually from maintaining union membership by virtue of their fire department position. A former International member holding a valid withdrawal card will not be charged a reinstatement fee upon reentry into the organization. A member, who is duly elected as an officer of the International, or elected or appointed as a representative of or to an affiliated labor organization, shall retain his active membership in said Local.

Any member in good standing who becomes separated from the fire/rescue service and who does not request a withdrawal card shall have thirty (30) days from the date of said separation in order to request a continuation of their prior membership status or their membership shall be terminated.

## **ARTICLE IV: GENERAL MEMBERSHIP MEETING**

### **Section 1: REGULAR MEETINGS**

Meetings of this Local shall be held on the third Thursday of every month at the *Douglas B. Macready Hall*, excluding the month of December. ~~Meeting times shall be held at 9:00 a.m. or at 7:00 p.m. on an alternating basis depending on the previous meeting's start time.~~ Meeting times shall be held at 9:00 a.m. for two consecutive months, and at 7:00 p.m. on the third month. Meetings may be changed by a majority vote of the Executive Board, provided that notice to the membership is posted at least ten (10) days prior to either the original meeting date or the re-scheduled meeting date, whichever is first.

### **Section 2: SPECIAL MEETINGS**

Special meetings may be called by a majority vote of the Executive Board or by petition of thirty percent (30%) of the members in good standing.

All members in good standing shall be notified by posting of such special meeting at least ten (10) days prior to the same. The notice shall state the business to be considered at said meeting and no business other than that which was posted shall be in order at such meeting.

### **Section 3: QUORUM**

The quorum for any meeting of this Local, either regular or special shall be ten percent (10%) of the members in good standing.

### **Section 4: RIGHTS OF MEMBERS**

Every member in good standing, except those members whose attendance would be excluded by law, shall have the right to attend and participate in any general membership meeting in accordance with the parliamentary procedures adopted by this Local. Members shall conduct themselves in such a manner so as not to interfere with the legal or contractual obligations of either the International or this Local.

### **Section 5: RULES FOR MEETINGS**

The parliamentary procedures contained in Robert's Rules of Order shall govern the meetings of this Local in all cases not in conflict with this Constitution and By-laws, the Constitution and By-laws of the International, or binding interpretations of these documents.

### **Section 6: AGENDA**

At least ten (10) days prior to the regular monthly meeting, ~~a written~~ an Agenda shall be posted, that outlines the ~~subjects~~ topics to be addressed. The Executive Board must make every reasonable effort to ensure that the agenda accurately reflects all business of the Local that is expected, at time of posting, to be discussed or acted upon at the meeting.

## **ARTICLE V: OFFICERS AND ELECTIONS OF LOCAL**

### **Section 1: EXECUTIVE BOARD**

The officers of this Local shall consist of a President, Vice President, Secretary, Treasurer, and four (4) Trustees (Seats A, B, C, and D). These officers shall hold office for two (2) years or until the election and installation of their successors, whichever occurs first.

Members of the Executive Board may be removed from office in accordance with the International's Constitution and By-Laws and/or this Local's Constitution and By-Laws.

No member shall hold more than one office at the same time.

### **Section 2: ELIGIBILITY FOR OFFICE**

Only Active Members and Retired Active Members in good standing shall be eligible to be a candidate for office in this Local.

### **Section 3: RIGHTS OF CANDIDATES**

Every candidate for office shall have the right to distribute campaign literature, by mail or otherwise, to all members in good standing at the candidate's own personal expense.

There shall be no discrimination in favor of, or against any candidate with regard to the use of membership lists.

### **Section 4: USE OF FUNDS PROHIBITED IN ELECTIONS**

No funds received by this Local through initiation fees, dues, assessments, or otherwise, shall be contributed or applied to promote the candidacy of any person in election of Local officers. This section does not prevent the expenditure from Local funds for notices, factual statements of issues and other necessary expenses to conduct elections so long as they do not involve promotion of any candidate.

### **Section 5: METHOD OF NOMINATION AND ELECTION**

All elections will be held in accordance with **Article XIII: Balloting**.

