

# WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION



**CONSTITUTION AND BY-LAWS**

**ARTICLE I  
NAME, AFFILIATION,  
AND HEADQUARTERS**

**Section 1. Name.**

The name of this organization shall be the Warren County Deputy Sheriff's Benevolent Association. The headquarters of the Association shall be in Warren County, Ohio.

**Section 2. Address and Phone Number.**

The official address of the Association shall be the home address of the elected President. The official phone number of the Association shall be the phone number of the President's Association provided cell phone.

**ARTICLE II  
OBJECTIVES**

**Section 1. Primary Purpose.**

It shall be the purpose of the Association to secure improved wages, medical benefits, hours, working conditions and other advantages for its members through negotiations and collective bargaining, and other lawful methods. Once secured, the Association shall diligently protect those rights.

**Section 2. Political Purpose.**

It shall be a secondary purpose of the Association to be politically involved in local government races. The Association, through legal means, may interview, record, question, and endorse candidates. Any endorsement made will be made by a majority vote of the general membership.

**ARTICLE III  
MEMBERSHIP AND DUES**

**Section 1. Eligibility.**

All full-time employees of the Warren County Sheriff's Office who are members of the Associations collective bargaining units shall be eligible to be members of the Association. The regular membership shall constitute the principal body of the Association. Retired employees of the Warren County Sheriff's Office may also be honorary members of the Association. Honorary members may attend meetings and participate in raffles and other events. Honorary members will not be permitted to speak during open meetings or vote on any issue.

**Section 2. Dues and Initiation Fees.**

There will be no initiation fee into the Association. Dues, assessments, and any fees shall be set up by the Executive Board and ratified by a majority vote of the membership present at a regular or special general meeting of the Association.

**Section 3. Payment of Dues.**

Membership dues shall be payable bi-weekly thru normal payroll deductions. Members with service related / occupational or non occupational disabilities who are no longer receiving wages from the Sheriff's Office shall have their dues waived until they return to work. Honorary members dues shall be waived.

**Section 4. Non-Payment of Dues.**

- A. All members whose dues are paid as per Section III.3 of this Article shall be in good standing. Any member whose dues are not paid as per Section III.3 of this Article shall be automatically suspended.
- B. Members suspended for non-payment of dues or fees shall be denied all benefits and privileges until reinstated by the Executive Board. Before being reinstated to membership, they shall be required to pay a reinstatement fee as set by the Executive Board, in addition to all delinquent dues, fines, and assessments.
- C. The Executive Board shall have complete discretionary power to waive penalties for non-payment of dues in cases of sickness or injury. The exercise by the Executive Board of this power shall not set a past practice requiring the exercise of power in a future case.

**Section 5. Fair Share.**

- A. Fair share members of the Association shall not be entitled to voice or vote in the Association, nor to participate in any of the Association's activities.
- B. If a member of a bargaining unit fails to join the Association, he or she will be assessed his or her fair share cost of negotiation and maintaining the collective bargaining agreement. The Association's Executive Board will determine this amount after an independent auditor has examined the Association's detailed budget for the year. The accounting must designate the amount of funds which are to be clearly used for ideological purposes, and those which are clearly to be used for the cost of negotiating and maintaining the contract, and those which are not clearly in either category. This accounting must also include all funds sent to state or national organizations and affiliates. The Association will then inform the employer to deduct from fair share members the amount equal to all funds not clearly to be used for ideological purposes or for negotiations or administering the collective bargaining agreement, or for pursuing matters directly affecting wages, hours, and other terms and conditions of employment for bargaining unit members. The Association will place in escrow the amount which is not clearly either for ideological purposes or for negotiating the collective bargaining unit agreement. The Association may use the amount which is clearly to be used for negotiating and administering the contract immediately. The amount in escrow can only be used after fair share members have had an opportunity to register their objections by utilizing the appeals process described below.
- C. All fair share members shall be provided with a copy of the budget along with an explanation of the amount of dues to be deducted from their paychecks at their written request. They will also be provided with a copy of the procedures described in this Article whereby they may register their objections to amount described.
- D. A fair share employee will have fifteen (15) days from the date they receive the information described in the Article to inform the Association in writing that they object to the amount being deducted from their wages, and the reasons for these objections. Failure to inform the Association in a timely manner will be considered a waiver of the right to so object.
- E. Upon receipt of this objection, the Association's Executive Board will review the objection and inform the member within thirty (30) days of its decision. If the board agrees with the fair share member, the dues will be adjusted accordingly. If the Board rejects the fair share member's objection, then the fair share member has ten (10) days in which to inform the Board that he or she desires to have the dispute settled by arbitration.
- F. Upon a receipt of a request for arbitration, the Association will request, as soon as possible, a list from the American Arbitration Association of the names of five (5) arbitrators to be submitted to the Association and the fair share member. Within ten (10) days of the receipt of the list, the Association representative will meet with the fair share member and each will alternatively strike names until a single arbitrator is left. The fair share member will start the striking process. The fair share member shall inform the arbitrator of his or her selection and schedule a hearing as soon as possible. The arbitrator will have thirty (30) days from the date of the hearing to render his or her decision. The decision will be final and binding on both parties. One half of the cost of the arbitrator will be borne by the fair share member.
- G. If the arbitrator sustains the objection by the fair share member, the Association will refund to the fair share member the appropriate amount. If the arbitrator rejects the objection and

