

# CONSTITUTION AND BY-LAWS OF LOCAL 29 AS CORRECTED BY THE INTERNATIONAL AND APPROVED BY THE MEMBERSHIP IN SECRET BALLOT.

## Article 1 Name

**Section 1.** This organization shall be known as the Spokane Fire Fighters Union Local 29 of the International Association of Fire Fighters. The local will consist of the following bargaining units:

- Spokane Fire Fighters
- Spokane Area Fire Officers (SAFO)
- Spokane International Airport Fire Fighters (SIA)

**Section 2.** References in this Constitution and By-Laws to Local or Local Union shall refer to the Local as set forth in Section 1 above, and references to "International" shall refer to the IAFF or the International Association of Fire Fighters.

**Section 3.** 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 interpretations rendered by the International General President, the Resolutions, decisions and directives of the Executive Board or officers of the International Association of Fire Fighters when made in conformity with the authority granted by the Constitution and By-laws of the International Association of Fire Fighters and the Resolutions adopted and policies established by the delegates at the Convention.

**Section 4.** Article XIII of the Constitution and By-laws of the Association is recognized providing the basic rules governing this Local.

## Article 2 Objectives

**Section 1.** The objectives of this Local shall be the fostering and encouragement of a higher degree of skill and efficiency in the fire service, the cultivation of friendship and fellowship among its members; also the maintenance of proper remuneration for duty performed and the evaluation and improvement of the moral, intellectual, social, economic, health, and safety conditions of its members. Religious beliefs of all sects and denominations shall be respected by this organization. No discussion advocating or attacking the creed, doctrines, or form of worship peculiar to anybody or believers shall be permitted at any Local activity.

## Article 3 Jurisdiction

**Section 1.** The jurisdiction of the Local shall be as follows: all paid employees engaged in firefighting, emergency medical or rescue service activities, or related services approved by Local 29.

## **Article 4**

### **Membership**

**Section 1. ACTIVE:** Any person of good moral character who at the time of making application is engaged in services within the jurisdiction of this Local shall be eligible for membership. Anyone eligible for membership in the Association shall not be refused membership or upon acceptance, be discriminated against because of age, race, color, religion, creed, national origin, sex, gender identity, or expression, sexual orientation, marital or family status, by reason of disability, or status as a military veteran.

**Section 2.** The new members, before being admitted to full membership shall subscribe to the following affirmation. The oath to be administered to all candidates shall be as prescribed in the "Manual of Common Procedure International Association of Fire Fighters, AFL-CIO."

**Section 3. REINSTATEMENT.** A member may be reinstated into the local after paying all back dues and assessments owed since time of hire or during their period of non-membership. Ten dollars (\$10.00) of this amount shall be submitted to the IAFF

**Section 4. MAINTENANCE OF GOOD STANDING:** Membership in good standing includes any person who has fulfilled the requirements for membership in this Local Union 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 or the Constitution and By-laws of this Local. Members who fail to pay their dues or assessments by the fifteenth (15<sup>th</sup>) day following the month such dues are payable, shall be notified by the Treasurer that they are delinquent and will automatically be suspended and lose their good standing if payment is not made within sixty (60) days following such notification. Only members in good standing are entitled to voice and vote on the affairs of the Local, and may attend the meetings or functions of the Local. All representation given by the local and costs incurred while representing a non-member shall be the responsibility of the non-member

**Section 5. RETENTION OF MEMBERSHIP UPON SEPARATION:** When any member in good standing becomes separated from the Spokane Fire Department, the Local may allow said member to retain active membership or, in lieu thereof, upon request of said member shall be issued a withdrawal card only to those members who leave Spokane Fire Department 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 and that no reinstatement fee shall be charged upon reentry into the organization. Provided however, that a member who is duly elected as an officer of this Local, or International Association of Fire Fighters, or elected or appointed as a representative of or to an affiliated labor organization, shall retain active membership in said Local union; provided further, however, that any active member of a local union or other subordinate body of this local who is inducted into or activated with the armed forces of the United States may continue to be carried as an active member of the Local with payment of dues, assessments or other union charges waived until such member is relieved from active duty with the armed forces. Any active member in good standing who is separated from employment due to a lay-off may continue to be carried as an active member, while remaining on the rehiring list. Such member's per capita shall be waived and the member shall enjoy all rights of active membership except the right to vote in the local union on collective bargaining agreements.

