

**BYLAWS**

**NJASAP**

*Ratified December 2009*

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## **SECTION 1: GENERAL**

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### **1.1: Name & Jurisdiction**

The name of the Association shall be THE NETJETS ASSOCIATION OF SHARED AIRCRAFT PILOTS (hereinafter referred to as "NJASAP", the "Organization", the "Union", or the "Association"). NJASAP shall be wholly dedicated to representing the craft or class of pilots in the service of Net-Jets Aviation, Inc., its affiliates, assignees, or successors (hereinafter referred to as the "Company").

### **1.2: Home Office Location**

The home office and headquarters of NJASAP shall be in the Columbus, Ohio metropolitan area, or in such a city as the Executive Board may designate by a two-thirds (2/3) majority vote of the entire Executive Board at any duly convened meeting thereof.

### **1.3: Duration and Dissolution**

- (A) The duration of NJASAP shall be perpetual or until it is dissolved as provided for in these Bylaws.
- (B) In the event of dissolution of NJASAP, the Officers of the Association shall act as agents for the membership and dispose of all of the physical assets of NJASAP by suitable means, and any and all questions relating thereto shall be decided by a majority vote of the Executive Board. All of the liquid assets shall then be prorated to the active members on record at the time of such dissolution in proportion to the monies then being paid by such members, less any indebtedness; provided that any amounts that may be paid to NJASAP for insurance or other benefits shall be dealt with separately and prorated only to those members who contributed to such funds, and in proportion to their individual contributions. However, in the event of an affiliation or merger, the physical and liquid assets of the Association may be transferred to the surviving organization if so called for in the affiliation or merger agreement.
- (C) NJASAP may be dissolved through an affiliation or merger that must be ratified by the membership in accordance with the procedures set forth in Section 6.3 of these Bylaws. The Association shall also be considered dissolved should it cease to be the representative of the craft or class of pilots of the Company.

### **1.4: Government**

These bylaws shall be the supreme law of NJASAP. The governmental powers of NJASAP shall be vested in the Executive Board in accordance

with the laws provided herein. The final control of NJASAP shall be vested in the membership through the procedures established in these Bylaws.

### **1.5: Parliamentary Law and Rules of Order**

All questions on parliamentary law and rules of order which are not provided for in these Bylaws or in the NJASAP Policy Manual shall be decided according to the principles set forth in the most current edition of Robert's Rules of Order Newly Revised.

### **1.6: Fiscal Year**

The fiscal year of NJASAP shall be from January 1 to the following December 31.

### **1.7: Authorization of Monetary Obligations**

- (A) All bills payable, notes, checks, or other negotiable instruments of NJASAP shall be made in the name of the Association, and must be signed by the President and the Vice President of Finance.
- (B) If either the President or Vice President of Finance is not available, the President or Vice President of Finance may each authorize one proxy signatory, who shall be bonded in an amount consistent with the amount of funds over which he may have control. Authorized proxies are limited to other members of the Executive Board with the exception of Trustees who may not serve as authorized proxies.
- (C) All bills payable, notes, checks or other negotiable instruments of NJASAP, other than recurring expenses approved in accordance with Section 1.7(D) of these Bylaws, in excess of \$1,000 require Executive Board approval. The President and Vice President of Finance must sign all such properly approved and legal expenses.
- (D) All bills payable, notes, checks or other negotiable instruments of NJASAP for \$1,000 or less may be approved by either the President or the Vice President of Finance if deemed necessary for the Association. The Executive Board shall be provided each month a report of all non-recurring checks issued in amounts less than \$1,000.
- (E) All bills payable, notes, checks or other negotiable instruments of NJASAP classified as recurring expenses can be approved by the Executive Board in a single motion covering the fiscal year, as defined in Section 1.6 of these Bylaws.
- (F) The President or the Vice President of Finance may each, from time to time, approve the transfer of sums of money to administrative accounts, including payroll accounts, petty cash accounts, and such

other accounts as may be necessary to meet administrative and current obligations of the Association.

- (G) No Officer, agent, or employee of NJASAP acting singly or jointly with others shall have the power to make any bills payable, notes, checks, drafts, warrants, or negotiable instruments of any description or nature or to endorse the same in the name of NJASAP or to contract or to cause to be contracted any debt or liability in the name of or on behalf of NJASAP except as expressly provided in these Bylaws.