supports the Association, then the remainder of the fair share member's dues deducted and in escrow may be withdrawn and used by the Association.

## **ARTICLE IV MEETINGS**

### **Section 1. General Membership Meetings.**

General membership meetings shall be held at least quarterly at dates and times as shall be set by the Executive Board. Members of the Association shall be given sufficient notice prior to the date of the meetings. Five (5%) percent of the Association's membership, including officers of the Association, shall constitute the quorum necessary to conduct Association business.

### **Section 2. Executive Board Meetings.**

The Executive Board shall meet on a monthly basis to discuss pending grievances, discipline, and arbitrations. Members who have grievances before the Executive Board for consideration of arbitration shall be provided the date and time of the Executive Board meeting so they have the opportunity to explain to the Executive Board the grievance and why they feel the Executive Board should arbitrate the grievance. At the discretion of the Board, the actual vote may be cast during executive session. These monthly meetings may be cancelled in the event there are no grievances to vote whether to arbitrate.

### **Section 3. Special Meetings.**

Special meetings may be called by the Association's president, the Association's Executive Board, or by a petition filed with the president and signed by ten (10%) percent of the members of the Association, and shall be called for specifically listed purposes. Transactions at a special meeting shall be limited to the purposes listed in the call for a special meeting.

### **Section 4. Rules of Order.**

Meetings shall be conducted in an orderly and business like manner.

### **Section 5. Members not in Good Standing.**

Members not in good standing shall be denied attendance at the meetings of the Association.

### **Section 6. Intoxicating Liquors.**

There will be no intoxicating liquors bought by the Association for its members at any meetings. Any member entering the meeting in a state of intoxication shall be ejected from the meeting.

## **ARTICLE V OFFICERS, NOMINATIONS, ELECTIONS, AND CONTRACT RATIFICATION**

### **Section 1. Titles.**

Officers of the Association shall be President, Vice-President, Recording Secretary, Treasurer, Sergeant at Arms, Safety Officer, Sworn Supervisor Trustee, Sworn Trustee, Non-Sworn Unit A Trustee, Non-Sworn Unit B Trustee, and Non-Sworn Unit C Trustee. The above listed will be the order of succession to the presidency. These officers will constitute the Executive Board.

### **Section 2. Board of Directors.**

Although all officers listed in Section V.1 of this Article are Executive Board members, the following five positions will constitute the Board of Directors: President, Vice-President, Recording Secretary, Treasurer, Sergeant at Arms. The Board of Directors shall be responsible for

the day-to-day operations of the Association, in addition to serving on the Executive Board of the Association.

**Section 3. Terms of Office.**

The term of office for all officers shall be for three (3) years.

