

**Los Alamos Firefighters' Association**  
*International Association of Fire Fighters Local #3279*  
*Los Alamos, New Mexico U.S.A*



**Constitution, By-Laws  
& Code of Ethics**

# **Member Manual**

**P.O. Box 1164**  
**Los Alamos, New Mexico 87544**



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## **CONSTITUTION AND BY-LAWS**

### **LOS ALAMOS FIREFIGHTERS' ASSOCIATION LOCAL #3279**

#### **\*PREAMBLE\***

Strength through united action, guided by intelligence is the hallmark of trade union organization. Believing such unity is essential for the mutual protection and advancement of the interests and general welfare of fire fighters everywhere, Local #3279 has the following objectives:

To organize fire fighters; to secure just compensation for their services and equitable settlement of their grievances; to promote as safe and healthy working environment for fire fighters as is possible through modern technology; to promote the establishment of just and reasonable working conditions; to place members on a higher plane of skill and efficiency; to promote harmonious relations between fire fighters and our employer; to encourage application to our Local; to promote the research and treatment of burns and job related health problems common to fire fighters; to promote sick and death benefits for fire fighters; to encourage the establishment of schools of instruction for imparting knowledge of modern and improved methods of fire fighting, prevention, emergency medical services, and rescue technology; and to cultivate friendship and fellowship among our Members.

To provide laws for this Local we adopt this *Constitution, By-Laws and Code of Ethics Standards* which shall govern the Officers and Members of this Local in the exercise and their rights and discharge of their duties and obligations in accordance with the high standards of responsibility and conduct therein set forth.

#### **ARTICLE 1: ORGANIZATION**

- **Section 1. Name:** The union name and local number of this organization shall be; *LOS ALAMOS FIREFIGHTERS' ASSOCIATION LOCAL #3279, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.*
- **Section 2. Definitions:** References in this Constitution and By-Laws to "Local Union" or "Local" shall refer to the Local as set forth in *Section 1* above, and references to "I.A.F.F", "Association" or "International" shall refer to the *International Association of Firefighters*. The use of "He" or "His" is not gender specific and shall also infer a female fire fighter. The abbreviation "LAC" shall refer to *Incorporated County of Los Alamos*. The abbreviation "CBA" shall stand for the *Collective Bargaining Agreement*. The abbreviation "FCD" shall signify *Fire Chief's Directives*.
- **Section 3. International Affiliation and Recognition:** This Local is an affiliate of the *International Association of Fire Firefighters (I.A.F.F)*. As mandated by *Article XIV of the International*, this Local is a member of the *New Mexico Professional Fire Fighters Association* and the *New Mexico Federation of Labor AFL-CIO-CLC*.

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 of Fire Fighters (I.A.F.F)*; the interpretations rendered by the International 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 conventions.

*ARTICLE XIII* of the Constitution and By-Laws of the *International Association of Fire Fighters* is recognized as providing the basic rules governing this Local and shall be respectfully recognized forthwith.

- **Section 4. Headquarters:** The Office of Local #3279 shall be located in the County of Los Alamos. The Local Address: P.O. Box 1164 Los Alamos, New Mexico 87544.
- **Section 5. Government:** The Members shall be the supreme authority of this Local. All decisions and actions of the members at regular and special meetings shall be binding upon the Local's Officers and Members. The Members shall have sole authority to make, amend, revise, or modify the laws for this Local except as that authority delegated to the Local Officers, Local Executive Board, or as such laws may be supersede by the International or applicable law.

Local Officers and the Local Executive Board shall execute their powers proficiently and professionally as granted in this Local's Constitution and By-Laws.

It is the obligation and responsibility of every Officer and Member to comply with the provisions of this Constitution and By-Laws and decisions of the Officers and Members in conformity therewith, and they shall refrain from any conduct which interferes with the performance by the Local of their obligations under law, contract or policy, or any conduct which defeats or subverts the lawfully declared and established policies and objectives of the Local, or which may defame it or any of its Officers or Members.

The influence or sympathy of the Local as an organization shall not be enlisted or used in favor of any religious sect. No member of the Local shall discuss any religious matters at Local meetings or criticize the religious beliefs of any other Member.

- **Section 6. Fiscal Year:** The fiscal year of this Local shall begin January first (1<sup>st</sup>) and end December thirty-first (31<sup>st</sup>) of the same calendar year.

## **ARTICLE 2: JURISDICTION**

- **Section 1. Jurisdiction:** Jurisdiction is as mandated by statutory authority of the New Mexico *Public Employees Bargaining Act (2003) NMSA 1978* and the Incorporated County of Los Alamos *Labor Management Relations Ordinance*.
- **Section 2. Goals:** The objectives of this Local shall be for fostering and encouragement of a higher degree of skill and efficiency in how we safeguard lives, property and the environment within County of Los Alamos, State of New Mexico; the cultivation of friendship and fellowship amongst its Members; and the elevation and improvement of working conditions, morale, intellectual, social and economic conditions of its Members and fellow workers.
- **Section 3. Constituency:** Constituency is as follows: All full-time paid fire department employees engaged in fire suppression, fire prevention, fire investigation, or emergency medical or rescue service activities or hazmat within the rank of Firefighter, Driver Engineer, Lieutenant and Captain.
- **Section 4. No Strike:** *Section 10-7E-21* of the New Mexico *Public Employees Bargaining Act (2003) NMSA 1978* prohibits "Strikes and Lockouts". This Local affirms that it shall be deemed inadvisable to strike, advocate a strike or to take any active part in strikes. Our

position is peculiar to most bodies of organized workers, we being formed to protect lives, property and the environment within the community of Los Alamos. Moreover, the Members of Local #3279 are sworn to defend our nation's cherished scientific infrastructure within the historic Los Alamos National Laboratory in a safe and prudent manner.

### **ARTICLE 3: MEMBERSHIP**

- **Section 1. Active:** Any person of good moral character who at the time of making application is engaged in service within the jurisdiction of this Local, as demonstrated in *Article 2*, will be 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, sex, creed, national origin, political party affiliation or by reason of disability. As such, liability for the conduct of any Member shall not be imputed within this Local or the International by reason of affiliation between the Member and the Local and International.

*Article 8, Part-A "Employee Rights" and Article 9, Part-I "Union Rights"* of the CBA prohibit the solicitation of Union Membership at any fire department or county owned/leased work site during the workday of the employee(s) being solicited.

- **Section 2. Honorary:** For meritorious service to this Local or for distinguishing public service, persons may be elected honorary Members by majority vote. 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 cause.
- **Section 3. Maintenance of "Good Standing" Status:** Membership in "good standing" includes any Person who has fulfilled the requirements for Membership and involvement 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 Firefighters or the Constitution of this Local.

Payment of union dues does not as a rule suggest that the Member is "involved" in the affairs of this Local. The Member *Initiation Oath* and *Code of Ethics* shall be exercised at all times

- **Section 4. Separation:** When any Member in good standing is separated from the fire service, the local union may allow said Member to retain his active Membership or, in lieu thereof, upon request of said member shall issue him a withdrawal card. This Local union may issue withdrawal cards only to those Members who leave the fire service or EMS services 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 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 Association of Firefighters, or elected or appointed as a representative of or to an affiliated labor organization, shall retain his active Membership in this Local.

*Armed Forces Duty:* A Member who is inducted into or activated with the U.S. Armed Forces may continue to be carried as an active Member with dues, assessments or other union charges waived until such Member is relieved from active duty with the Armed Forces.

*Leave of Absence:* A Member who is granted a leave of absence as defined by *LAC Personnel Rules and Regulations Rule 720.2* may retain his Membership in the Local by paying his I.A.F.F Per Capita Fees in advance. Otherwise, the Member shall be removed from the Membership roster. Payment of Per Capita Tax does not provide for the Short-Term Disability Program and said Member shall be temporarily removed from the insurance. He

may petition for reinstatement upon his return if he is in good standing and is subject to "probationary" terms in *Article-4, Section 5*.

*Anti-Union Action:* Any Member which ceases to exist because of anti-union action, as a result of which such Member is prevented from engaging in fire fighting or related service may retain Membership by continued payment of dues.