### 1.8: Logo

The official Logo of NJASAP:



## SECTION 2: OBJECTIVES AND RIGHTS OF NJASAP

### 2.1: Organizational Objectives

- (A) To unite into one non-profit labor organization all pilots eligible for membership, regardless of race, color, religion, sex, sexual orientation, national origin, age, disability, membership in the uniformed services, status as a disabled veteran, or any other applicable classification protected by federal, state and/or local law;
- (B) To enhance and safeguard the safety of air transportation and to promote the interests of the pilot profession;
- (C) To secure, protect, and enhance wages, benefits, working conditions, and other economic advantages of the membership through collective bargaining and the enforcement of agreements, utilizing all legal and lawful means;
- (D) To provide educational advancement and training for the Association's members, volunteers, employees, and Officers;
- (E) To safeguard, advance, and promote the principle of free collective bargaining, and the rights, welfare, and security of our communities through lobbying, educational and other community activity;
- (F) To engage in cultural, civic, legislative, lobbying, fraternal, educational, charitable, welfare, social and other activities that advance the interests of the Association and its membership, directly or indirectly;
- (G) To provide assistance to other labor organizations or other bodies in need, having purposes and objectives in whole or in part similar or related to those of the Association;
- (H) To protect and preserve the Association as an institution and to perform and fulfill its legal and contractual obligations;
- (I) To receive, manage, invest, expend or otherwise use the funds and property of the Association to carry out its duties and to achieve the objectives set forth in these Bylaws and for such additional purposes and objectives not inconsistent therewith as will advance the interests of the Association and its members, directly or indirectly;
- (J) To provide the highest standards of representation and services to the membership while building pilot confidence in the above objectives through transparent operations, open communication, and continual development as a labor organization dedicated to the professional representation of professional pilots; and,

- (K) To do any and all other acts consistent with and in furtherance of the objectives and purposes set forth in these Bylaws, including the establishment of such legal entities as necessary to carry out the legitimate objectives and purposes of the Association.

## **2.2: Mission**

- (A) Safety and security must not be compromised and shall remain the membership's highest priorities. NJASAP pilots fly in one of the most challenging and dynamic unscheduled work environments within the aviation industry. We are the front line of safety and security.
- (B) Professional representation for professional pilots is the cornerstone of industry-leading pilot representation. While the Railway Labor Act requires a duty of fair representation, NJASAP and its members believe "fair" is a minimum standard and this labor organization must strive to meet/achieve the highest labor standards for individual members and the craft or class as a whole. The Association will continually seek to secure, improve, and enforce pilot job security, wages, benefits, and work rules.
- (C) Integrity and democracy are essential elements of an effective labor organization. The leadership and membership are expected to perform their duties, responsibilities, and obligations with integrity while honoring the democratic labor principles and practices herein.
- (D) Volunteerism is incumbent upon every member in order to advance organizational and membership objectives. The membership is the Association, and, through membership participation, the Association will excel in meeting membership objectives.
- (E) Professionalism and excellence is expected of every member at all times.

## **2.3: Code of Ethics**

Officers, volunteers, representatives and staff are expected to adhere to the following code:

I will faithfully discharge my duties to the Association and will faithfully adhere to the Bylaws and the rules set forth in applicable law. I will conduct my affairs with the Association in such a manner as to bring credit to the Association and myself. As a representative of the membership, I will, at all times, keep my personal appearance and conduct above reproach. I will respect other Officers, committee members and employees in the service of the Association and will hold business secrets in confidence. I will faithfully adhere to the policies, directives and resolutions of the Executive Board.

I will not publish articles, give interviews, or permit my name to be used in any manner likely to bring discredit to the Association. I will continue to keep abreast of labor developments and industry trends so that my skill and judgment may be of the highest order, and I will faithfully fulfill the obligations of this Code of Ethics.

## **SECTION 3: MEMBERSHIP**

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### **3.1: Eligibility for Membership**

Any individual on the NetJets Pilot Seniority List is eligible for membership in this Association upon compliance with the requirements of these Bylaws and rulings of the Executive Board.