Each member in good standing shall be given at least fifteen (15) days advance notice, ~~in writing, of the date, time and place at which nominations shall be made, and at least fifteen (15) days' advance notice, in writing, sent by U.S. mail to the last known address of the member, of the date, time and place at which elections shall be held. Said notification shall include the date, time, and place at which nominations will occur, as well as the date, time, and place on which the balloting shall occur.~~

Nominations shall be held in the month of October. Any member in good standing may nominate eligible members for office, including themselves. Any member who submits a written request will be nominated by the Executive Board. Any such nomination by the Executive Board will be considered an accommodation only and does not convey any support or endorsement of that candidate.

A candidate may accept nomination for only one office. Said acceptance must be submitted in writing to any Executive Board member no later than 5:00 p.m. on the tenth calendar day following nominations.

If a current member of The Executive Board accepts nomination for another office, such acceptance will be considered an irrevocable resignation from their current office, to be effective no later than one day prior to the start of the term for the new office being sought. Such resignations cannot be rescinded, rejected, or otherwise made ineffective regardless of whether or not the resigning officer reconsiders their candidacy.

When there is only one nominee for a given office, such nominee shall be declared elected upon receipt of a written statement accepting the position.

The candidate receiving a majority of ballots cast shall be declared elected. If no candidate receives a majority of the valid ballots cast, there shall be a run-off election between the two (2) candidates who received the most votes. If the final ballot of any officer election results in a tie between the candidates, the winning candidate for office shall be selected by drawing of lots in the presence of both candidates.

#### **Section 6: DATES OF ELECTIONS AND INAUGURATION**

Elections for officers will be held in November. Terms of office will be for a period of two (2) years and will commence on the following January 1st.

#### **Section 7: ELECTIONS COMMITTEE**

The President shall appoint an Elections Committee which shall be responsible for distributing and tabulating the ballots. In the absence of any conflicts of interest, the Secretary shall chair the Elections Committee.

Each candidate for office shall be entitled to appoint an observer who shall be permitted to witness the manner of distribution and casting of ballots and attend the meetings of the Elections Committee at which the votes are tabulated.

#### **Section 8: STAGGERED TERMS OF OFFICE**

The terms of Union Officers shall be staggered. The President, Treasurer, and two (2) Trustees (~~Seats A and B~~) (~~Seats C & D~~) shall begin their terms in ~~odd~~ even numbered years; the Vice President, Secretary, and two (2) Trustees (~~Seats C and D~~) (~~Seats A & B~~) shall begin their terms in ~~even~~ odd numbered years.

#### **Section 9: BALLOTS PRESERVED**

The ballots and all other records of an election shall be preserved by the Secretary for one year following such election.

### **Section 10: VACANCIES IN OFFICE**

An office may become vacant by reason of death, resignation, or removal of the incumbent. If there are six months or more remaining in the term of office prior to the vacancy, a Special Election shall be held within forty-five (45) days to determine a new officer. Special Elections will be held in accordance with **Article XIII: Balloting**.

If less than six months remain in the term of office prior to the vacancy, then a majority vote by the Executive Board shall determine a successor within thirty (30) days. Notification shall be posted at least fifteen (15) days prior to any votes so that interested members in good standing may submit their names for consideration.

## **ARTICLE VI: DUTIES OF OFFICERS**

### **Section 1: PRESIDENT**

It shall be the duty of the President to preside at meetings of the Local and at the meetings of the Executive Board. He/she shall be the Executive head of the Local. He/she shall be a member ex-officio of all committees. He/she shall appoint such committees as may be provided for in this Constitution and By-laws and such special committees as may be authorized by the Local. He/she shall sign all lawful orders and may sign properly drawn checks. He/she shall enforce strict observance of the Constitution and By-Laws of the International as this document relates to the Local and the Constitution and By-Laws of the Local. He/she shall have general supervision of the activities of the other Officers and Chairman of committees.

The President shall discharge on behalf of the Local such duties as may be imposed upon him/her by applicable laws including the execution and filing of any reports to Federal or State authorities, and he/she shall cause to be maintained by the Local such records as the Law requires to be kept in support of reports filed by it.

The President, by virtue of his office, shall be a delegate of this Local to the Convention of the International and any affiliated organization to which per capita taxes are paid.