**Section 6. RETIRED MEMBERS:** Members in good standing that retire are eligible to remain on the rolls of the International and Local 29. Retired members shall pay dues to the Local equal to that imposed on the Local by the International. Members who pay dues to the Local at the rate imposed by the International shall be considered active-retiree. Active-retiree members may not vote on labor agreements. Membership of an active-retiree may be revoked as defined by Articles XV through XVIII of the International Constitution and By-Laws.

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**Section 7. PRESIDENT EMERITUS:** The position of President Emeritus of Local 29 is hereby established, such position is to be occupied by David J. West immediately upon and concurrently with the effective date of his retirement as President of Spokane Fire Fighters Union Local 29. This position shall carry with it ex-officio lifetime membership in Spokane Fire Fighters Union Local 29 IAFF. All dues and per capita shall be remitted to the IAFF by Local 29. All active or active-retired per capita shall be remitted to the IAFF by Local 29. This position shall also carry with it the duty on the part of the President Emeritus to advise and consult the Executive Board upon request when such service is desired in the best interests of Local 29.

The position of President Emeritus is also established for former Local 29 President Gregory J. Borg, which shall carry with it an ex-officio lifetime membership in Spokane Fire Fighters Union Local 29.. All dues and per capita shall be paid by Local 29. This position shall carry with it the obligation to advise and consult with, upon request, the Executive Board when his services are desired in the best interest of Local 29.

**Section 8. VICE PRESIDENT EMERITUS:** The position of Vice President Emeritus of Local 29 is hereby established; such position is to be occupied by Ken Snider immediately upon and concurrently with the effective day of his retirement from the Spokane Fire Department. All active or active-retired per capita shall be remitted to the IAFF by Local 29. This position shall carry with it ex-officio lifetime membership in the Spokane Fire Fighters Union, Local 29, IAFF. All dues and per capita shall be remitted to the IAFF by Local 29. This position shall also carry with it the duty on the part of the Vice President Emeritus to advise and consult with the Executive Board upon request when such service is desired in the best interests of Local 29.

**Section 9. SECRETARY-TREASURER EMERITUS:** The position of Secretary-Treasurer Emeritus of Local 29 is hereby established, such position is to be occupied by Ted L. Rail immediately upon and concurrently with the effective date of his retirement as Secretary-Treasurer of Spokane Fire Fighters Union Local 29. All active or active-retired per capita shall be remitted to the IAFF by Local 29. This position shall carry with it ex-officio lifetime membership in the Spokane Fire Fighters Union Local 29, IAFF. All dues and per capita shall be remitted by Local 29. This position shall also carry with it the duty on the part of the Secretary-Treasurer Emeritus to advise and consult with the Executive Board upon request when such service is desired in the best interests of Local 29.

The position of Secretary-Treasurer Emeritus is also established for former Local 29 Secretary-Treasurer Howard Vietzke and Gary Brown All active or active-retired per capita shall be remitted to the IAFF by Local 29. This position shall carry with it an ex-officio lifetime membership in Spokane Fire Fighters Union Local 29. All dues and per capita shall be paid by Local 29. This position shall carry with it the obligation to advise and consult with, upon request, the Executive Board when his services are desired in the best interest of Local 29.

**Section 10. SECRETARY EMERITUS:** The position of Secretary Emeritus of Local 29 is hereby established. All active or active-retired per capita shall be remitted to the IAFF by Local 29. This position shall carry with it ex-officio lifetime membership in the Spokane Fire Fighters Union Local 29, IAFF. All dues and per capita shall be remitted by Local 29. This position shall also carry with it the duty on the part of the Secretary Emeritus to advise and consult with the Executive Board upon request when such service is desired in the best interests of Local 29.