### **3.2: Membership Status**

- (A) The Association shall make available the Membership Status List for inspection by any member at the Association's principal office during regular business hours. Duplication or removal of the Membership Status List from the Association's principal office is prohibited.
- (B) Active Membership Status: Active Membership Status shall be assigned to individuals on the NetJets Pilot Seniority List, who meet the eligibility requirements set forth in Section 3 of these Bylaws, upon application and approval.
- (C) Management Pilot Membership Status: Management Pilot Membership Status shall be assigned to a member who is employed by the Company in a management position for which total compensation is not defined by the Collective Bargaining Agreement. Management pilot members are obligated to pay a service fee as described in Section 5 of the Collective Bargaining Agreement, or applicable Section of any successor agreement. Upon assuming a management position, a member shall automatically be assigned to Management Pilot Member Status and shall continue in such status until he resigns or retires from the managerial position.
- (D) Inactive Membership Status: Inactive Membership Status may be assigned to members while on Leaves of Absence, as defined by the Collective Bargaining Agreement. In order to be assigned to Inactive Membership Status while on Leave of Absence, a member must submit a request in writing to the Association's office. Inactive members are not required to pay dues. Members placed in suspension in accordance with Section 10 of these Bylaws shall automatically be assigned Inactive Membership Status.

### **3.3: Membership Fees and Dues**

- (A) A member's obligation for dues and assessments shall commence as of the date the member is approved for active membership. The monthly dues to maintain Active Membership Status shall be one-and-one-half percent (1.50%) of gross earnings or equivalent earnings, whichever is greater. Equivalent earnings are defined as the Collective Bargaining Agreement's lowest possible base wage for a crewmember's year of service, duty position, and aircraft weight.

General or special assessments to be levied may be adopted as provided herein.

- (B) Any proposed change in dues rate or levying of any general/special assessment shall be made following a majority vote of the Executive Board in accordance with the following procedure:
  - (1) Reasonable notice shall be provided to the membership indicating that a membership referendum to change the dues rate or to authorize a general or special assessment will be conducted in accordance with the procedures set forth in Section 6.3 of these Bylaws. The notice will include the percentage change or levy with an explanation for the change.
  - (2) A majority of the membership voting in the referendum must approve the change in dues rate or special assessment prior to implementation.
- (C) Any member who becomes in arrears in the payment of dues, assessments, or other charges may be suspended and placed in Inactive Membership Status and shall not be entitled to any rights or privileges of membership. Any member who has been suspended for failure to pay dues and/or other fees shall be under a continuing obligation to pay dues during the period of his suspension. Upon payment of the delinquent dues, the member shall be restored to Active Membership Status. However, the payment of dues shall not restore Active Membership Status if any fines and other fees due remain unpaid. The Executive Board shall have the authority to waive, on a non-discriminatory basis, the payment of delinquent dues.

### **3.4: Membership Rights and Obligations**

- (A) Active members are entitled to participate actively in all NJASAP activities and are entitled to all of the rights, privileges, and benefits of membership in the Association.
- (B) Management pilot members shall not have access to the NJASAP message boards, may not participate in NJASAP referendums, may not participate in membership surveys, shall not be eligible to seek or to hold NJASAP office or to serve as a Steward, and shall not serve on NJASAP committees. Active Members holding temporary management positions, as defined in the Collective Bargaining Agreement, are not eligible to seek or to hold NJASAP office and shall not serve as a Steward or on NJASAP committees.
- (C) Inactive members may not participate in NJASAP referendums, may not participate in membership surveys, shall not be eligible to seek or to hold NJASAP office or to serve as a Steward, and shall not serve on NJASAP committees.

- (D) Members of the Association shall accept and agree to abide by the Bylaws of NJASAP as they are in force or as they may be amended, changed, or modified in accordance with the provisions of these Bylaws.
- (E) Every member, by virtue of his membership in the Association, authorizes the Association to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his employment with such employer in such manner as the Association or its Officers deem to be in the best interests of the membership. The Association and its Officers, business representatives and agents may decline to process any grievance, complaint, difficulty, or dispute if, in their reasonable judgment, such grievance, complaint or dispute lacks merit.
- (F) No member shall interfere with the elected Officers or representatives of this Association in the performance of their duties, and each member shall, when requested, render such assistance and support in the performance of such duties as may be required by them, provided this does not interfere with the individual rights of members. Each member and Officer shall adhere to the terms and conditions of the pertinent Collective Bargaining Agreements and shall refrain from any conduct that would interfere with the Association's performance of its legal or contractual obligations.
- (G) No member shall engage in dual unionism or espouse dual unionism or disaffiliation, or be a party to any activity to secure the disestablishment of the Association as the collective bargaining agent for NetJets pilots.
- (H) Membership in the Association shall not vest any member thereof with right, title or interest in or to the funds, property or other assets belonging to the Association now or hereafter, and no member shall have a property right to membership in the Association.
- (I) No member seeking to resign from membership in the Association may do so except by submitting such resignation in writing to the Association's principal office. Any member who resigns before he has paid all dues, assessments, fines and other financial obligations shall be obligated to pay such obligations to the Association. All members acknowledge that any obligations owed at the time of resignation shall be collectible by the Association in any appropriate forum by any lawful means.
- (J) Members are prohibited from sharing information, publications and videos provided to them by the Association with any nonmembers