The President's net monthly salary shall be 2.25% of the top firefighter's annual salary, excluding longevity steps and assignment pay.



## **Section 2: VICE PRESIDENT**

The Vice President shall assist the President in such manner as the President may determine. In the absence of the President, he/she shall preside at meetings of the Local and of the Executive Board. If the office of President becomes vacant, he/she shall be acting President until the office of President is filled under the provisions of Article 5, Section 10. He shall have general supervision of the activities of the Trustees and assign them duties as he deems necessary. He shall be Chairman of the Grievance Committee.

The Vice President, by virtue of his office, shall be a delegate of this Local to the Convention of the International and any affiliated organization to which per capita taxes are paid, providing the Local is entitled to two or more delegates.

The Vice President's net monthly salary shall be 1.75% of the top firefighter's annual salary, excluding longevity steps and assignment pay.

## **Section 3: SECRETARY**

The Secretary shall have custody of all documents, records, books, and papers belonging to the Local, except as may be otherwise provided by this Constitution and By-laws. He/she shall keep an accurate record of the meetings of the Local and of the Executive Board, of which he shall be Secretary. He shall attest all official documents with his signature and the seal of the Local. He shall conduct the correspondence of the Local promptly. He/she shall be responsible for maintaining the Local's website and bulletin boards. He/she shall maintain the official list of members in good standing, which shall be kept accurately and on a current basis. He/she shall promptly notify the International and any other affiliated organizations approved by the Executive Board of any changes in membership.

He/she shall discharge on behalf of the Local such duties as may be imposed upon him applicable Laws including the execution and filing of any reports to Federal or State authorities, and he shall cause to be maintained by the Local such reports as the Law requires to be kept in support of the records filed by it.

The Secretary shall chair the Community Affairs Committee of the Local. He/she shall be responsible for overseeing the Local's political activities, including Political Committees and Committees of Continuing Existence and any related accounts. Except as otherwise required by applicable State and Municipal authorities, he/she shall file all reports and documentation relating to the political activities of the Local. He/she shall be responsible for developing and overseeing a structured public relations/community outreach program for the Local. He/she shall oversee property management for all real estate holdings of the Local.

The Secretary's net monthly salary shall be 1.5% of top fire fighter's annual salary, excluding longevity steps and assignment pay.

#### **Section 4: TREASURER**

The Treasurer shall be responsible for all money due the Local from whatsoever source, and shall disburse the same in conformity with this Constitution and By-laws and the needs of this Local, as approved or directed by the Executive Board. Even though individual committees may be authorized to operate financial accounts independent of the General Fund, the Treasurer shall oversee and remain ultimately responsible for any such operations.

He/she shall maintain and keep current a record of members with their dues payments, assessments and all financial transactions promptly and accurately entered. He/she shall be prepared to exhibit receipts and vouchers upon the audit of his/her books. He/she shall forward the annual audit of the Local to the International General Secretary-Treasurer, over the seal of the Local, in conformity with the requirements of the International.

He/she shall be treasurer of any Political Committees or Committees of Continuing Existence that may be operated by the Local.

He/she shall be the Local's finance/records administrator of all authorized insurance programs.

The Treasurer's net monthly salary shall be 1.5% of top fire fighter's annual salary, excluding longevity steps and assignment pay.

#### **Section 5: TRUSTEES**

It shall be the duty of the Trustees to assist the Vice President in whatever duties he deems necessary. Three or more Trustees shall, together with the Vice President, serve on the Grievance Committee. Though not required, Trustees may serve on any other boards and/or committees of this Local at the discretion of the President.

Each Trustee's net monthly salary shall be 0.375 % of top fire fighter's annual salary, excluding longevity steps and assignment pay.

#### **Section 6: STEWARDS**

A Union Representative for the IAFF who acts as a local, on-the-ground liaison for Firefighters on a specific shift, handling workplace issues, communicating with Union Leadership, ensuring contract compliance, (like shift-trades or overtime) and serving as a point person for grievances or concerns like harassment, providing direct support and leadership for their fellow crew members.