**Section 11. TREASURER EMERITUS:** The position of Treasurer Emeritus of Local 29 is hereby established. All active or active-retired per capita shall be remitted to the IAFF by Local 29. This position shall carry with it ex-officio lifetime membership in the Spokane Fire Fighters Union Local 29, IAFF. All dues and per capita shall be remitted by Local 29. This position shall also carry with it the duty on the part of the Treasurer Emeritus to advise and consult with the Executive Board upon request when such service is desired in the best interests of Local 29.

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**Section 12. HONORARY:** For meritorious services to this Local or distinguished public service, persons may be elected honorary membership by majority vote. Honorary members shall not pay initiation fees, dues, or other charges and shall have no voice or vote in this Local. Such membership may be revoked for cause.

## **ARTICLE 5**

### **Meetings**

**Section 1.** Meetings of this Local shall be held on the second Tuesday of each month, the time and place to be designated by this Local.

**Section 2.** Special meetings may be called at the President's discretion, or shall be called by the President upon written request of seven (7) members in good standing, representing at least four (4) stations. No business, except that for which the meeting has been called, can be transacted. There shall be at least seven (7) days of notice of such a meeting, in writing, through normal Local 29 communications.

**Section 3. QUORUM:** Seven (7) member representing at least four (4) stations or work groups shall constitute a Quorum. Work groups include (prevention, training, SIU, relief, etc)

**Section 4.** Every member in good standing shall have the right to attend any meeting and to participate in such meetings in accordance with the recognized rules as set forth in the manual of Parliamentary Procedure adopted by this Local. Members shall conduct themselves in such manner as not to interfere with the legal or contractual obligations of the International or of this Local.

**Section 5.** The Rules contained in "Roberts rules for meetings and the "Standing Rules" of Local 29 shall govern the meetings of the Local in all cases not in conflict with this Constitution and By-laws of the International Association of Fire Fighters or interpretations of these documents.

**Section 6.** Bargaining units within the local will hold meetings as needed. The Vice President of the unit, or 3 members from the unit, may request a meeting in writing to the President. The President (or designee) will attend. Minutes of the meeting will be forwarded to the Secretary as soon as practical. Bargaining unit meetings are for matters pertaining the specific unit only, as determined by the President (i.e. contract presentations).

## **ARTICLE 6**

### **Elected Officers**

**Section 1.** The Principal Officers of the Local shall consist of: one (1) President, one (1) Local Vice President, one (1) Secretary, and (1) Treasurer.

**Section 2.** The Executive Board shall consist of: The President, Local Vice President, Secretary, Treasurer and one Executive Board position for each bargaining unit elected by that unit's membership only. This position will have the title of Bargaining Unit Vice President. Each unit will have one additional executive board position for every 50 members of that unit up to 200 members, at which point one executive board position will be added for every 100 members above 200. (ie. 3-50 members = 1 VP; 51 – 100 = 1 VP + 1 E-board member; 101 – 150 = 1 VP + 2 E-board; 151 – 200 = 1 VP + 3 E-board; 201 –300 = 1 VP + 4 E-board; 301 – 400 = 1 VP + 5 E-board.) Additional Executive Board members shall be added at the next regular Local 29 election cycle following an increase in membership. A bargaining units membership shall be based on a 12 month average ending on the August 31st prior to election. Should a reduction in membership occur that would result in a loss of an Executive Board position, the number of available positions would be adjusted at the next scheduled Local 29 Election.

**Section 3.** The Board of Trustees shall consist of: A minimum of Three (3) members. They shall not be Principal Officers or members of the Executive Board. Each bargaining unit will have one Trustee. If there are less than 3 bargaining units, additional Trustees will be elected at large from all members.

**Section 4.** The Grievance Committee shall consist of: The Local Vice President of this Local as Chairperson and a minimum four (4) other members. Each bargaining unit will have one member and the rest will be elected at large from all members.