- **Section 5. *Delinquent Members:*** Members who fail to pay their monthly dues, or assessments by the fifteenth day following the month such dues are payable. The Delinquent Member shall be notified by the Local officer 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 and suspended Members are not entitled to voice or vote in the Local or in the affairs of the International. Members that have been suspended for delinquent dues shall pay any past and current dues owed and the reinstatement fee prior to submitting a written request for reinstatement of "good standing" status.

- **Section 6. *Resignation:*** A Member, who by their own free will, who chooses to resign from Local #3279 shall present in writing, with date and signature, their intentions to a Local #3279 Executive Board Member. A one tour/shift "cool down" period is required before a letter of resignation may be accepted. Assessed dues, which have been paid to Local and International, are not refundable.

Upon acceptance of resignation, the former Member loses any Membership rights, privileges, or voice bestowed by this Local or the International. *Sections 4, 7 and 8* of this Article should be reviewed by the resigned.

- **Section 7. *Reinstatement:*** A resigned, suspended or Member on approved leave without pay, as per *Rule 720.2 LAC Personnel Rules and Regulations*, may request to be reinstated into the Local #3279 by submitting a written request to a Local #3279 Executive Board Member. The President or his designee shall review all reinstatement requests prior to presenting the proposed Member at a regular or special meeting.

Members that have been suspended for delinquent dues shall pay any past and current dues owed and the reinstatement fee prior to submitting a written request for reinstatement of "good standing" status.

- **Section 8. *Member Grievances/Complaints:*** Member grievances/complaints shall be forwarded to the Executive Board in writing and a formal hearing shall be conducted within five (5) working days to hear the complaint. The Executive Board shall adhere to the terms and conditions set forth in *Articles 14 and 16* of the CBA.

*Union Representation in Disciplinary Hearings:* *Article 8, Part-C* of the CBA may be applied if a disciplinary hearing involves a suspension without pay, demotion or termination. Members may request a union representative to be present. The Member, whose hearing is in question, shall provide advance notice to the Executive Board in this application.

If a complaint is between Members, the Local, or the International, resolutions of such matters shall be conducted before the Executive Board.

Members are not limited to this section regarding grievances/complaints as prescribed by law.

- **Section 9. *Mergers/Reduction in Force:*** Members should be on familiar terms with *Article 27 ("Reduction in Force")* within the CBA. Should fire departments merge, consolidate

and/or reorganize, Local #3279 will take the position that all bargaining unit Members shall have wholeness preserved and not suffer loss of position, rank, pay, seniority or benefits.

- **Section 10. Retirement Recognition:** Upon retirement of a union Member in good standing from the Los Alamos County Fire Department, he shall be presented with a suitable plaque or similar award not to exceed one hundred twenty-five dollars (\$125.00) or a one hundred twenty-five dollar (\$125.00) dinner certificate. The cost shall be borne by this Local. In addition, said retired Members shall be added to the Internationals' retiree section within the International Fire Fighter monthly publication. Terms of this section are dependent on the availability of funds.

## **ARTICLE 4: MEETINGS**

- **Section 1. Regular Meetings:** Regular Meetings of this Local shall be held on the first Tuesday and Wednesday (or the last day on first tour/shift and the first day of the next tour/shift) of each month. Meetings shall begin promptly at 9:00 A.M. and end promptly at 11:00 A.M. The venue shall be large enough to accommodate the Membership and be located within thirty (30) Miles of Los Alamos proper as designated by the Local Secretary. The July regular meeting will not be held.

A Meeting Agenda shall be posted on the Union Board at each station or Local web site at least one (1) week prior to the meeting. Regular Meetings shall adhere to the Meeting Agenda as approved by the Vice-President.

- **Section 2. Special Meetings:** Special Meetings may be called by vote of a majority of the Executive Board. All Members in good standing shall be notified at least seven (7) calendar days in advance of such special meetings. The notice shall state the business to be considered at such meeting, and no other business than that stated shall be in order at such meeting.
- **Section 3. Emergency Meetings:** The President, upon twenty-four (24) hours notification to the Membership, may call Emergency Meetings. The time and place of such meeting, together with the nature of the business to be conducted, shall be made known to as many Members as possible. Only the business made known at the time of notification may be conducted.
- **Section 4. Quorum:** The quorum for any meeting of this Local, either *regular* or *special* shall be any eight (8) Members in good standing, excluding the Executive Board Members.

Any four (4) Members of the Executive Board shall constitute a quorum for holding an *Executive Board meeting*.

At least two (2) Committee Members will be considered the quorum for holding a *Committee meeting*.

*Special Meetings* and *Emergency Meetings* have no quorum limitations.

- **Section 5. Rights of Members:** Every Member in "good standing" shall have the right to attend any meeting and to participate in such meeting in accordance with the recognized rules as set forth in the manual of parliamentary procedure adopted by this Local. Every Member in good standing shall be allowed to have voice and vote. Members shall conduct themselves in such a manner as not to interfere with the legal or contractual obligations of the International or this Local.

Regular attendance at union meetings is required of all Members; a minimum of five (5) meetings with or without a quorum, non-compliance is subject to *Article-3, Section 3* and/or *Article-9* of this Constitution.

Members in good standing are entitled to all benefits described in this Constitution.

*Newly Initiated Members:* New employee "probationary" Members, as defined in the *Los Alamos County Personnel Rules and Regulations Rule 411.1*, are not subject to disciplinary representation as defined in *Article 14* of the CBA for one (1) year from the date of hire.

*Probationary Union Members:* A probationary union Member shall begin their probation at the time of union initiation and not the employer hire date. This rule shall apply to reinstated union Members, but may be waived by majority vote of the Executive Board. Probationary Members are not immediately eligible for enrollment into the Short-Term Disability Program instituted by this Local and they are not entitled to union legal services for one (1) year from the date of their initiation or reinstatement. Only by a majority vote of the Executive Board may these requirements be waived.

- **Section 6. *Donation/Sponsorship/Contribution Requests:*** Sponsorship of local sports teams, contributions to established I.A.F.F. supported charities or donations to the sick must be submitted formally to a Member of the Executive Board with supporting documentation.

As funds of the Local allow, any Member in good standing that intends to request a union endowment up to one-hundred dollars (\$100.00) should first make the request in writing to a Member of the Executive Board fifteen (15) days before the scheduled meeting. This is so the request can be added to the meeting agenda so that all Members can be informed of a vote on union monies. Appropriations shall be paid by check at the convenience of the Treasurer.

If approved, such sponsorships, contributions or donations shall not exceed one-hundred dollars (\$100.00). Monies petitioned above that amount must be approved by unanimous vote of the Membership present at a regular/special meeting and said funds shall not exceed two hundred-fifty dollars (\$250.00). Members in good standing shall be limited to one (1) request per calendar year.

- **Section 7. *Rules for Meetings:*** The rules contained in *Atwood's Rules for Meetings*, shall govern the meetings of this Local in all cases not in conflict with this *Constitution and By-Laws*, or the *Constitution and By-Laws of the International*, or interpretations of these documents.
- **Section 8. *Standing Rules:*** The daily and routine operations of the Local will be governed by standing rules, which may be deleted, amended or added by a majority vote of the Members present at a meeting.

## **ARTICLE 5: OFFICERS AND ELECTIONS**

- **Section 1. *Executive Board:*** Executive Board Officers of this Local shall consist of a *President, Vice-President, Secretary, Treasurer* and three *Stewards*. Each Member shall have an equal voice and vote in all matters brought to the Executive Board. The Executive Board shall delegate the responsibilities of the officers following the chain-of-command. Therefore, issues are to be handled at the lowest level possible within this chain-of-command until such time the next level of authority is needed. Executive Board Members shall be familiar with the *LAC Labor Management Relations Board Rules and Regulations, LAC Personnel Rules and Regulations and Fire Chief's Directives*.