**Section 4. Nominations and Elections.**

- A. Nominations for elections shall be made during the month of November at a general membership meeting of the Association. Only members in good standing who are United States citizens may be nominated, and nominated candidates must accept nominations at the time made, either in person, or, if absent, in writing before the end of the meeting. Candidates may accept nomination for only one (1) office. If a question is raised concerning the eligibility of a candidate, the elections committee shall investigate the eligibility of the candidate. The committee shall report its findings to the Executive Board, which shall have the authority to disqualify any ineligible candidate.
- B. Nominations for the office of President, Vice-President, Recording Secretary, Treasurer, Sergeant at Arms, and Safety Officer may be from members in good standing who are United States citizens from any bargaining unit within the Association. Nominations for the office of Sworn Supervisor Trustee, Sworn Trustee, Non-Sworn Unit A Trustee, Non-Sworn Unit B Trustee, and Non-Sworn Unit C Trustee must be members in good standing who are United States citizens from the respective bargaining unit within the Association.
- C. On all ballots, the names of the candidates for each position shall be listed in alphabetic order.
- D. Elections shall be held during the first two (2) weeks of December. The candidate receiving the most votes cast in an election for an office shall be the winner of the election for that office.
- E. If there is a tie vote for the most votes received, there shall be a runoff election between the candidates receiving the most votes. The runoff election shall be held during the third week in December, and the candidate receiving the most votes cast in the runoff election shall be the winner of the election.
- F. The terms of office of the officers who are elected shall commence on January 1 of the year following their election to office.
- G. The terms of office for the Board of Directors shall expire in 2010 and every three years thereafter. The remaining Executive Board positions shall expire in 2009 and every three (3) years thereafter.

**Section 5. Vacancies in Office.**

Vacancies in office shall be filled for the remainder of the unexpired term by vote of the Executive Board. Only employees who fit the criteria listed in Section V.4.B of the Article may be considered for any vacancy.

**Section 6. Contract Ratification.**

All collective bargaining unit agreements shall be subject to ratification by the general membership by secret ballot. The balloting shall be so conducted as to afford all members a reasonable opportunity to vote. At least three (3) days advance notice shall be given to the membership prior to holding the ratification vote, and the Association shall conduct at least one (1) information meeting prior to the ratification vote.

**Section 7. Procedure for Special Balloting.**

The Executive Board may call special balloting on any issue other than those described above. Special balloting shall be held under the same conditions as indicated in Section 3 V.4 of this Article.

**Section 8. Balloting Challenges.**

In the event any member protests the conduct of balloting or certain ballots, such protest shall be made in writing by registered or certified mail with-in forty-eight (48) hours, setting forth the

exact nature and specifications of the protest and his / her claim as to how the protested practice or ballots affected the outcome of the election. The Executive Board will resolve the protest at its next meeting, and the decision of the Executive Board shall be appealable to the general membership at the next membership meeting. The decision of the general membership on appeal shall be final and binding.

**Section 9. Absentee Ballots.**

Absentee ballots shall be permitted in all balloting and elections except contract ratifications conducted under this Constitution and By-Laws. The Executive Board shall establish the procedures for absentee ballots.

**ARTICLE VI  
DUTIES OF OFFICERS AND EXECUTIVE BOARD**

**Section 1. Duties Common to all Executive Board Members.**

Members of the Executive Board shall perform faithfully not only those duties with which they are specifically charged under the Constitution and By-Laws, but also perform such other duties as ordinarily pertain to their office or such as the Association may from time to time impose.

**Section 2. President.**

- A. The President shall be the Chief Executive Officer and Administrative Officer of the Association, and shall conduct the affairs of the Association in accordance with its Constitution and in accordance with policy decisions of the membership and the Association's Executive Board. The President shall be ex-officio member of all committees, shall issue the call for regular and special meetings, shall preside at general membership meetings, and shall have the right to vote in any general membership or Executive Board decision where the President's vote is necessary to break a tie. The President shall, with the Executive Boards approval, procure suitable offices for the transaction of the Association's business. The President shall, with the Executive Boards approval, engage in such technical and professional services, including legal counsel, labor representative, accounting, and other services as may be required. The President shall report his / her actions at regular or special meetings to the Executive Board.
- B. The responsibilities of the President may not be delegated, but the President may delegate to a member or members the execution of the President's duties, subject to limitations of this Constitution and By-Laws. The President shall have the authority to sign checks and contracts, and other official documents of the Association.
- C. The President, in conjunction with the Vice-President, shall handle all arbitrations, Unfair Labor Practices, and other legal issues of the Association. Generally, the President, in conjunction with the Vice-President, will handle all management relation issues (administrative investigation interviews, discipline matters, safety meetings, grievances, etc); however, members may utilize anyone they wish in discipline matters.
- D. The President shall be a signer on all Association bank accounts and be issued a Debit card.
- E. Should the President elect not to seek reelection, or should the President be defeated for reelection, at the conclusion of the President's term of office the President shall, for a one (1) month period of time assist the newly elected President in execution of the duties and functions of the President. For a period of one (1) year following the conclusion of his / her term of office, the outgoing president shall serve on the Executive Board as the non-voting past president. The President shall be compensated, in the first week of December, the flat sum of \$595.00.