## **ARTICLE 7**

### **Delegates of the Washington State Council of Firefighters Convention and Delegates to the International Association of Firefighters Convention.**

**Section 1.** The President, Local Vice President, Vice President(s), Secretary, and Treasurer by virtue of election to their respective offices, shall be Delegates to the Washington State Council of Fire Fighters Convention.

**Section 2.** The President, Local Vice President, Secretary, and Treasurer by virtue of election to their respective offices shall be Delegates to the International Association of Fire Fighters Conventions.

**Section 3.** Additional delegates or alternates to the Washington State Council of Fire Fighters Convention, shall be from the Executive Board by virtue of election to their respective offices and appointed by the Executive Board.

**Section 4.** Additional delegates or alternates to the Washington State Council of Fire Fighters Convention, shall be elected by secret ballot of the membership of this local.

**Section 5.** Additional delegates or alternates to the International Association of Fire Fighters Convention shall be elected by secret ballot of the Membership of this Local.

**Section 6.** All members 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.

## **Article 8**

### **Terms of Office**

**Section 1.** Other than the four principal officers and Vice Presidents, who shall hold three-year terms, officers shall hold office for two years, unless removed for cause, or until their successors are elected and installed. Newly elected officers shall be installed at the regular union meeting in January. Terms of office shall be staggered in the following manner:

- A) The terms of office for the President, Local Vice President, Secretary, and Treasurer (four principal officers) shall be three (3) years. The elections shall be staggered in such manner as to preclude the President and Local Vice President or the Secretary and Treasurer from having their term of office expiring at the same time.
- B) Vice Presidents shall hold 3 year terms and shall be staggered to prevent their terms of office from expiring at the same time.
- C) Terms of the Trustees, Grievance Committee, Executive Board shall be staggered to have the most even amount expiring each year.

**Section 2.** All members 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.

**Section 3.** Any member in good standing may nominate eligible members for office. If the position is for a Bargaining Unit specific position, the member must be in that Unit. Elections shall be by secret ballot, conducted as a referendum vote in a method selected by the President. If the election is conducted by mail, the ballots must be mailed to the members no later than 15 days before the date they must be mailed back in order to be counted. Write-in votes shall not be permitted. Elections for delegates or alternates to the IAFF Convention shall not be conducted by electronic voting. Electronic balloting shall be open for 12 days. The initial voting shall conclude on the Monday before the November Union meeting.

- A) Elections for a single position: Where there are more than two (2) candidates and there is no majority, the two (2) candidates receiving the most votes shall have a run-off election. If there is no majority after the run-off election, there shall be one more runoff election. If there is no majority winner after the second runoff election, the winning candidate for office shall be selected by the drawing of lots in the presence of both candidates. There shall be no voting by proxy in the election of Local officers.
- B) Elections for multiple positions (Executive-Board): Where there are more candidates than positions. Elections will be conducted with multiple-winner plurality voting. Each voter is allowed to vote for the number of candidates that are equal to the number of positions up for election, and the winners of the election are the candidates who represent the plurality of voters. For example: there are 3 executive board positions open for election. Five candidates are nominated. All five candidates will appear on the ballot and the top 3 vote getters will be winners and installed as the 3 executive board members.

C) Electronic voting on any matter requiring a secret ballot vote taken by this Local must comply with the following:

- Access code (and dial-in information) and voting instructions must be mailed out with sufficient time for members to request a replacement before the vote.
- Locals must have written policies on voter requests for a replacement access code and voting instructions and for challenging and resolving voter eligibility prior to the vote
- The electronic voting system must not generate any hidden markers that would link a voter to their ballot.
- Any objections to eligibility must be lodged and resolved by the election committee (or committee overseeing the vote) prior to the vote.
- Once a ballot is submitted electronically, it cannot be changed or voided.
- Entry of the voter's name must not be required in the voting systems login credentialing process.
- The voter's login credentials must not be displayed on the same screen as the voter's ballot or ballot selections.
- Other than the voter, nobody – including the union and election vendor – can have access to components of the login credentials (e.g., email address, telephone number, PIN, member identification number) required by the voting system to access the voter's ballot voting credentials must be randomly assigned to each eligible voter.
- The electronic voting system must:
  1. Use a secure platform with industry standard safeguards to prevent unauthorized access or malware attacks;
  2. Use encryption technology that obscures the ballot elections before they are sent to the Local union, the platform and/or the vendor's server;
  3. Use hash chains on the activity logs and the electronic ballot box;
  4. Be periodically audited by an independent party and the vendor has a written security policy for all systems that come into contact with the voter or vote information; and
  5. Provide for the ability for voters to vote by telephone as an alternative.
- The vendor shall provide the union with a digital and paper copy of the count and/or tabulation results at the conclusion of the election and must retain the voting system and all digital records (e.g., voting system, credentials, log files, time stamped software codes, tally results) related to the election for at least one year.
- Official observers designated by the candidates in any election conducted with electronic voting must be entitled to view the preparation and mailing of voter access code/dial-in information and instructions, any replacement access code/dial-in information and instructions, and the count and/or tabulation of electronic votes either in person or by video.

**Section 4. RIGHTS OF THE CANDIDATE:** Every candidate for office shall have the right to request distribution of campaign literature, by mail or otherwise, to all members in good standing, at the candidate's own personal expense. If this request is granted by the Local, other candidates for office shall receive the same privilege. A candidate for office includes a candidate for membership on the Executive Board or similar governing body. There shall be no discrimination for or against any candidate with regard to the use of membership lists.

**Section 5. USE OF FUNDS PROHIBITED IN ELECTIONS:** No funds received by this Local through initiation fees, dues or assessments or otherwise shall be contributed or applied to promote the candidacy of any person in election of officers of Local 29. This section does not prevent the expenditure from Union funds for notices, factual statements of issues and any other necessary expense to conduct elections, so long as they do not involve promotion of any candidate.

**Sections 6.** The President shall appoint an Election Chairperson, who shall be responsible for distribution and tabulating the ballot. Each candidate for office shall be entitled to appoint one observer, who shall be permitted to witness the manner of distribution and casting of ballots and may attend meetings of the Election Committee at which the votes are tabulated.

**Section 7.** The election chairperson will be removed from the chair if that person is a candidate in the current election. The President will then appoint a temporary chairperson for said election.

**Section 8.** The ballots and all other records of election of Officers shall be preserved by the Secretary for two (2) years.

**Section 9.** For any bargaining unit above 50 members, all vacancies in office which occur during an unexpired term shall be filled through appointment by the Executive Board. For all bargaining units with up to 50 members, all vacancies in office which occur during the unexpired term shall be filled by referendum vote of that bargaining unit.

**Section 10.** The members of this Local in all of their affairs shall have recourse to the initiative, referendum, recall, and imperative mandate. A referendum vote may be called by a majority vote at any one Union meeting. Such motions shall be reviewed at two (2) Regular Union meetings. Referendum elections shall be completed within 30 days following the second meeting. Notice of said referendum shall be advertised through normal Local 29 communications. The Executive Board of this Local, in all of its affairs, may refer matters to a referendum vote of the membership, as deemed necessary, through a majority vote of the Board.

## **ARTICLE 9 DUTIES OF OFFICERS**

**Section 1. PRESIDENT:** It shall be the duty of the President to preside at all meetings of the Local and at meetings of the Executive Board. The President shall be the Executive Board Head of the Local, and shall be a matter ex-officio of all committees. The President 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. The President 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 and shall have general supervision of the activities of the other officers and Chairpersons of the committees. The president shall be a member of the Negotiating Team(s) and a Civil Service Representative. The President (or designee) will attend all bargaining unit meetings. The President shall discharge on behalf of the Local such duties as may be imposed upon that office by applicable law, Federal and State authorities, and shall cause to be maintained by the Local such records as the law requires to be kept in support of reports filed by it. (\*\*)