and, in particular, members of management, unless specifically authorized to do so by the Executive Board. Issues of Association publications in written or electronic form, materials found on the NJASAP Message Board, flashmail messages, voicemail messages, hotline messages, and letters from Officers, Stewards and/or legal staff are for the members' use only. Unless otherwise authorized, sharing the publication or information contained therein is strictly prohibited.

- (K) Each member will be issued an Association identification number, thereby pledging to honor the law, these Bylaws, and the NJASAP Code of Ethics. Each member agrees to honor, accept, and discharge his responsibilities during any lawfully authorized strike or lockout and that he will not divulge to nonmembers, management pilot members, or inactive members, the private business of the Association unless authorized by the Executive Board.
  
- (L) Each member agrees to never knowingly harm a fellow member or discriminate against a fellow worker on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, membership in uniformed service, status as a disabled veteran or any other applicable classification protected by federal, state or local law. Each member agrees to refrain from any conduct that would interfere with the Association's performance of its legal and/or contractual obligations and at all times to bear true and faithful allegiance to the piloting profession and this Association. Each member who negotiates directly or indirectly with the Company without the express consent of the Executive Board shall be subject to forfeiture of his status as a member in accordance with Section 10 of these Bylaws.

## **SECTION 4: OFFICERS AND TERMS OF OFFICE**

### **4.1: Executive Board Defined**

The Officers of the Association shall be the President, Vice President of Finance, Vice President of Representation, Vice President of Industry Affairs, Vice President of Records, Vice President of Committees, Vice President of Contract Administration, and two Trustees. These officers shall constitute the Executive Board of the Association.

### **4.2: Eligibility**

Only active members shall be eligible for nomination and election to the Executive Board.

### **4.3: Authority and Function of the Executive Board**

- (A) The Executive Board bears fiduciary responsibility for the Association. Except as may be otherwise provided in these Bylaws, the Executive Board is authorized to conduct and manage the affairs of this Association, and to manage, invest, expend, contribute, use, borrow, lend and acquire funds and property in order to accomplish the objectives set forth in these Bylaws and resolutions adopted in furtherance thereof.
- (B) The Executive Board shall not have the authority to bind the Association for expert or professional services to be rendered to the Association or its representatives, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This provision shall not apply to office space and equipment lease agreements of reasonable duration. Further, this provision shall not prevent the Executive Board from entering into bona fide agreements that extend beyond its term in office if such agreements are approved by the membership at a meeting held in accordance with Section 6.2 of these Bylaws, or if such an agreement is a collective bargaining agreement ratified by the membership in accordance with Sections 9.3 or 9.4 of these Bylaws
- (C) The Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby authorized to:
  - (1) Make and change policies not inconsistent with these Bylaws and/or national, state or local laws for the management and conduct of the affairs of the Association;
  - (2) Administer Association Duty Pay and Flight Pay Loss policies. The intent of Association Duty Pay is to compensate the repre-

representatives for non-duty time spent on Association duties. The intent of Flight Pay Loss is to compensate the representatives for the loss of other compensation (e.g., hourly overtime pay, extended day pay, holiday pay, after midnight compensation) that may occur while performing Association duties. The Board will establish a specific policy to determine the amount of Association Duty Pay and Flight Pay Loss that shall be paid to each elected and volunteer position. The combination of NetJets compensation, Association Duty Pay, and Flight Pay Loss shall not exceed the maximum compensation under the Collective Bargaining Agreement for their service year, duty position, and aircraft weight;