#### **Section 6 7: EXECUTIVE BOARD**

It shall be the duty of the President, Vice President, Secretary, Treasurer, and Trustees to exercise general supervision and control of the invested funds and property of the Local. It shall have the authority to act in the name of the Local for the well-being of its membership. It shall provide for an annual review of the Treasurer's books and periodic audits in accordance with **Article X**. It shall meet at the call of the President or Secretary or on a call signed by a majority of its members. A majority shall constitute a quorum.

### **Section 7 8: CELL-PHONE REIMBURSEMENT**

Principle Officers of this Local shall receive a monthly cell-phone reimbursement to offset the cost of conducting Union business. The following reimbursement schedule will apply:

- President and Vice President: \$100.00 per month
- Treasurer and Secretary: \$75.00 per month

### **Section 8 9: BONDING**

All officers and employees of the Local who handle funds or property of the Local shall be bonded in such amounts as may be required by the Executive Board and the International General Secretary-Treasurer, in compliance with applicable law. The expense of the first \$5,000 of Bond shall be borne by the International. If additional bond is necessary, the Local shall pay the additional premium. The Local shall have sufficient bond to cover at least ten (10%) percent of its current liquid assets.

## **ARTICLE VII: DELEGATES AND ALTERNATES TO INTERNATIONAL AND STATE CONVENTIONS**

### **Section 1: ELIGIBILITY**

Only members of the Executive Board shall be eligible for nomination as delegates or alternates to International or State Conventions by virtue of election to local office, unless an emergency is declared by the Local President.

In such case, consideration for nomination and election shall be given in the following order: 1) current Executive Board members; 2) past Executive Board members; 3) general membership. In the event that the Local is to be represented by general members, only delegates and not alternates shall attend.

### **Section 2: DELEGATES AND ALTERNATES**

In accordance with Article IV, Section 2 of the International Constitution and By-Laws, this Local is entitled to Delegates and Alternates who shall be elected by secret ballot of members in good standing.

In accordance with Article IV, Section 1 of the Professional Fire Fighters of Florida Constitution and By-laws, this Local is entitled to Delegates and Alternates who shall be elected by secret ballot of the members in good standing.

### **Section 3: ELECTION**

Delegates and alternates shall be elected by secret ballot of the members in good standing at a regular monthly meeting scheduled at least thirty (30) days prior to the commencement of the appropriate convention. This election shall be exempt from the provisions of **Article XIII: BALLOTING** and shall instead be conducted in accordance with rules established by the

Elections Committee and approved by the Executive Board. In the event that no quorum is achieved at this meeting, a Special Election shall be held with the participation of those members in attendance in order to determine the Local's representatives. The Executive Board shall nominate eligible members.

## **ARTICLE VIII: INITIATION FEES, DUES AND ASSESSMENT**

### **Section 1: INITIATION FEES**

Initiation fees are twenty dollars (\$20.00) and shall be paid in accordance with Article 8 of the International's Constitution and By-Laws.

### **Section 2: DUES**

Monthly membership dues shall equal 1.1% of top firefighter's annual salary, excluding incentive pay and assignment pay, plus the current combined monthly per capita taxes of the International, the Florida Professional Firefighters, and the Broward County Council of Professional Fire Fighters.

Full monthly membership dues and assessments must be paid by Active Members and Retired Active Members in order to remain in good standing. Retirees are only required to pay one-half the monthly per capita tax of the International.

### **Section 3: ASSESSMENTS**

Assessment voting will be conducted in accordance with **Article XIII: Balloting**. Additionally, assessment votes shall be posted in writing at least thirty (30) days in advance of the dates on which the referendum vote for an assessment will occur. An assessment shall require a majority vote to pass and will become effective when the results of the referendum are certified by the Executive Board.

### **Section 4: REINSTATEMENT**

Reinstatement fees of \$50.00 shall be mandatory. In addition, all unpaid dues and assessments for the preceding period of one (1) year shall be paid unless waived by a majority vote of the Executive Board.

### **Section 5: INCREASES**

Increases in rates of initiation fees, reinstatement fees or dues shall require notice of such proposed increase to be posted in writing at least (30) days in advance of the date on which the vote for such increase is to occur. The voting for such increase will be conducted in accordance with **Article XIII: Balloting** and will become effective immediately with a majority vote.