- **Section 2. Terms of Office:** All Executive Board Members shall hold office for a term of one (1) year until the election and installation of their successors unless removed from office as provided in the Constitution and By-laws of the International or this *Constitution, By-laws* or *Code of Ethics* violations. Terms shall begin and end on the first (1<sup>st</sup>) Tuesday in January.
- **Section 2. Eligibility for Office:** Any perspective candidate must be Member in good standing and a Member of the Local #3279 for a minimum of three (3) years to be eligible for office in this Local. No elective officer of the Local shall be entitled to hold more than one (1) office at the same time.
- **Section 3. Voting Eligibility and Proceedings:** Any active Member in good standing of the Local #3279 may cast a vote on any issue. The election of officers shall take place during the month of December. Polling sites will be pre-determined and announced with election notification. Each site shall have an updated personnel roster and a secured ballot box, with at least two Members monitoring the voting process. Each Polling Monitor is entitled to ten dollars (\$10.00) per hour. Payment shall be made by check at the convenience of the Treasurer.

Polling sites shall be open two (2) hours/day over two (2) days to accommodate Members on tour/shift transition. A Member Roster shall be available on Election Day and each voting Member shall sign the roster. Absentee Voters shall be initialed as having voted by the Secretary or his designee.

The Election Committee designee, at a December special meeting, will formally announce the election results. If no candidate receives a majority of the ballots cast, there shall be a run-off election at this special December Meeting between the two candidates who received the most votes.

If there is only one (1) candidate for a given local officer on the ballot, such candidate shall be declared "elected". Elected officers shall be installed on the first Tuesday in January or at a special meeting, at which time they shall assume the duties of their respective office.

- **Section 4. Rights of Candidates:** 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 candidates own expense. A "candidate for office" includes a candidate for Membership on the Executive Board. There shall be no discrimination in favor of 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. 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 6. Method of Nomination and Election:** 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 the date, time and place at which elections shall be held. Any member in good standing may nominate eligible Members for office. Nominations for vacant positions will close at the November regular meeting. In the case of an Emergency Election, nominations will close two (2) weeks prior to the election.

There shall be no voting by proxy in the election of Local officers or ratification of the CBA.

- **Section 7. Voting/Absentee Voting:** Members in good standing shall have the right to cast their vote in union elections involving candidates for office or special subjects requiring a

ballot vote. Members unable to attend a ballot vote at an election site shall be allowed to vote "Absentee" provided the Member accepts and meets the following criteria:

1. The Member must be on leave, departmental trip, training status, or on paid/shift status at the time of the vote.
2. The hard copy absentee ballot must be hand delivered; Electronic ballots must be sent through personalized E-Mail Accounts to the Local Secretary no later than one (1) day prior to Election Day. When utilizing E-Mail ballot, the Member must not utilize LAC E-Mail; He must include full name and the I.A.F.F Member Identification number found on the union card, and specify clearly the voting intent on the issue or candidates. Only the Secretary may deem an absentee ballot "invalid" and the affected Member(s) shall be appropriately notified.
3. Members waive the "secrecy" of their ballot during absentee voting and waive voting in person without exception.

*Majority Vote/Drawing of Lots:* The candidate or subject receiving a majority of the ballots cast shall be declared elected/ratified. If no candidate or subject receives a majority of the ballots cast, the winning candidate for office or subject shall be selected by the drawing of lots (draw straws/flip coin, etc.) in the presence of both candidates and/or the Executive Board.

- **Section 8. Elections Committee:** The objective of the Elections Committee shall be to ensure a fair and unbiased election. The President shall appoint an Elections Committee, which shall be responsible for distribution and tabulating the ballots. 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 attend the meeting of the Elections Committee at which the votes are tabulated.

The Elections Committee shall make notification of the election, prepare ballots, conduct the election, and collect and secure the ballots. Ballots and any election results shall be filed with the Local Secretary. This Elections Committee shall be activated to conduct the CBA ratification voting as stipulated in *Article-12, Section 4* of this Constitution.

- **Section 9. Ballots Preserved:** The Secretary shall preserve the ballots and all other records of an election for one year following such election.
- **Section 10. Vacancies in Office:** When an office becomes vacant by reason of the death, resignation, removal of the incumbent for ethics violations, or because an Officer vacated the position. The Executive Board shall elect a successor by majority vote, no later than thirty days from the date the office is vacated.

A position is deemed "vacated" when an officer misses three (3) consecutive Executive Board meetings, without valid reason.

- **Section 11. Dues Reimbursement for Officers:** *Article XIII, Section 14* of the International Constitution allows for Salaries, Allowances and Expenses of Officers. The President, Vice-President, Secretary, and Treasurer of this Local shall be reimbursement annually in an amount equal to the individual annual Membership assessment. The reimbursement shall be paid in a lump sum payment at the regularly scheduled meeting in December. Payment shall be by check and the "memo" portion of the check shall specify "Dues Reimbursement" for accounting purposes. Any final reimbursement of miscellaneous expenditures must be submitted to the Treasurer before the end of the current fiscal year.

In the event an officer resigns his post, in good standing, that officer shall be compensated a pro-rated amount, payable at the earliest convenience of the Treasurer, following the acceptance of the formal resignation; likewise, the successor officer shall be reimbursed a

*pro-rated* amount at the normal payment date. Standing Rules that encompass reimbursement shall also be considered.

- **Section 12. Transition of Officers:** Outgoing officers shall provide a two (2) week transition period before the “officer elect” assumes the duties of the office to update signing authorization for bank funds, post office keys (requires change of access card), records management, financial status and other miscellaneous housekeeping responsibilities.

The International shall be notified of any change of officers immediately via the International *Membership Changes Report* or through its web site at [www.IAFF.org](http://www.IAFF.org). A “Transition Report” shall be provided by either the incoming officers or outgoing officers at the next regular meeting. The New Mexico Professional Fire Fighters Association shall also be notified of changes in Local officers.

A change in union leadership may not affect the *CBA Negotiating Team* if it has already been activated. Negotiating Procedures found within the “ground rules” described in *Article 43* of the *CBA* are applicable in these circumstances.

## **ARTICLE 6: DUTIES OF OFFICERS**

- **Section 1. President:** The President’s main responsibility is the enforcement of the Local’s Contracts, Constitution and By-Laws. He shall be the executive head of the Local. He shall enter into negotiations; enter into a “Memorandum of Understanding” for a period of thirty (30) days or until the next general or special meeting; and assign collective bargaining agreements on behalf of the Local during negotiation periods. He shall have access to Local funds and be entitled to a financial institution issued Debit Card and he shall account for all expenditures.

It shall be the duty of the President to preside at all meetings of the Local and at meetings of the Executive Board. He shall be a Member ex-officio of all committees. He 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 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 shall have general supervision of the activities of the other officers and chairman of committees. He shall formally request of the Fire Chief a meeting of Labor Management when necessary as defined in *Article 13* of the *CBA*.

The President shall discharge on behalf of the Local such duties as may be imposed upon him by 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 records as the law requires to be kept in support of reports filed by it. To that end, he shall retain Legal Council to protect the interests of the Local and hire a certified public accountant to maintain the integrity of the union’s financial transactions.

The President, by virtue of his election, shall be a delegate of this Local to the Convention of the International. He shall preside as chairman of the Negotiating Team and act as the Chief Negotiator.

- **Section 2. Vice-President:** The Vice-President shall assist the President in such a manner as he may determine. These duties include but are not limited to representing the Members on the Labor Management Committee (*CBA Article 13*), the Fire Departments Safety Committee (*CBA Article 22*), Negotiations Committee and the Elections Committee.

He shall form committees to address the needs of the Members and maintain the financial wellbeing of the Local. He shall direct the Union Stewards. In the absence of the President, he shall preside at meetings of the Local and of the Executive Board. If the office of President

becomes vacant, the Vice-President shall be Acting-President until the Office of President is filled by election by the Executive Board.

The Vice-President shall make recommendations to bring issues to the Members for a vote. He shall approve the *Meeting Agenda* in advance of the regular meeting and have it posted on the station union boards. He shall ensure the union boards are compliant with *Article 9, Parts-B and C* of the CBA.

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

He shall keep an accurate record of the meetings of the Local and the Executive Board, of which he shall be, Secretary. He shall attest all official documents with his signature and the seal of Local #3279. He shall conduct the correspondence of the Local promptly. He shall maintain the official list of Members in good standing, which shall be kept current at all times.