- (3) Establish and make adjustments to allowances, direct and indirect disbursements, per diem, expenses and/or reimbursement of expenses for Officers, Stewards, volunteers, and employees. All Flight Pay Loss, Association Duty Pay, staff salaries, allowances, disbursements, per diem, expenses, and reimbursements will be approved by the Executive Board and/or defined in the NJASAP Policy Manual;
- (4) Loan and borrow monies directly and indirectly for such purposes and with such security, if any, as it deems appropriate, and with such arrangements for repayment as it deems appropriate to the extent allowed by law;
- (5) Approve the employment of employees, attorneys, accountants, office professionals, and such other special or expert services as may be required for the Association and secure an audit of the books of the Association by a certified public accountant at least once a year;
- (6) On behalf of the Association, its Officers, employees or members, initiate, defend, compromise, settle, arbitrate or release or pay the expenses and costs of any legal proceedings or actions of any nature if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the Association;
- (7) Fill all vacancies in elected positions that occur during the term of such office for the remainder of the unexpired term in the manner provided by these Bylaws;
- (8) Transact all business and manage and direct the affairs of the Association between monthly Executive Board and General Membership Meetings; delegate the authorities provided herein to Officers as provided by these Bylaws on the condition that the action of such Officers be ratified by the Executive Board;

- (9) Lease, purchase or otherwise acquire in any lawful manner for and on behalf of the Association any and all real estate or other property, rights and privileges, whatsoever deemed necessary for the prosecution of its affairs, and which the Association is authorized to acquire, at such price or consideration and, generally on such terms and conditions as it deems appropriate, and at its discretion pay therefore either wholly or partly in money or otherwise. Specific authorization at a Membership Meeting shall be required for such expenditures, except for routine expenditures not of a substantial nature;
  - (10) Sell or dispose of any real or personal estate, property, rights or privileges belonging to the Association whenever in its opinion the Association's interests would thereby be promoted, subject to approval (except as to form) at a Membership Meeting;
  - (11) Create, issue, and make deeds, mortgages, trust agreements, contracts, and negotiable instruments secured by mortgage or otherwise as provided by resolution of the membership, and do every other act or thing necessary to effectuate the same;
  - (12) Create trusts, the primary purpose of which is to provide benefits for the members or their beneficiaries, and terminate and effectuate the same, all subject to approval (except as to form) by the membership;
  - (13) Determine the eligible membership per the Bylaws, which shall vote on Officer elections, referendums, agreements, and strikes;
  - (14) Review and make determinations on interpretations of these Bylaws rendered between Executive Board and Membership Meetings by the President;
  - (15) Establish policies, systems, and procedures for the enforcement and administration of collective bargaining agreements; and,
  - (16) Do all acts not expressly authorized herein that are necessary or proper in implementation of the above duties for the protection of the property of the Association and for the benefit of the Association and its members.
- (D) The Executive Board shall have the duty to investigate any alleged breach of fiduciary duty, alleged breach in confidentiality, violation of the Association's Code of Ethics, or violation of these Bylaws when circumstances so warrant and to take appropriate action if the investigation so merits.

- (E) The Executive Board shall hold monthly Executive Board meetings at such time and place as shall be determined by the President, upon notice to all Executive Board members, in accordance with Section 6.1.
- (F) The Executive Board, during its first business meeting after new or incumbent Officers begin new terms, shall appoint a member of the Executive Board to serve as the Information Technology (IT) Liaison. Such appointment shall be for the duration of the appointee's term unless otherwise determined by the Executive Board. The IT Liaison shall serve as the NJASAP information technology emissary to the Executive Board, acting as an intermediary with regard to topics that include, but are not limited to, Association technology issues related to the Union office, volunteers and staff members, policy suggestions related to remote and office-based technology, and guidance to staff members, volunteers, and office vendors about technology-based matters.