**Section 3. Vice President.**

It shall be the duty of the Vice-President to assist the President in preserving order at meeting, to preside over Executive Board meetings, and to carry out the delegable duties of the President in

the absence of the President or in cases of a vacancy in the Office of President. Furthermore, it will be the responsibility of the Vice-President to oversee any and all recruitment of new employees that have not joined the union. The Vice-President shall be the head of all committees and full authority to appoint and remove members to committees created by the Executive Board. The Vice-President shall report at all general meetings a total of active union members and a list of fair share members of the union. The Vice President shall ensure that members are apprised of the date and time the Executive Board will discuss that employees grievance so that employee may be present as described in Article IV.2 above. The Vice-President shall be a signer on all Association bank accounts and be issued a Debit card. The Vice-President, in conjunction with the President, shall handle all arbitrations, Unfair Labor Practices, and other legal issues of the Association. Generally, the Vice-President, in conjunction with the President, will handle all management relation issues (administrative investigation interviews, discipline matters, safety meetings, grievances, etc); however, members may utilize anyone they wish in discipline matters. The Vice-President shall be compensated, in the first week of December, the flat sum of \$500.00.

**Section 4. Treasurer.**

The Treasurer shall receive and receipt all monies of the Association, and deposit such monies in accounts or investments in the Association's name. The types of funds in which the Association's monies are invested as well as the percentage allocation of the Association's monies among those funds shall be subject to the approval of the Executive Board. Monies so deposited or invested shall be withdrawn only upon written authorization signed by two (2) officers, one (1) of whom shall be the Treasurer, if the Treasurer is available. The Treasurer shall keep an accurate record of receipts and disbursements and shall submit to the Executive Board an annual budget and a quarterly operating statement of the financial transactions of the Association. The Treasurer shall act as the custodian of all properties of the Association. The Treasurer, subject to the approval of the Executive Board, shall engage a certified public accountant to perform an annual independent audit of the Association's books, and the result of the audit shall be reported to the Executive Board. The Treasurer shall be compensated, in the first week of December, the flat sum of \$500.00.

**Section 5. Recording Secretary.**

It shall be the duty of the Recording Secretary to keep a correct and impartial account of the proceedings of each meeting of the Association and of the Executive Board, and to preserve the same at all times ready for inspection by any member of the Association. The Recording Secretary shall post the results of all balloting conducted under this Constitution and By-Laws within twenty-four (24) hours of the conclusion of the balloting. The Recording Secretary shall be compensated, in the first week of December, the flat sum of \$400.00.

**Section 6. Sergeant at Arms.**

It shall be the duty of the Sergeant at Arms to call each general meeting to order, keep the peace at all meetings, and to escort any disruptive member or member not in good standing out of the meeting. The Sergeant at Arms shall be compensated, in the first week of December, the flat sum of \$300.00.

**Section 7. Safety Officer.**

It shall be the duty of the Safety Officer to monitor safety concerns of members and to coordinate safety meetings with management as outlined in the bargaining agreement. There is no compensation for the Safety Officer.

**Section 8. Sworn Supervisor Trustee.**

It shall be the duty of the Sworn Supervisor Trustee to assist members of the sworn supervisor bargaining unit in any issue regarding management / bargaining unit relations (grievances, interviews). There is no compensation for the Sworn Supervisor Trustee.