He shall forward the annual audit of the Local to the I.A.F.F. General Secretary-Treasurer, over the seal of the Local, not later than June first (1<sup>st</sup>) of each year. The Secretary shall act as the elections ballot custodian as per *Article-5, Section-9* of this Constitution; and he shall receive and rule on the validity of all Absentee Ballots cast in an election. He shall retain and account for one (1) set of U.S. Post Office Keys and update the U.S. Post Office Access Card when an election of new of officers occurs.

The Secretary shall maintain a current copy of the *Stand-By Roster* and the *Short-Term Disability Roster* as necessary and inform the Treasurer of any changes that should occur to said roster. He shall take a "roll-call" of the Membership at all meetings and publish attendees in the Meeting Minutes.

- **Section 4. Treasurer:** The Treasurer shall receive all money due the Local, from whatsoever source, and shall disburse the same only by voucher signed by the president in conformity with a vote of the Local. Such disbursement shall be by check, which shall be signed by the Treasurer. He shall maintain and keep current a record of Members with their dues payments, assessments, and all financial transactions promptly and accurately entered. He shall be prepared to exhibit receipts, vouchers and bank statements upon the audit of his books. He shall ensure that all demands for payments incurred by the Local are paid in a timely manner. He shall retain and account for one (1) set of U.S. Post Office Keys.

He shall have access to Local funds and be entitled to a financial institution issued Debit Card and Check Book; he shall account for all expenditures. He shall act as the financial institution custodian charged with the maintenance of fund access among the President and the Treasurer. He shall transfer all financial institution access records upon the election of new officers. The Treasurer shall update all Short-Term Disability information with the Insurance carrier on the advice of the Executive Board.

The Treasurer shall prepare a quarterly financial report to include an accounting of all employees within the Fire Department and the Local. This report shall be submitted to the Executive Board in a timely and accurate fashion. Utilizing the Executive Boards approved Certified Public Accountant, in the same manner, the Treasurer shall facilitate the Local's Annual Audit and prepare the annual tax preparation if required by the U.S. Internal Revenue Service (IRS) [*Section 501(a)*]; and he shall transact any other official duties as imposed by applicable law.

- **Section 5. Union Stewards:** There shall be three (3) Union Stewards, one (1) per shift. Union Stewards shall assist with Executive Board duties in a manner as the President may determine. In the absence of the President, Vice-President, Treasurer or Secretary, a Union Steward may act in capacity when required. Stewards shall be equal voting Members of the Executive Board.

The Stewards shall preside over their Trustees. They shall initiate new hire Members when they become eligible. They shall ensure that Members are informed of their status on the Locals Stand-By List. The Stewards, acting as a shift representatives are responsible for the welfare of the Locals' Membership. This includes ensuring that Members are represented and witnessed when requested by Members in good standing pursuant to the terms found in *Article 13, Part D.* of the CBA; in the same manner, they shall inform the Executive Board of issues that may have significant impact on the Local. Fire Department Management and Los Alamos County Human Resources shall be kept informed as to whom these individuals are at all times.

- **Section 6 Executive Board:** The *Executive Board* shall consist of the President, Vice-President, Secretary, Treasurer and three shift Stewards. Each Member has equal voice and vote on the Board. Former Presidents shall be allowed a voice on the board, but not a vote. Appropriate notification of any change of union leadership shall be made pursuant to *Article 9, Part-F* of the CBA.

It shall be the duty of the Executive Board to exercise general supervision and control of the invested funds and property of the Local. The Board shall have the authority to act in the name of the Local during intervals between meetings, such acts being subject to confirmation by the Membership at the next regular meeting of the Local. It shall meet at the call of the President or on call of the majority of its Members. A majority of the board shall constitute a quorum. Board Members shall adhere to the *Code of Ethics* affixed to this Constitution. Annual tax preparation, if required, shall be a shared responsibility of the Executive Board.

Executive Board Members shall attend I.A.F.F. supported training conducted or facilitated by the New Mexico Professional Fire Fighters Association. As funds allow, one Member per quarter may travel out of state for other I.A.F.F. training. All training fees and travel expenses shall be incurred by this Local.

- **Section 7. All 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 General Secretary-Treasurer, in compliance with applicable law. The International (*Article XIII, Section 19*), covers the expense of the first five-thousand dollars (\$5,000.00) of bond. 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.
- **Section 8. Computer:** Utilizing available Local funds, the Local shall make available one (1) lap-top computer and portable printer to the Local Secretary and Treasurer for purposes of maintaining records of all union correspondences, financial transactions, meeting minutes and other record keeping mandates contained within this Constitution. This computer is to be shared between Members of the Executive Board, but shall be in the possession of either the Secretary or Treasurer. Funds shall be utilized to maintain its security and overall maintenance annually in the sum of one hundred-fifty dollars (\$150.00). The use of LAC computers to conduct union business is strictly prohibited.

This computer and printer shall be replaced every five (5) years and records removed and/or "sanitized" from the discontinued equipment and then sold to a interested union Member for a fair and reasonable amount as established by the Executive Board.

- **Section 9. Mandatory Member Stand-By List:** Officers of the union or their designee's are mandated by this Constitution to attend Negotiations, Labor Management, and Fire Department sponsored committee assignments authorized by *Article 9, Part-E* of the CBA, meetings with the Local's Legal Council or Certified Public Accountant. These functions may occur while they are on duty. Members are urged to refer to the affixed *Code of Ethics* and *Initiation Oath* contained herein.

In order to represent the Membership in a fully practical manner, it is necessary for the officers of the Executive Board or their designees to have the full and unequivocal support of the Membership. Therefore, Members may be assigned a mandatory "Stand-By". Stewards who are on duty and are asked to represent a Member at a disciplinary hearing are also eligible for a stand-by.

Executive Officers or their designees' are not to be charged time for stand-bys since they are representing the Membership. Members who refuse to honor this obligation shall be removed from "good standing" status and are subject to terms in *Article-9* of this Constitution.

Each Member of the Local shall be placed on an alphabetical mandatory "Member Stand-By List" by rank, but standbys may be assigned to "qualified" Members out of rank as per *FCD Division 400, Articles 4 and 7*. If there is any doubt, the approval of the shift Battalion Chief shall be requested as described in *Division 400, Article 7-c*. The off going shift shall be utilized first for their first two days off, and then Members who are off duty shall be utilized from then on. The Secretary shall maintain an accurate *Member Stand-By Roster*.

Once allocated, assigned Members are responsible for this stand-by and if transferred to another union Member, it must be of similar rank or to a likewise "qualified" department/union Member as it is defined once again in *Division 400, Articles 4 and 7*. Members on Annual Leave, extended Sick Leave or training are to be passed over, but upon their return, they are to be placed at the top of list.

Members are expected to be at the work site as early as necessary, without exception, so that the officers have sufficient time to make the meetings and the Shift Battalion Chief shall be appropriately notified via the chain-of-command of personnel transition.

This Local shall not manage disputes that arise between Members who "trade" or "transfer" responsibility of assigned stand-by's.

*Notifications/reimbursement:* Members on stand-by status are not eligible for mileage reimbursement or compensation. Members shall be notified by a Member of the Executive Board of an authorized stand-by within twenty-four (24) hours of the stand-by. Less than 24 hour notification shall be considered an "emergency request". Members, who are not due on the Stand-by List, and honor an emergency request out of turn, are entitled to a reward via the *Stand-By Reward Program* described in *Section 10* of this Article.

- **Section 10. Stand-By Reward Program:** Members, who are called upon routinely (off the Stand-By Roster) or on emergency notice, shall receive as part of a "*Stand-By Reward Program*" a twenty dollar (\$20.00) gift card. A Stand-by in excess of eight (8) hours is also eligible. Because this should be the exception and not the rule, the Treasurer shall provide two (2) gift cards to officers of the Executive Board or their designees per month to distribute among eligible Members. Gift cards are to be reconciled with the *Stand-By List* before the next monthly allotment. Unused Reward allotments may not be rolled-over and are to be part of the next month allowance or returned to the Treasurer. The Treasurer shall purchase gift cards as reasonably necessary.

This Stand-By Reward Program shall be financed as funds allow and may be amended as necessary within the *Standing Rules* of this Constitution.