#### **4.4: Duties of Officers**

##### **(A) President**

- (1) The President shall be the Principal Executive Officer of the Association. It shall be a function of the President to be the primary business representative of the Association. He shall have oversight of all business and labor affairs and is responsible to ensure procedural integrity within the Association. In order to affirm leadership accountability and direction, he shall supervise and be ultimately responsible for the Association's representatives, which include Officers, Stewards, committee members, volunteers and employees. He shall enforce the Bylaws, sign any agreement entered into between NJASAP and any other organization (or designate a proxy), and shall render an Annual Report to the membership.
- (2) Subject to the approval of the Executive Board, the President shall:
  - (a) Determine the number of employees and their wages.
  - (b) Select the attorneys, accountants, or other special or expert services to be retained by the Association.
  - (c) Have the authority to temporarily suspend any Steward, committee member, and/or employee. Executive Board approval of such action is required at the next monthly meeting. Permanent discharge of Stewards, committee members, and/or employees requires Executive Board approval prior to the effective date of discharge.

- (3) The President shall have charge of labor controversies involving the Association. The Executive Board may appoint by majority vote a member of the Executive Board other than the President to have charge of specific labor controversies.
  - (4) It shall be the duty of the President to notify the Officers of all regular and special Executive Board meetings and to preside at those meetings. It shall be the duty of the President to notify the membership and preside at Membership Meetings of the Association, and to preserve order therein. The President shall decide all questions of order during membership meetings. The President shall announce the result of all votes.
  - (5) The President shall have authority to interpret these Bylaws and to decide all questions of law hereunder between meetings of the Executive Board.
- (B) Vice President of Finance
- (1) It shall be a function of the Vice President of Finance to perform, generally, all duties incidental to the office and such other duties, as from time to time may be assigned to him by the Executive Board, the President, or the membership by resolution. He shall make at least quarterly a report of the revenue, expenses, assets and liabilities of the Association, and shall keep itemized financial records, showing the source of all monies received and spent, and shall keep receipts, records, vouchers, worksheets, books and accounts and all approvals and resolutions to verify Executive Board action regarding savings, expenses, acquisitions, assets, and liabilities. He shall also develop and submit for Executive Board approval the Association's Investment Policy Statement, which shall be reviewed and approved by the Executive Board at least annually. Once approved by the Executive Board, the Vice President of Finance shall ensure compliance with the Investment Policy Statement.
  - (2) The Vice President of Finance shall make available to the membership a copy of the last Quarterly and Annual Financial Reports. He shall also make available for inspection by any member(s), at the Association's principal office during regular business hours, any prior Quarterly or Annual Financial Reports which is subject by statute to such inspection. Duplication of any financial report to which a member is entitled to review, by law, shall be permitted provided that the member pays the actual cost of duplication and mailing. He shall also be responsible for publishing the Annual Budget of the Association to the membership.
  - (3) At least once a year, the Vice President of Finance shall oversee an annual audit of the books of the Association by an independent certified public accountant.

- (4) The Vice President of Finance shall be responsible for ensuring all reporting requirements to the Department of Labor, the Internal Revenue Service and any other governmental agencies are met.
- (5) The Vice President of Finance shall keep an accurate chart of accounts, tracking all monies receivable and payable by the Association. He shall prepare a budget, to be approved by the Executive Board, on an annual basis for the upcoming fiscal year. The budget shall advance a plan in which Union operating expenses do not exceed eighty percent (80%) of projected dues income. In the event actual operating expenses will exceed eighty percent (80%) of projected dues income, he shall notify the membership in writing. He shall provide receipts for any dues paid in cash or other fees, assessments or fines or other monies received. He shall not make any payments from the Association's funds until receiving bills and receipts evidencing the goods or services for which payment is due. He shall record all receivable and payable receipts incurred by the Association and shall deposit or expense all monies in accordance with these Bylaws and applicable law.
- (6) The Vice President of Finance shall record the names and addresses of all new members coming into the Association and shall maintain a revised list of the names and addresses of all members and their standing in the Association on a current basis. Such membership lists shall not be open to inspection or copied by any member except as, and to the extent, required by law or these Bylaws. A separate Membership Status List that does not contain addresses shall also be maintained in accordance with Section 3.2 of these Bylaws.
- (7) Whenever a Vice President of Finance's term of office expires or is otherwise terminated, he shall ensure that his successor is properly bonded before he transfers to his successor in office the funds, papers, documents, records, vouchers, worksheets, books, money and other property of the Association. All such records, vouchers, worksheets, receipts, books, reports and documents shall be preserved and retained at the Association's principal office or at a secure off-site storage facility for a period of no fewer than seven (7) years or as required by applicable law.
- (8) The Vice President of Finance will chair Executive Board meetings and General/Special Membership Meetings in the President's absence.