**Section 9. Sworn Trustee.**

It shall be the duty of the Sworn Trustee to assist members of the sworn bargaining unit in any issue regarding management / bargaining unit relations (grievances, interviews). There is no compensation for the Sworn Trustee.

**Section 10. Non-Sworn Unit A Trustee**

It shall be the duty of the Non-Sworn Unit A Trustee to assist members of the non-sworn unit A bargaining unit in any issue regarding management / bargaining unit relations (grievances, interviews). There is no compensation for the Non-Sworn Unit A Trustee.

**Section 11. Non-Sworn Unit B Trustee**

It shall be the duty of the Non-Sworn Unit B Trustee to assist members of the non-sworn unit B bargaining unit in any issue regarding management / bargaining unit relations (grievances, interviews). There is no compensation for the Non-Sworn Unit B Trustee.

**Section 12. Non-Sworn Unit C Trustee**

It shall be the duty of the Non-Sworn Unit C Trustee to assist members of the non-sworn unit C bargaining unit in any issue regarding management / bargaining unit relations (grievances, interviews). There is no compensation for the Non-Sworn Unit C Trustee.

**Section 13. The Executive Board.**

- A. The Executive Board shall possess all legislative and policy-making authority of the Association except the power to amend the Constitution and By-Laws. The Executive Board shall have the authority to make final and binding interpretations of this Constitution and By-Laws. The Executive Board shall have the authority to make binding interpretations and enter into memoranda of exception or understanding of the collective bargaining agreement, and to create committees. The policies, rulings, and decisions of the Executive Board shall remain in full force and effect unless reversed by the Association by votes at two (2) consecutive special or general membership meetings. The President, as determined by the Executive Board, will remove any Executive Board member who misses three (3) consecutive meetings without an excused absence from the Board.
- B. The Executive Board shall meet at the call of the President or a majority of the members of the Executive Board upon seven (7) days notice unless an emergency situation dictates otherwise. All meetings of the Executive Board shall be open to all members of the Association. Meetings may be closed by a majority vote of the Board. Should the Executive Board elect to hold a closed meeting, access to the minutes of the closed meeting shall thereafter be restricted to the then-current members of the Executive Board at the time access to the minutes is sought. Minutes of closed meetings of the Executive Board may not be removed from the Association office and may not be copied.
- C. At the conclusion of his / her term of office, an Executive Board member shall deliver to his / her successors all records, funds, and properties of the Association entrusted to their care.
- D. A voting quorum shall consist of no less than seven (7) voting members of the Executive Board at a specific and notified meeting.
- E. Members of the Executive Board shall serve the term for which they are elected unless removed for incompetency, neglect of duty, or dishonesty, in accordance with these provisions. If any member in good standing believes that an Executive Board member should be removed from office for incompetency, neglect of duty, or dishonesty, the member must present his / her concerns to the Executive Board. If, in the opinion of the Executive Board, the challenged member should be removed from office, the Executive Board shall present its concerns to the general membership at a special meeting. If the majority of those in attendance agree that there is cause for removal, then the Executive Board member shall be removed from duty.
- F. Any member of the Executive Board may process grievances. Prior to any arbitration, the Executive Board shall consult legal counsel and meet with the grievant to determine an appropriate course of action. It will be the job of the grievant to attend the meeting in which

his / her grievance will be discussed. The grievant must contact an Executive Board member to find out which meeting is appropriate for them to attend. After the meeting, the Executive Board will vote in executive session on whether to arbitrate the grievance. There must be a majority vote by the Executive Board to determine the path of the grievance. The Executive Board shall have the final decision on the outcome of the grievance, subject to appeal to the membership at its next regularly scheduled meeting. Unless mitigating circumstances dictate otherwise, only the President or Vice-President shall handle all arbitrations.

G. The exercise of discretion by the Executive Board in a particular case or cases shall not constitute a past practice or in any way bind the Association to act in an identical or similar manner in the future.

H. The Executive Board shall consist of the officers of the Association. The board members are the President, Vice-President, Recording Secretary, Treasurer, Sergeant at Arms, Safety Officer, Sworn Supervisor Trustee, Sworn Trustee, Non-Sworn Unit A Trustee, Non-Sworn Unit B Trustee, and Non-Sworn Unit C Trustee.