## **ARTICLE 7: DELEGATES AND ALTERNATES TO INTERNATIONAL CONVENTION**

- **Section 1. Delegates:** If, in accordance with *Article IV, Section 2* of the International Constitution and By-Laws, this Local may be entitled to a delegate(s) in addition to the President to be present and voting at the International Convention. They shall be elected by secret ballot of the Members in good standing.
- **Section 2. Alternates to Conventions:** Alternates to conventions shall be elected by secret ballot of the Members in good standing. The credentials of delegates and alternates must certify to this method of election.

## **ARTICLE 8: INITIATION FEES, DUES AND ASSESSMENTS**

- **Section 1. Initiation Fees:** Initiation fees shall be set forth by the International. The initial initiation fee owed by new employee Members shall be paid to the International in the amount of ten dollars (\$10.00). The Local may elect or not to pay the fee as a complimentary Member benefit.
- **Section 2. Union Dues:** Union Dues currently in the amount of twenty-five dollars (\$25.00) per pay period shall be auto-deducted by Los Alamos County Payroll and deposited into a local banking institution; however the Member shall bare ultimate responsibility for payment of monthly dues to this local. Dues are subject to amendment as described in *Section-4* of this Article.

Dues cover administrative and legal/accounting fees associated with managing day-to-day operations, Monthly I.A.F.F. Membership Per Capita Tax as defined and amended in *Article VIII, Section 5* of the International, Membership fees in the New Mexico Professional Fire Fighters Association, Membership fees in the New Mexico Federation of Labor AFL-CIO and rental fees associated with the U.S. Post Office-Los Alamos and a Storage Facility. The Short-Term Disability Program, Donations/Contributions and items described within the *Standing Rules* of this Constitution are also funded via the "general fund".

*Fund Raising:* Members shall participate fully in whatever fundraising activity is imposed by the Executive Board if dues are insufficient to cover any part of costs are described in this Article. Proceeds shall be deposited into the account designated by the Executive Board.

- **Section 3. Assessments:** Assessments may be made only in the following manner: Each Member in good standing shall be notified in writing at least thirty (30) days in advance of the date on which the vote for an assessment is to occur. The proposed assessment shall become effective upon a majority vote of the Members in good standing, by secret ballot, at a regular or special meeting.
- **Section 4. Changes in Fees, Dues, and Assessments:** Dues shall be adjusted to comply with *Article XIII, Section 4* of the I.A.F.F. Constitution and as deemed reasonably necessary by the Executive Board to cover necessary expenses of conducting the business of the Local.

The Executive Board shall petition for an increase in monthly dues and said increase shall not exceed five dollars (\$5.00) per pay period once every five (5) years if necessary. Increases in rates of initiation fees, reinstatement fees, dues or assessments shall require notice of such proposed increase to be given to the Members in good standing at least thirty (30) days in advance of the date on which the vote for such increase is to occur. The proposed increase shall become effective upon a majority vote of the Members in good standing, by secret ballot, at a regular or special meeting.

The Membership shall be notified during the next regular or special meeting and it shall be the responsibility of each Member to sign an auto-deduction form and submit it to the Treasurer with-in two (2) weeks of the change or by the first payday of the month, whichever is sooner. Changes in deductions shall not be submitted to the Los Alamos County Personnel Department until **all** Members in good standing have signed and submitted the Payroll Deduction Authorization Forms to the Treasurer (see p. 26 for a copy of the *Payroll Deduction Authorization Form*).

- **Section 5. Reinstatement Fees:** Reinstatement fees shall be one hundred-fifty dollars (\$150.00) plus dues, fees, and assessments that would have been accrued from the time of the resignation to the time of the reinstatement. The Executive Board may elect to waive past dues, assessments and fees.
- **Section 6. Non-Initiated Eligible Associates:** Eligible associates of the Fire Department who have not been initiated and have been employed with the jurisdiction for more than two (2) years and who have declined initiation in the past, must pay a two hundred-fifty dollar (\$250.00) *Delayed Initiation Fee*, plus a fifty dollar (\$50.00) per year *Administrative Fee* calculated from the initial date of employment, plus current dues, fees, and assessments that would have been accrued since January of that calendar year.

The Executive Board shall vote on an associate’s induction into the Local. If approved, the board has the discretion to accept a payment plan of their choosing. These newly initiated Members are considered “probationary” for one (1) year and are not eligible for union legal services for one (1) year, nor are they eligible for benefits from the short term disability program for one (1) year.

*Fair Share Fees:* The New Mexico *Public Employees Bargaining Act (PEBA) (2003)* provides specific protections for employees who do not elect to engage union activities. The Executive Board shall have the discretion to collect all “Fair Share” fees associated with bargaining from these employees not in the Local as allowed by law or by county ordinance.

- **Section 7. Retired Active Members:** The Local shall not pay the monthly International and/or New Mexico Professional Fire Fighters Association dues for retired Members.
- **Section 8. Benevolent Fund:** Any Member in good standing of Local #3279 shall receive a predetermined amount of funds due to a death of an immediate family member to include their spouse, child or parents. Members will be required to provide a copy of a death certificate to the Treasurer for accounting purposes. Allocation of *Benevolent Funds* requires majority vote of the Executive Board and notification of the Membership at the next regular meeting.

1. Death of Child or Step-Child:	\$500.00
2. Death of Spouse or Common Law Spouse:	\$400.00
3. Death of Parent or Recognized Guardian:	\$300.00

Members shall have six (6) months to apply for benefits from this Benevolent Fund.

- **Section 9. Short-Term Disability Program:** The Local may elect or not to participate in a Short-Term Disability Program via a New Mexico regulated insurance carrier or a self-sponsored program. Newly initiated Members are not eligible for these benefits for one (1) year from the time of their initiation, not their hire date; moreover, they are equally responsible for their timely enrollment into the program when they become eligible and they shall notify the Treasurer of the Local of a change in probationary status.

Fraud or abuse of this program is subject to terms in *Article-9* within this Constitution and remedies may be sought as allowed by law.

Policies and procedures from an Insurance Sponsored Short-Term Disability Program shall be adhered to as mandated by law. Only the President shall allow insurance sponsored benefits to be paid by the insurance company. The Insurance sponsored program may be enacted or disbanded after a majority vote of the Membership present at a regular or special meeting.

A Self-Insured Sponsored Short-Term Disability Program may be enacted and defined within the *Standing Rules* contained within this Constitution. It is advised that State and Federal tax laws be considered when implementing a self-insured short-term disability program.

## **ARTICLE 9: MISCONDUCT, TRIALS, APPEALS**

- **Section 1. *Misconduct and Trials:*** Any Member charged with misconduct as defined in *Article XV, Section 1* of the International Constitution and By-Laws shall be served with written specific charges as required by *Article XVI* of the International Constitution and be given a reasonable time to prepare his/her defense and afforded a hearing as provided in *Article XVII* of the International Constitution.

Any Member charged with violations of the Local By-Laws, or Local Constitution shall be served with written specific charges, and be given a reasonable time to prepare a defense and afforded a hearing.

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

## **ARTICLE 10: FINANCES**

- **Section 1. *Audit:*** The books and accounts of this Local shall be audited annually by the Certified Public Accountant approved by the Executive Board, and the last such report of audit shall be forwarded to the International Secretary-Treasurer over the seal of the Local not later than the first of June annually. This document shall be made available for inspection only to all Members in good standing; it shall not be circulated to non-members.

The President of this Local or a two-thirds (2/3) majority vote of Members in good standing at a meeting can call for financial records to be audited at any time.

- **Section 2. *Taxes:*** Taxes shall be filed annually by this Local as required by law [*IRS Publication 501(a)*]. The Executive Board approved Certified Public Accountant shall prepare these documents.
- **Section 3. *Revenue/Expenditures:*** The Revenues of this Local shall be derived from the Initiation fees, dues, assessments, fines, and other authorized sources. The funds of this Local shall be used on defraying necessary expenses and any benefits that may hereafter be provided. Revenues shall be deposited into a "general fund"; however separate bank accounts may be established to adjudicate monies for specific expenditures.
- **Section 4. *Minimum Balance:*** The Local shall maintain a minimum balance of Four-hundred dollars (\$400.00) in any established bank account. Funds may be transferred from one bank account to another as deemed necessary by the Treasurer.