(C) Vice President of Representation

- (1) It shall be the duty of the Vice President of Representation to act as the Chief Steward and to oversee all aspects of the Steward's

Council and Steward programs, as determined by the Executive Board.

(D) Vice President of Records

- (1) It shall be the function of the Vice President of Records to attend Executive Board and General/Special Membership Meetings and to prepare minutes of those proceedings. He shall keep a record of Executive Board members in attendance at all meetings. Minutes taken during membership meetings shall not provide the names of any individual Union members participating in votes, except for Executive Board members, whose participation in votes shall be provided in the minutes of Executive Board and General/Special Membership Meetings. Minutes shall reflect motions made at meetings and shall specify their adoption or rejection. Minutes shall specifically include all financial transactions approved at the meeting. He shall handle all correspondence of the Association assigned by the President or authorized by membership resolution. Subject to the approval of the Executive Board, if the Vice President of Records is unable to attend the aforementioned meetings, he shall appoint a member to prepare minutes who shall have the duties set forth above. Meeting minutes shall be official records of the Association and shall be maintained at the Association's principal office.
- (2) Subject to the approval of the Executive Board, the Vice President of Records shall see that all notices and reports are provided on a quarterly and annual basis, whichever best reflects the report or as required by law. He shall have custody of the Association's seal and will prepare and maintain the records of the proceedings of all meetings to include, but not be limited to: Executive Board Meetings, General/Special Membership Meetings, and Nomination Meetings. Meeting records must be adopted by the quorum present for said meeting within forty-five (45) calendar days. A non-voting quorum member or quorum member who fails to have their vote recorded within forty-five (45) calendar days will be recorded as "abstained" on the adoption of the meeting minutes.
- (3) The Vice President of Records shall secure all important documents, papers, and correspondence as well as files on contracts and agreements with employers. Upon the request of any member of the Association, made in writing or in person during regular business hours at the Association's principal office, he shall provide one (1) copy of the Collective Bargaining Agreement between the Association and the Company. He will make available, electronically or otherwise, to every pilot on the seniority list a copy of these Bylaws if so requested.

- (4) The Vice President of Records shall report to the membership the names, dates of hire, and seniority numbers of all pilots on the seniority list and shall maintain a revised, current list of the names, dates of hire, and seniority numbers of all pilots on the seniority list.
- (5) It shall be a function of the Vice President of Records to coordinate membership communications by way of telephone, Internet, postal service, bulletin boards, or other methods approved by the Executive Board. He will coordinate with the Association's representatives, particularly the President and Communications staff to ensure the dissemination of accurate and timely information via the most appropriate distribution methods.

(E) Vice President of Industry Affairs

It shall be the duty of the Vice President of Industry Affairs to oversee all research, outreach, and lobbying, as authorized by the Executive Board, with regard to aviation industry or cooperative labor issues that either directly or indirectly relate to the interests of the Association. He shall serve as the Association's liaison with any other organization identified by the Executive Board.

(F) Vice President of Committees

It shall be the duty of the Vice President of Committees to oversee the Association's volunteer committee structure. The Vice President of Committees shall present recommendations for committee establishment or dissolution, committee chairman, and joint Union-Company committee members to the Executive Board for approval. He shall maintain and provide a committee roster to the membership on a quarterly basis. The Vice President of Committees shall assist the President with administering any Collective Bargaining Agreement joint committee duties.

(G) Vice President of Contract Administration

- (1) It shall be the duty of the Vice President of Contract Administration to oversee all functions related to compliance with and enforcement of the NetJets Pilots' Collective Bargaining Agreement and to oversee the minor dispute resolution process, as directed by the Executive Board.
- (2) The Vice President of Contract Administration shall recommend new System Board of Adjustment members to the Executive Board for approval.
- (3) When the Vice President of Contract Administration learns about contractual violations, he shall then be responsible for filing the

appropriate grievance and appeals, tracking their progress through the minor dispute resolution process, and maintaining records of the same, as directed by the Executive Board.