## **ARTICLE IX: MISCONDUCT, TRIALS, AND APPEALS**

### **Section 1: CHARGES**

Any member charged with misconduct as defined in Article XV of the International's Constitution and By-laws shall be served with written specific charges as required in Article XVI of the Association Constitution and be given a reasonable time to prepare his/her defense and afford a hearing as provided in Article XVII of the International Constitution.

### **Section 2: APPEALS**

Appeals may be made in accordance with Article XVIII of the International's Constitution and By-Laws. Such appeals must be filed with the International General President within thirty (30) days of the date of the order or decision from which appeal is taken.

## **ARTICLE X: AUDIT**

The books and accounts of this Local shall be audited annually with an extensive audit done at least once every three years and upon any change in the member holding the office of Treasurer. The last such report of audit shall be forwarded to the International's General Secretary-Treasurer over the seal of the Local within one hundred and eighty (180) days of the close of the Local's fiscal year, and shall include an accurate accounting of members in good standing.

## **ARTICLE XI: BY-LAW AMENDMENTS**

### **Section 1: AMENDMENTS**

This Constitution and By-Laws may be amended by two-thirds (2/3) majority of a referendum vote conducted in accordance with **Article XIII: Balloting**. Such referendum votes may be initiated by a majority vote of the Executive Board or by a motion passed by simple majority at a regular or special union meeting.

When numerous and/or comprehensive revisions to these By-Laws are being proposed, the Executive Board shall have the ability to organize the proposed revisions into one or more groupings in order to simplify the referendum process. Once organized, the groupings of proposed revisions will be posted for at least fifteen (15) days for review by the membership. Any member may request in writing that the Executive Board remove a proposed revision from its original grouping so that it may be voted on separately and independently. The Executive Board shall accommodate the requests of the membership to the fullest extent that is reasonably possible, provided that doing so does not render a proposed revision meaningless, confusing, or in conflict with one or more other proposed or existing sections of the By-Laws. Once the individual and/or grouped proposals are determined, they shall be offered for ratification or rejection by the membership in accordance with these By-Laws. The purpose of this section is to be an occasional tool to reduce the length and complexity of the balloting process and not in any way to reduce the input, voice, or vote of the membership.

**Section 2: APPROVAL**

Upon approval by referendum vote but prior to printing and/or issuance, all tentative amendments to these Bylaws shall be submitted to the International General President for final approval.

**ARTICLE XII: LEGAL AID****Section 1: UNION-RELATED LEGAL ASSISTANCE**

The Grievance Committee may be requested to provide any member with legal assistance. Any member requesting legal assistance shall meet with the Grievance Committee at a time and place to be determined by the Grievance Committee Chair. Each request shall be heard by the Grievance Committee. The Grievance Committee, after weighing the merits of the individual case, shall make a recommendation to the Executive Board concerning the extent, if any, of the legal assistance to be provided. The Executive Board shall then determine the extent, if any, of the legal assistance to be provided based solely upon what actions best serve the interests of the Local and its members.

**Section 2: APPEAL**

Should the member disagree with the recommendation of the Grievance Committee, he may appeal to the Executive Board. If the member disagrees with the decision of the Executive Board, he/she may request that an appeal be placed on the posted agenda as an item of business at the next regular monthly union meeting or at a Special Union Meeting, with the decision of those members in attendance being final. If no quorum is achieved for the regular monthly union meeting or at a Special Union Meeting, then the decision of the Executive Board shall stand and no further appeals may be made.

## **ARTICLE XIII: BALLOTING**

### **Section 1: SCOPE**

Unless specifically exempted, all voting by this Local shall be done in accordance with this article. Only Active Members and Retired Active Members in good standing shall vote.

### **Section 2: ELIGIBILITY**

Only Active Members in good standing who are also members of the statutorily recognized bargaining unit may vote on matters of collective bargaining. In all other balloting, any Active Member or Retired Active Member is eligible to cast a vote.

### **Section 3: NOTICE**

~~Written~~ Notification of all balloting shall be posted at least fifteen (15) days prior to the dates on which the balloting shall occur. Notification shall include the following: (1) the date, time, and place for off-duty balloting, (2) an outline of what issues are being determined, and (3) a sample ballot. If challenged, improper notification will cause the corresponding balloting results to be disqualified.