## ARTICLE 11: LEGAL

- **Section 1. Legal Council:** Legal Council shall be retained by this Local at all times to protect the integrity of the Local; look after the health and welfare of its Membership. Legal Council shall be conveniently located within thirty (30) miles of Los Alamos, New Mexico.

*Assistance of the International: Article XIII, Section 22* of the International Constitution allows Local #3279 to request financial assistance on disputes and grievances. It shall be the policy of this Local to direct all legal matters that affect the integrity of the Local or that may involve anti-union action against its Officers under this section be offered to the International for review under the *Emergency Dispatch of Funds (EDF)* and/or *Guardians Programs*.

- **Section 2. Purpose:** It is not the purpose of this Local to interfere in any manner with the organization and management of the Fire Department by its officials, but rather to promote good order, discipline and individual responsibility; and to ensure that that all Members in good standing are treated universally with regard to fire department policy and procedures, industry accepted Health and Safety practices, Civil Service and Civil Laws.

This Local shall not retain Legal Council for the purpose of adjusting any private matter that may arise between its individual Members and the fire department or officials of the Incorporated County of Los Alamos; through any willful violations of the Personnel Rules and Regulations or Directives of said department; or any willful disregard of *Article-12, Section-3* of this Constitution. Such Council, if any, must be retained by the Member in his capacity as an individual; and in no manner whatever shall this Local be charged with such services.

Any Member using the name of this Local, without the consent of the Executive Board for any purpose, shall be subject to provisions described in *Article-9* of this Constitution.

- **Section 3. Funds:** Funds from the established "Legal Council" bank account or the "general fund" shall be used to procure a legal representative who is knowledgeable in: Civil Service Law, Collective Bargaining Law and issues, and other matters of legal concern to the Local.
- **Section 4. Legal Services Committee:** The Executive Board shall serve as the "Legal Services Committee" that will determine who the Legal Council shall be. Only the President shall enter into a retainer. The retainer shall be renewed annually or after election of new officers. This Legal Representative should be present during all union matters where legal representation is required and it should be the Executive Boards responsibility to make proper and timely notifications.

Legal Council shall be provided a copy of and be familiar with the *LAC Labor Management Relations Board Rules and Regulations* and the *Local Constitution*.

This Legal Services Committee shall also determine what outstanding legal issues are to be heard by Legal Council. No Member shall contact this Local's Legal Council without prior approval of this committee.

## ARTICLE 12: COLLECTIVE BARGAINING

- **Section 1. Purpose:** The Los Alamos County Charter, Certification by the *Local Labor Management Relations Board Ordinance, Chapter 30, Article II*, by means of the *New Mexico Public Employees Bargaining Act (PEBA) (2003) NMSA 1978*, guarantee the right of this Local to represent eligible Members of the Los Alamos Fire Department and collectively bargain with the employer, the Incorporated County of Los Alamos.

- **Section 2. *Negotiating Committee:*** The Members of Local #3279 authorize the appointed “Negotiating Committee” to represent them in contract negotiations with the Incorporated County of Los Alamos. Issues of negotiation include, but are not limited to: fire fighter safety, wages, work hours, benefits, training and education, professionalism, retirement plans, incentives, employee rights, and other conditions of employment. It shall be the duty of the Membership to support this Local and the interests that the majority vote it establishes.

*Selection, Activation and Training of Committee Members:* This Committee shall be selected no less than three (3) months in advance of scheduled negotiations. The President and one (1) additional Committee Member shall receive appropriate training in “negotiations/bargaining” at an I.A.F.F sanctioned training seminar(s). Shift trades that are required are the responsibility of the Members going on the training and shall be repaid as required.

Committee Members who attend training agree to participate in the forthcoming Collective Bargaining Negotiations. If said Members do not participate of their own choosing, then they are subject to terms in *Article 9* of this Constitution and they must repay all training costs incurred by the Union. A majority vote of the Executive Board may waive the repayment of training costs in part or absolutely on an emergency basis.

Legal Council shall be an at-will member on the Negotiating Committee and shall attend only those meetings requested by the President or the Chief Negotiator.

- **Section 3. *Recognition by Members:*** Members shall recognize the Los Alamos Firefighters’ Association Local #3279 as the “*exclusive*” collective bargaining representative for the purposes of establishing orderly and constructive employee relations in the public interest; to negotiate contracts; to establish wages, hours and other conditions of employment and to delineate the rights of employees in this bargaining unit.

Each Member shall accept individual responsibility for understanding the terms and conditions of the *Collective Bargaining Agreement (CBA)* entered into with our employer, the Incorporated County of Los Alamos. The Member shall indemnify, defend and save the union harmless against any and all claims that shall arise out of or as a result of any willful disregard of the CBA or autonomously conduct with the Incorporated County of Los Alamos or officials of the Fire Department. Unauthorized actions by Members may be subject to the terms in *Article-9* of this Constitution.

- **Section 4. *Membership Vote Requirements:*** *Article-4* of this Constitution dictates that all active Members in good standing shall be given a timely opportunity to vote on any contractual agreements.

The President shall activate the “Election Committee”. Any and all contract items shall be ratified by vote by the active Members in good standing at a general or special meeting, or locations designated by the Election Committee. All Members shall be notified of intent to vote on contractual items no less than five (5) days before such vote occurs. New *Collective Bargaining Agreements* require fifty-one percent (51%) of the total eligible Members to cast votes before any ratification is valid. To pass a contractual agreement, fifty percent (50%) plus one (1) vote of those voting must cast in favor.

- **Section 5. *Memorandums of Understanding:*** “Memorandums of Understanding” provide a method to amend a current Collective Bargaining Agreement. Only the Local #3279 President or his designee shall be authorized to tentatively sign a “Memorandum of Understanding” for a period of thirty (30) days or until the next regular or special meeting, which ever comes first. All *Memorandums of Understanding* shall be approved of by a majority vote of the active Members in good standing at a regular or special meeting.

## ARTICLE 13: AMENDMENTS

- **Section 1. *Amendment Committee:*** The “Amendment Committee” shall be established by the Vice-President. The Committee shall amend any and all parts of this Constitution as unavoidably necessary.
- **Section 2. *Member Vote:*** The “Elections Committee” shall be activated by the President. This Constitution and By-Laws made under its provisions, may be amended by two-thirds (2/3) vote, of Members present at a regular or special meeting, provided that each Member in good standing is notified of the proposed amendments at least fifteen (15) days in advance of the meeting at which the vote will be taken.
- **Section 3. *I.A.F.F President Approval:*** A proposed amendment to this Constitution, or any By-Laws made under its provisions, shall be submitted for approval to the International President prior to its printing, issuance, or effectiveness, after it has been adopted by the Membership as required by the International Constitution *Article XIII, Section 3*.
- **Section 4. *Distribution of Member Manuals:*** Once approved by the General President of the International, new *Member Manuals* shall be published by the Local and distributed to all fire station Union Boards. All fees associated with the publication of *Member Manuals* shall be incurred by this Local.