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**Section 2. LOCAL VICE PRESIDENT:** The Local Vice President shall assist the President in such a manner as the President may determine. In the absence of the President, the Local Vice President shall preside at meetings of the Local and the Executive Board. The Local Vice President shall be a member of the Negotiating Team(s) and Civil Service and shall be Chairperson of the Grievance committee, and Chairperson of the Health and Safety Committee. If the office of the President becomes vacant, the Local Vice President shall serve as acting President until the office of President is filled by appointment by the Executive Board. (\*\*)

**Section 3. SECRETARY:** The Secretary shall have custody of all documents, records, and papers belonging to the Local, except as otherwise provided by this Constitution and By-laws. The Secretary shall keep an accurate record of the meetings of the Local and the Executive Board. The Secretary shall conduct the correspondence of the Local. The Secretary shall be a member of the Negotiating Team and Civil Service Representative. The Secretary shall discharge, on behalf of the Local, such duties as may be imposed upon the office by applicable law, including the execution and filing of any reports to the Federal or State authorities, and shall cause to be maintained by the Local such records as the law requires to be kept in support of reports filed by it. (\*\*)

**Section 4. TREASURER:** The Treasurer shall maintain the official list of members in good standing, which shall be kept accurately and on a current basis. The Treasurer shall receive all moneys due the Local, from whatever source, and shall disburse the same only by voucher. The Treasurer shall maintain and keep current, a record of members with their dues, payments, assessments, and financial transactions promptly and accurately entered, shall be prepared to exhibit receipts and checks upon the audit of the books and shall forward the annual audit of the Local to the International General Secretary-Treasurer, over the seal of the Local, not later than June 1 of each year. The Treasurer shall be a member of the Negotiating Team and attend the city's finance committees. The Treasurer shall discharge, on behalf of the Local, such duties as may be imposed upon the office by applicable law, including the execution and filing of any reports to the Federal or State authorities, and 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 Treasurer shall submit for Executive Board approval a balanced budget for the next fiscal year not later than the regularly scheduled November Executive Board meeting. (\*\*)

(\*\*) NOTE: The President, Local Vice President, Secretary, and Treasurer shall each be reimbursed for their time and actions as the Principal Officers with a salary of 33.5% of top step fire fighter.

**Section 5. VICE PRESIDENT(S):** Vice President shall attend all bargaining unit meetings and be the unit's representation on the Executive Board. The Vice President shall be on their bargaining units negotiating team. The Vice President shall attend labor management meetings for their unit, or other meetings specific to that unit as deemed necessary by the President.

**Section 6. EXECUTIVE BOARD:** The Executive Board shall conduct the business of Local 29 between Union Meetings. The Executive Board shall meet a minimum of once a month, normally the day of, but prior to, the regularly scheduled Union Meeting. A special meeting of the Executive Board may be called for by the President or a majority of the Executive Board Members.

**Section 7. TRUSTEES:** The duties of the Trustees shall be to audit all accounts, books and records of this Local twice yearly or when called upon to do so by this Local. They shall also be advisors to the Principal Officers and Executive Board.

**Section 8. GRIEVANCE COMMITTEE:** The duties of the Grievance Committee shall be to follow the proper grievance procedure as required by the Collective Bargaining Agreement between the City of Spokane and Local 29 of the International Association of Fire Fighters.

**Section 9. BONDING OF OFFICERS AND EMPLOYEES:** 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 Board of Trustees and the International General Secretary-Treasurer, in compliance with applicable law. The expense of the first \$5,000.00 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 10 MISCONDUCT**

**Section 1.** Any member charged with misconduct as defined in Article XV of the International Association of Fire Fighters Constitution and By-laws, shall be served with written specific charges as required in Article XVI of the same Constitution and By-laws and be given a reasonable time to prepare a defense and afforded a hearing as provided in Article XVII of the International Association of Fire Fighters Constitution and By-laws.

**Section 2.** Appeals may be in accordance with Article XVIII of the International Association of Fire Fighters Constitution and By-laws. Such appeal must be filed with the General President of the International Association of Fire Fighters within thirty (30) days of the action to be appealed.

## **ARTICLE 11 DUES AND FEES**

**Section 1.** Initiation fees shall be paid in the amount of \$10.00 as required by the International Association of Fire Fighters Constitution and By-laws, ARTICLE 8, Section 3.