## **ARTICLE VII ASSOCIATION FUNDS**

### **Section 1. Sources of Funds.**

The funds of the Association shall be derived from initiation fees, dues, donations, rents, interest, dividends, fundraisers, and other lawful sources.

### **Section 2. Expenditures.**

The funds of the Association may be expended in furthering the object of this Association, in the assistance of other unions, in proper deposits and investments and for such other purposes as the Constitution and By-Laws provide. No investments over \$1000 shall be made until the same have been investigated and approved by the Executive Board. There will be a limit of \$500 per month that the Executive Board can spend without a vote from the membership. Anything higher than \$500.00 other than attorney bills and arbitrator bills must be put to a majority vote at a general membership meeting.

### **Section 3. Financial Dealings with Association Members.**

No loans shall be authorized to any Association member or employee. Except upon dissolution of the Association, the funds of the Association shall not in any manner be divided among its members.

### **Section 4. Benevolence Expenditures.**

Members in good standing, and their immediate family members (spouses and dependent children) who die due to natural causes, accidental death, or in the line of duty; shall be candidates for recipients of a benevolence expenditure. The Benevolence Committee shall review all candidates and recommend to the Executive Board whether to authorize benevolence expenditures. The benevolence expenditure shall be amount shall be equal to one month's total union dues (all employees monthly union dues total). This expenditure shall be given to the estate of the deceased member, or to the member if the deceased is a family member. Under no conditions will benevolence expenditures be provided if criminal charges or misconduct played a part in the death. Exceptions to this may be made if the deceased was a victim of the criminal act and no one in the members family was the suspect / aggressor.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

**Section 1. Power to Bond Association**

Except to the extent specified in this Constitution and By-Laws, no officer of the Association shall have power to act as agent for or otherwise bind the Association in any way whatsoever. No member or group of members or other persons shall have the power to act on behalf of or otherwise bind the Association except to the extent specifically authorized in writing by the President or by the Executive Board of the Association.

**Section 2. Receipts and Expense Accounts.**

All receipts and other evidence of expenditures on behalf of the Association shall be made available for inspection by any association member eligible to vote in Association elections. Members who wish to review receipts or other evidences of expenditures shall do so in the presence of the President, Vice-President, and the Treasurer.

**Section 3. Surety Bonds and Insurances.**

Any member having authority to sign checks on behalf of the Association or having access to the Associations funds shall be covered by surety bonds or insurance purchased by the Association.

**Section 4. Training Reimbursement.**

Any member attending training approved by the Executive Board, to further the objective of the union, shall be compensated in the amount of \$100.00 per day per-diem. If the member must use vacation or comp time for the training, then that individual will be reimbursed their wages for the training. However, if the training falls within the member's days off, then the member shall be reimbursed \$100.00. No overtime rates will be paid out to any member for training.

**ARTICLE IX  
CONTRIBUTIONS POLICY**

**Section 1. Contributions of Association funds.**

Other than those contributions outlined elsewhere in this document (Benevolence fund); no contributions will be made by the Benevolent Association to any outside party.

**ARTICLE X  
COMMITTEES**

**Section 1. Elections Committee.**

In November of each election year, the President shall appoint a three (3) person election committee from among Association members. The committee shall have charge of the polls during the election. No member of the elections committee may be a candidate for office in the election held that year. The committee shall report the results of the election to the Recording Secretary as soon as the vote is tabulated.

**Section 2. Benevolence Committee.**

The Benevolence Committee shall be a three (3) person committee (Vice President as the chief member) that reviews all benevolence candidates and recommends whether a disbursement should be made. The two-committee members other than the Vice President shall be elected by a majority vote in May of every year. Members of this committee may serve on other committees, and as officers of the Association. The Benevolence Committee shall not have regular scheduled meetings, but called to order as needed.

**Section 3. Fundraiser Committee.**

The Fundraiser Committee shall be a three (3) person committee (Vice President as the chief member) that coordinates and implements fundraisers. The two-committee members other than the Vice President shall be elected by a majority vote in May of every year. Members of this committee may serve on other committees, and as officers of the Association. The Fundraiser Committee shall not have regular scheduled meetings, but called to order as needed.