## **STANDING RULES**

### **LOS ALAMOS FIREFIGHTERS' ASSOCIATION LOCAL #3279**

1. Standing rules may be temporarily suspended by a majority vote of the Members present at a meeting.
2. Flowers will be purchased for hospital stays greater than one day or upon the death of a union Member, the Member's spouse, the Member's parents and the Member's spouse's parents. It is the responsibility of each Member to notify the Executive Board of the loss of or hospitalization of a family member. Cost of the flowers will not exceed forty dollars (\$40.00) for hospital stays, or one hundred-twenty dollars (\$120.00) for funeral arrangements. Upon the death of an Active Member, the Local can spend up to two hundred-sixty dollars (\$260.00) for a flower arrangement, not including delivery fees and taxes. Monetary donations for prearranged charities or organizations in lieu of flowers for funerals shall not exceed two-hundred dollars (\$200.00).
3. The union authorizes the officers of the union to spend up to a maximum of thirty dollars (\$30.00) per union officer per month without prior approval of the Membership. The union further authorizes the president of the union to spend two-hundred dollars (\$200.00) per month without the approval of a majority of the executive committee.
4. Voting on elections and contractual issues shall be by secret ballot. All other issues may be decided by a vote of voice or a show-of-hands, as determined by the Executive Board Member presiding over the meeting.
5. Mileage shall be paid to Executive Board members and/or their designees to attend Labor Contract Negotiations, Labor Management, pre-approved fire department meetings, court appearances with the union attorney, meetings with the union certified public accountant and training within 100 miles of Los Alamos at thirty-five cents per mile (.35 cents/mile) to and from principle residence. Each Board Member shall be reimbursed at the next regular meeting only after an expenditure report has been submitted to and approved by the Treasurer of the union.
6. The union shall provide one cellular telephone to the President of the Local. If the President choose not possess said cell phone then he/she shall be reimbursed for minutes used on his/her personal cell phone used for official union business at forty-five cents (.45) per minute. Land line long distance charges shall also be reimbursed in a like wise manner. Members of the Executive Board and appointed union contract negotiators shall be reimbursed in a similar fashion after submitting an approved expenditure report.
7. Social functions will be rotated so that a particular shift(s) will not be continually affected. Honorary and retired Members may be invited to all social functions payment of associated fees is at the discretion of the union President.
8. Members who do not desire their assigned overtime shall make it available to another Member.
9. Shift trades shall be initiated with union Members in good standing only. Members who resign employment shall repay all shift-trades owed before the last day of their scheduled departure. If departing Member leaves and gains employment with another I.A.F.F recognized fire department and does so without repaying or compensating a Member, that local shall be notified that the former Member is not in good standing. This Local shall not manage disputes arising from unpaid shift-trades.
10. Union Officers are not authorized to meet with officers of the Fire Department in an official capacity separately regarding any union issue that is not of an emergent nature. Moreover, unplanned meetings however common should be the exception and not the rule. General Members shall not meet autonomously with Fire Department Management in private regarding union issues.



## **Member Code of Ethics**

LOS ALAMOS FIREFIGHTERS' ASSOCIATION LOCAL #3279

### **I. Members of the Executive Board and its Representatives**

**Preamble:** The Members of the Los Alamos Firefighters' Association, IAFF Local #3279 are entitled to have fair, ethical and accountable Executive Board officers and representatives, who are expected to earn the Membership's full confidence for integrity and fairness. In keeping with the Executive Board's commitment to service and excellence, the effective functioning of representative, democratic governance therefore requires that:

- Representatives of Local #3279, both elected and appointed, shall comply with both the letter and spirit of the Constitution and Bylaws and policies affecting the operations of the Local.
- Representatives of Local #3279, will be independent, impartial and fair in their judgment and actions;
- Elected office is used for the good of the membership of Local #3279, not for personal gain.
- All deliberations and processes will be conducted openly, unless legally confidential, in an atmosphere of civility, and with respect and dignity for all members.

To this end, the Executive Board of the Los Alamos Firefighters' Association, IAFF Local #3279 has adopted a *Code of Ethics for Members of the Executive Board and its Representatives* to assure confidence in their integrity and their effective and fair operations of the business and work of the Union.

**Comply with the Law:** All officers and representatives shall comply with the laws of the nation, the State of New Mexico, and the County of Los Alamos in the performance of their duties. These laws include, but are not limited to: the United States and New Mexico Constitution; the Los Alamos County Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, County ordinances and policies and the constitutions of the International Association of Fire Fighters, and the Los Alamos Firefighters' Association, IAFF Local #3279.

**Act in the Interest of the Membership:** Recognizing that stewardship of the Local's assets and interests must be their primary concern, Executive Board officers and representatives will work for the common good of the Members of the Los Alamos Firefighters' Association and not for any private or personal

interest or gain. They will assure fair and equal treatment of all persons, claims and transactions coming before the Executive Board and the Membership.

**Conduct of Executive Board Officers and Representatives:** The professional and personal conduct of officers and representatives must be above reproach and avoid the appearance of impropriety and/or partiality. Officers and representatives shall refrain from abusive conduct, or verbal attacks upon the character or motives of other Executive Board Officers, representatives or Members of Local #3279. All Members of Local #3279 will be treated with dignity and respect.

**Respect for Process:** Executive Board officers and representatives shall perform their duties in accordance with the democratic processes and rules of order established by the Constitution and Bylaws of the International Association of Fire Fighters and the Los Alamos Firefighters' Association, Local #3279, policy decisions of the Executive Board and policy decisions made by election of the Members of Local #3279.

**Conduct of Meetings:** Executive Board officers and representatives shall prepare themselves for meetings by listening courteously and attentively to all discussions before the Membership; and will focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

**Decisions Based on Merit:** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

**Communication:** Executive Board officers and representatives shall share substantive information that is relevant to a matter under consideration by the Union, which they may have received from sources outside of the Union's decision-making process.

**Conflict of Interest:** In order to assure their independence and impartiality on behalf of the common good, Executive Board officers and representatives shall not use their positions in the Union to influence County of Los Alamos or Fire Administration managerial decisions in which they may have a vested interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest.

**Gifts and Favors:** Executive Board officers shall not take any special advantage of services or opportunities for personal gain, by virtue of their Union office, which is not available to the Membership in general. They shall refrain from accepting any gifts, favors, discounts or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

**Confidential Information:** Members shall respect the confidentiality of information concerning the property, members or affairs of the Union. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

**Use of Union Resources:** Executive Board officers and representatives shall not use Union resources that are not available to the membership in general, such as equipment, supplies or facilities, for private gain or personal purposes.

**Representation of Private Interests:** In keeping with their role as stewards of the Union's interest, Executive Board officers and representatives shall not appear on behalf of the private interests of third parties for any reason except that they are authorized to do so by majority vote of the Executive Board.

**Advocacy:** Executive Board officers and representatives shall represent the official policies, positions and interests of the Membership of the Los Alamos Firefighters' Association to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, officers and representatives shall explicitly state they do not represent the Union, nor will they allow the inference that they do.

**Policy Role of Executive Board Officers and Representatives:** Executive Board officers and representatives shall respect and adhere to the policy making structure of the Union as outlined by the Constitution and Bylaws of the International and Local #3279. In this structure, the Executive Board determines the policies of the Union with the advice, information and analysis provided by the membership, by authority actualized through the democratic process, and by other resources including but not limited to the International Association of Fire Fighters, the New Mexico Professional Firefighters Association, certified public accountant and appropriate legal counsel. Except as provided by the Constitution and Bylaws of the International and Local #3279, no individual officer, representative or Member of Local #3279 shall interfere with the administrative functions of the Executive Board; nor shall they impair the ability of any authorized Member of the Executive Board to implement Executive Board policy decisions.

**Independence of Committees:** Because of the value of the independent advice of standing committees and special committees to the Union's decision-making process, Executive Board officers and representatives shall refrain from using their position to unduly influence the deliberations or outcomes of committee proceedings.

**Positive Environment and Perception:** Executive Board officers and representatives shall support the maintenance of a positive and constructive environment for members and for citizens and businesses dealing with the Union. As elected or appointed representatives of the Union, they shall recognize their special role and responsibility in dealings with employees of Los Alamos

County to in no way create a perception that will have a negative impact on the credibility or virtue of the Union or any of its Members.

**Implementation:** As an expression of the standards of conduct for members expected by the Union, the Los Alamos Firefighters' Association, IAFF Local #3279 *Code of Ethics* is intended to be self-enforcing. It therefore becomes most effective when Executive Board officers and representatives are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included and reviewed on a regular basis by the Executive Board in the orientations for elected officers, appointees to standing and special commissions, and any other representatives of the Union. Elected officers entering office shall sign a statement affirming they read and understood the Union's Code of Ethics. In addition, the Code of Ethics shall be published with the Constitution and By-Laws Manual and posted on the Union website, and/or placed in the Union announcement board at each Fire Station.

**Compliance and Enforcement:** The Los Alamos Firefighters' Association *Code of Ethics* expresses standards of ethical conduct expected for Executive Board officers, representatives and appointees of the, Los Alamos Firefighters' Association, IAFF Local #3279. Executive Board officers, representatives and appointees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the Membership can continue to have full confidence in the integrity of their elected officers, representatives and appointees.