### **Section 4: BALLOTING DATES**

Balloting shall occur on three (3) consecutive days, one of which must be a day when the work places of all non-shift employees who are eligible to vote are open for regular business. ~~In addition, off-duty balloting shall occur at an announced date, time, and site.~~

### **Section 5: BALLOT BOX**

Members designated by the President or Secretary will accompany and be responsible for the Ballot Box at the appropriate voting place so that shift personnel and non-shift personnel will be afforded a reasonable opportunity to vote. The member assigned to the Ballot Box cannot participate in discussions of the issues being determined. The Ballot Box will remain securely sealed until its opening is authorized by either the President or the Secretary.

### **Section 6: BALLOTS**

Ballots shall be prepared so that separate subjects and issues will be voted on independently. Modifications to these By-laws that are custodial in nature (i.e. grammar, punctuation, printing structure, etc.) may be approved by the Executive Board and posted for review by the membership, as long as these modifications do not alter the purpose and/or intent of the original language.

### **Section 7: METHOD OF VOTING**

All voting will be done by written, secret ballot; no write-in, absentee, or proxy voting is permitted. Members must sign or initial a corresponding list of names in order to acknowledge their vote. If discrepancies should occur between the number of ballots and signatures, the voting results shall remain valid unless challenged at a Regular Monthly Meeting; members in attendance shall determine the validity of the results.

Ballots will be counted at a time and place authorized by the President or the Secretary. Two or more members must be present and witnesses will be permitted. Only clear and unambiguous votes shall be certified as legal. Ballots and signature lists will be preserved by the Secretary for at least one (1) year following announcement of the results.

### **Section 8: MAJORITY**

Unless otherwise specified in these By-laws, a simple majority of legal votes shall prevail.

## **ARTICLE XIV: DISBURSEMENT OF FUNDS**

### **Section 1: PER DIEM**

In addition to actual expenses, any union member who travels overnight on union business shall be entitled to per diem payments of not less than seventy-five dollars (\$75) per day or in a higher amount as established in Local Policy.

### **Section 2: MILEAGE**

Any member who uses his or her private vehicle for authorized union business shall be reimbursed at the maximum rate permitted by Internal Revenue Service Code; reimbursements shall not exceed the cost of round trip coach air fare.

### **Section 3: AUTHORIZED SPENDING**

The Executive Board shall be authorized to spend the necessary funds from the general account to continue the efficient operation of the Local.

## **ARTICLE XV: POLITICAL FUND**

Due to the City's stringent political contribution requirements, the Hollywood Professional Firefighter's Association Local 1375 will no longer retain a Political Fund.



## **ARTICLE XVI: HEALTH AND WELFARE FUND**

### **Section 1: REVENUES**

The Local shall maintain a Health and Welfare Fund for the benefit of its members. Deposits for the fund shall come from assessment of Members in Good Standing, and any additional revenues approved by the Executive Board.

### **Section 2: EXPENDITURES**

Expenditures from the fund will only be made toward the direct benefit of members of the Local. The established benefit structure shall remain in effect as part of Local Policy unless amended in accordance with **Article XVII**.

### **Section 3: MEMBER BENEFITS**

Upon completion of twenty years of membership in the Local or upon receipt of a disability retirement, members shall be awarded a commemorative ring from the Local. In lieu of the commemorative ring, members may request a comparable gift which will be determined by the Executive Board. Cash payments in lieu of gifts will not be permitted.

Members in good standing who separate from the Local prior to attaining twenty years of membership shall receive a gift as determined by the Executive Board.

## **ARTICLE XVII: LOCAL POLICY**

The Local shall create and abide by a set of Local Policies. These policies may be adopted, amended, and/or rescinded by a majority vote of the members in good standing at two consecutive monthly meetings. The consecutive meetings do not necessarily need to be held in consecutive months as long as no official meeting has been conducted in between.

Any changes proposed and tentatively approved at an initial monthly meeting must be included in subsequent posted agendas until the next monthly meeting is officially held. Any proposal receiving a second approval by the members in good standing will become effective immediately.