**Section 2.** Dues shall be 1.13% of a Top Step Fire Fighter's salary (without longevity) plus IAFF per capita plus WSCFF per capita for all members.

**Section 3.** Assessments may be made for the good and welfare of the Local, and shall be made only in the following manner: each member in good standing shall be notified through normal Local 29 communications at least thirty (30) days in advance of the date on which the vote for assessment is to occur. The proposed assessment shall become effective upon a majority vote of the members voting by secret ballot.

**Section 4.** All proposed assessments, increase in dues, initiation fees and reinstatement fees shall be conducted by a referendum secret ballot of a majority of the members voting. There shall be a 30 day notice sent through normal Local 29 communications before the referendum vote shall occur.

**Section 5.** Reinstatement fees shall be the full amount of dues and assessment that have accumulated while a member was held in suspension or delinquent. Ten dollars (\$10.00) of this amount shall be submitted to the IAFF.

## **ARTICLE 12 REIMBURSEMENT**

**Section 1.** Members shall be provided funds to cover expenses due to travel or attendance at Union related Conventions, Conference, Seminars or Meetings and to purchase time off as needed to attend such functions. They shall be compensated using guidelines set forth by the Executive Board of Local 29.

## **ARTICLE 13 AMENDMENTS**

**Section 1.** In accordance with Article 8 Section 10 of the Spokane Fire Fighters Union Local 29 Constitution, this Constitution and the By-laws made under its provisions, may be amended by a two- thirds (2/3) referendum vote.

**Section 2.** A proposed amendment to this Constitution, or any By-laws made under its provisions, shall be submitted for approval to the General President of the International Association of Fire Fighters prior to its printing, or issuance, after it has first been adopted by the membership.

## **ARTICLE 14 COMBINING LOCALS (Bargaining Units)**

**Section 1.** (Combining Locals) Local 29 may combine with other Locals, if need arises. The intent is to strengthen all Bargaining Units involved through cooperative effort and solidarity. Combining Locals will require a simple majority of Local 29, member Bargaining Units and the Local to be added to L29. All forms and paperwork will be filed with the International Association of Fire Fighters by the Secretary of L29. The added bargaining unit will then be designated as a separate bargaining unit(s) under L29.

1. Any mergers must have the approval of the IAFF 7th District Vice President and the IAFF Executive Board before being finalized.

**Section 2.** (Finances) The Local 29 Treasurer will collect all fees, dues, and payments from each bargaining unit, as per capita, on a monthly basis.

**Section 3.** (Combining Departments) In the event of a combination of departments, the following rules will apply:

1. The appropriate Bargaining Units will be combined.
2. All committees and officers will combine with current membership from both locals. Positions will be eliminated by attrition. When vacancies occur, they will be filled as outlined in Section 8.
3. All interlocal agreements that have been approved by both locals and the IAFF 7th District Vice President will be adhered to in accordance with all terms and conditions set forth. If any part is not followed by the government agencies, both locals will use any legal means to force compliance, unless both executive boards agree to a solution.

## **ARTICLE 15**

### **Limits of Bargaining and Negotiations**

**Section 1.** At no time shall the Local, whether in bargaining or representing a member during discipline, agree to any language that would eliminate a member's grievance or civil service rights.

### **STANDING RULES**

1. The presiding officer shall have the right to call a recess of not more than 15 minutes, when in the officer's judgment, such a recess is needed. Only one such recess may be called during a meeting.
2. The motion "to reconsider and have entered on the minutes" shall not be in order during any meeting of this Local.
3. The motion "to reconsider" is a main motion and without priority and must be made only when no other main motion is before the meeting.
4. Debate will be limited to 5 minutes

### **RULES OF ORDER**

As stated in ARTICLE 5, Section 5 of the Constitution and By-laws of Local 29, all meetings shall be governed by Roberts Rules for Meetings and the above stated "STANDING RULES". The Union shall have the power to declare further rules of order, which will tend to increase the decorum and dignity of the meetings.