The President and/or Vice Presidents shall have the additional responsibility to intervene when actions of officers, representatives, appointees or third party non-Union members that appear to be in violation of the Code of Ethics are brought to their attention. The President or Vice-Presidents may bring charges for the imposition of sanctions on members whose conduct does not comply with the Union's ethical standards. Such sanctions may include but not be limited to reprimand, formal censure, loss of committee assignment, or recommendation of removal from office as authorized by the Constitution and By-laws of the International and Local #3279.

Sanctions may only be implemented upon majority vote of the Executive Board, and may be appealed no later than the next meeting after said sanctions is imposed. If the appeal is denied by majority vote of the Executive Board said sanctions will be implemented immediately. If the appeal is upheld by majority vote of the Executive Board no sanctions will be imposed and the matter will be closed.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of an Executive Board, membership, authorized committee decision, or election result.



**STATEMENT OF EXECUTIVE BOARD OFFICER OR REPRESENTATIVE**  
**LOS ALAMOS FIREFIGHTERS' ASSOCIATION LOCAL #3279**

As an elected officer or appointed representative of the Los Alamos Fire Fighters' Association, IAFF Local #3279, I agree to uphold the Code of Ethics for elected and appointed representatives adopted by the membership and included in the Constitution and Bylaws of the Los Alamos Fire Fighters' Association, IAFF Local #3279 and conduct myself by this model of ethical service to the brothers and sisters of Local #3279 and the International Association of Fire Fighters.

**I will:**

- Recognize the worth of all individual members of the Local and appreciate their individual talents, perspectives and contributions.
- Recognize and respect the seniority status of Members.
- Help create an atmosphere of civility with respect and dignity extended to everyone, where individual members of the Executive Board, representatives and the membership are free to express their ideas and work to their full potential.
- Conduct my personal and public affairs with honesty, integrity, and fairness.
- Respect the independence and privacy of individuals and organizations.
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the benefit of the members of Local #3279, and when possible for all people and organizations engaged in activities with the Union.
- Avoid and discourage conduct which is divisive or harmful to the best interests of the Los Alamos Fire Fighters' Association, IAFF Local #3279.
- Treat all people with whom I come in contact as a representative of the Union with respect and dignity.

**I affirm that I have read and understood the Los Alamos Firefighters' Association, IAFF Local #3279 Code of Ethics.**

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**Name and Office**

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**Signature and Date**

## II. General Members.

**Code:** As a fire fighter and member of the International Association of Fire Fighters, my fundamental duty is to serve mankind; to safe guard and preserve life and property against the elements of fire and disaster; maintain a proficiency in the art and science of fire engineering and foster good will among Members.

1. I will uphold the standards of my profession, continually search for new and improved methods and disseminate and share knowledge and skill with contemporaries and descendants.
2. I will never allow personal feelings, or danger to self to deter me from my responsibilities as a fire fighter. I will avoid and discourage conduct which is divisive or harmful to the best interests of the Los Alamos Fire Fighters' Association, I.A.F.F Local #3279
3. I will, at all times, respect the property and rights of all people, the laws of my community and my country, and the chosen way of life of my fellow citizens.
4. I recognize the badge of my office as a symbol of public faith, and I accept it, as public trust to be held so long as I am true to the ethics of the fire service. I will conduct my personal and public affairs with honesty, integrity, and fairness.
5. I will constantly strive to achieve these objectives and ideas, dedicating myself before God to my chosen profession: saving of life, fire prevention and fire suppression.
6. Make a good faith effort to attend union meetings and vote in elections as required. I will be informed on the issues the effect the union.
7. I will aspire to union leadership and/or participate in union committees.
8. I will respect the seniority status of Members.
9. As a Member of the International Association of Fire Fighters, I accept this self-imposed and self-enforced obligation as my personal responsibility.

**Initiation Oath:** The International Association of Fire fighters requires perfect freedom of inclination in every candidate for membership in its body. An obligation of fidelity is required; but rest assured that this obligation contains nothing contrary to your civil or religious duties. With this understanding:

- Are you willing to take an obligation which binds you as long as life remains?
- Do you, of your own free will, sincerely promise to abide by the laws of the International Association of Fire Fighters and this subordinate Local #3279?
- Do you also promise to bear true allegiance to the International Association of Fire Fighters and for which it stands, and never consent to subordinate its interests to those of any other labor organization of which you may now, or hereafter, be a member?
- Do you further promise that you will never knowingly wrong your fellow sisters or brothers, or see them wronged, if in you power to prevent it, and that you

- will endeavor to subordinate every selfish impulse to the task of elevating the material, intellectual, and moral condition of the entire laboring class?
- Do you further solemnly promise, on your honor, that you will, whenever and wherever possible, purchase only strictly Union Made goods and you will use your best endeavors to influence others to do likewise and never become faithless to your obligation?
  - To all of this you pledge your honor to observe, and keep as long as life remains, or until you may be absolved from this obligation by the International Association of Fire Fighters.
  - So I ask you again, to this you promise?
  - You have now assumed the obligation of a member of the International Association of Fire Fighters. We shall now know and welcome you as a noble and honorable member of Local #3279 of our International.
  - You are now a member of the AFL-CIO & CLC, the largest and most powerful organization of free working women and men in the world. This organization is strong and has achieved greatness only through the individual members of its thousands of locals. Each of us by our actions as a vigorous members of this Local, has an effect on the continued strength of your won International and continues through the AFL-CIO & CLC.

By your membership in Local #3279 you have assumed the obligation of attending and taking part in the affairs of the Local and the further obligation of initiating and supporting programs designed to benefit the majority of the members of you Local. It should always be your aim in supporting or opposing any point up for discussion to base your stand on a common-sense impartial basis.

It is necessary to support your union officers. Whatever they accomplish will be in direct proportion to the support and encouragement you give them.

In undertaking to be a good member of Local #3279, being a good fire fighter will take you a long way along the road to becoming a good union member. When you wear that uniform well and reflect credit upon it, you also reflect credit upon you Union. Since you deal with the public constantly, use that contact at every opportunity to impress the public favorably. If you do, you will find that the undertakings of Your Local Union will be sympathetically received and acted upon when you need public support.

Finally, think carefully of the meanings of the words unity, obligation, sister, and brother. Remember the true meanings of these words, and apply their meanings in your dealings with other fire fighters. If you do, your satisfaction in being a fire fighter and a proud member of Local #3279 will be a most rewarding experience. Congratulations and Best Wishes!

Find out more about the I.A.F.F., receive e-mails from the I.A.F.F. and update your personal profile (change of address, education, etc.) now by going to **[www.IAFF.org](http://www.IAFF.org)**.



# **Los Alamos Firefighters' Association**

International Association of Fire Fighters, Local #3279

## ***\*Los Alamos County Payroll Deduction Authorization\****

Pursuant to *Article-8, Section-2* of the I.A.F.F. Local #3279 Constitution and *Article-10* of the Collective Bargaining Agreement;

I, \_\_\_\_\_, LAC Employee #\_\_\_\_\_, authorize the *Incorporated County of Los Alamos* to deduct the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) from my paycheck each bi-weekly pay period for the purpose of deducting Union dues.

I understand that the Incorporated County of Los Alamos agrees to deposit the said amount into the account of the Los Alamos Firefighters' Association, I.A.F.F. Local #3279, located at the Los Alamos National Bank, Los Alamos New Mexico, 87544.

I also understand that this deduction will continue until written authorization to terminate this deduction is received by the Personnel Department of the *Incorporated County of Los Alamos* from me. I realize that the *Incorporated County of Los Alamos* may choose to end this agreement and that I am ultimately responsible for the timely payment of union dues payable to the Union Treasurer.

**The first deduction will begin on pay period: \_\_\_\_\_.**

\_\_\_\_\_  
**Employee Signature/Date**

\_\_\_\_\_  
**Employer Signature/Date**



**Constitution Ratified**

The Constitution and By-Laws of the Los Alamos Firefighters' Association I.A.F.F Local #3279 was ratified by the Membership in good standing on this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**IN WITNESS WHEREOF**, the officers of the Local hereto have caused this Constitution to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

Upon the approval of the General President of the International Association of Fire Fighters, this constitution shall become effective from this day forward.

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Vice-President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Treasurer**

***Electronic Seal***  
**International Association of Fire Fighters**  
**Local #3279 Seal**