(F) Trustees

- (1) It shall be the duty of the Trustees to conduct, or oversee, a monthly examination of the books of the Association and to report the results thereof at each General Membership Meeting. They shall sign the books of the Vice President of Finance if they have found them to be correct, including verification of the bank balances. In the event a Trustee declines to sign the books, the Trustee must state, in writing, to the Vice President of Finance his reasons for declining to do so and shall also advise the Executive Board of such reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not be a valid reason for refusing to sign the books. The Trustee Reports shall remain on file at the Association's office or at a secure off-site storage facility for a period of no fewer than seven (7) years or as required by applicable law.
- (2) The Trustees shall receive and review the surety bonds covering each Officer, employee and representative of the Association. They shall have the responsibility to ensure that such bonds are current and enforceable.
- (3) In the event of the unavailability of a Trustee, the remaining Trustee shall perform the above functions. In performing their functions, the Trustees may avail themselves of the services of an independent certified public accountants retained by the President.

#### **4.5: Limitations of Officers**

No elected Officer may simultaneously hold more than one elected office in the Association.

## SECTION 5: NOMINATIONS AND ELECTIONS OF OFFICERS

### 5.1: Nomination and Eligibility

- (A) Proceedings related to the nominations and elections of Officers shall be handled by the Election Committee. No elected Officer or candidate participating in an Officer election shall serve on the Election Committee.
- (B) Every active member whose dues are paid in full through the month preceding the nomination period shall have the right to nominate or otherwise support the candidate of his choice. Every active member whose dues are paid in full by the close of business on the day preceding the day that ballots or voting instructions are mailed out to members shall have the right to vote for the candidate of his choice. No member whose dues have been withheld by the Company for payment to the Association, pursuant to his voluntary authorization provided for in the Collective Bargaining Agreement, shall be declared ineligible to nominate or to vote for a candidate for office in the Association by reason of a delay or default in the payment of dues by the Company to the Association.
- (C) To be eligible for election to any office in the Association, an active member must be in continuous good standing in the Association for a period of no fewer than twenty-four (24) consecutive months prior to the month of nomination. Payment of dues after the due date shall not restore the continuous twenty-four (24) months of good standing required by this Section as a condition of eligibility for office. However, a Company or Association error in dues deduction shall not result in the loss of a member's good standing status. In such an event, the Association shall notify the member of the Company's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing status.
- (D) No more than six (6) calendar months prior to the date of the election, the Chairman of the Election Committee shall establish a schedule for the upcoming election. The schedule and a notice of nominations and election shall be mailed to each member's address of record, published in any general publication mailed to the membership by the Association, and published on the Association's website. Each member shall be advised in such notice that the election rules are set forth in these Bylaws, which are available upon request.
- (E) Nominations shall be made by an active member, other than a nominee, and seconded by an active member, other than a nominee or first nominator. When submitting the nominations of Officers by mail, the nomination must include the following:

- (1) the nominator's full name,

- (2) the nominator's Association identification number,
- (3) the nominator's signature,
- (4) the seconder's full name,
- (5) the seconder's Association identification number,
- (6) the seconder's signature,
- (7) the position to which the member is being nominated,
- (8) the nominee's full name,
- (9) the nominee's Association identification number, and
- (10) the nominee's signature.

Candidates shall be responsible for verifying the membership status of their nominator and the member who seconds the nomination prior to the nomination being submitted.

- (F) Every member eligible to nominate candidates shall be entitled to nominate or second the nomination of one (1) candidate, but only one (1), for each vacant officer position. Prospective candidates may not nominate themselves or second their own nomination. The Chairman of the Election Committee shall review the eligibility to hold office of any member at such member's request and shall make a report on the eligibility of that member within five (5) calendar days thereafter to any interested member. After the nomination period has ended and nominations are closed, the Chairman of the Election Committee shall review the eligibility of all candidates, their nominators and member who seconds the nomination and certify the candidates' eligibility to run for office. The Chairman of the Election Committee shall, in writing within seventy-two (72) hours of the nomination period's end/conclusion, notify all nominees of their eligibility status and shall specifically notify any disqualified nominees of the reason for said disqualification.
- (G) To be elected, a member otherwise eligible to run for office must receive a nomination and his nomination must be seconded and accepted in accordance with these Bylaws. Candidates may only accept nomination for one office. After a candidate has accepted nomination, he may not, under any circumstances, revoke his acceptance after the ballots are printed. If any nominee should die before the election, his name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office. If there is only one (1) nominee for an office and he is finally ruled ineligible after the conclusion

of the nomination period, then the office shall be filled by Executive Board appointment in the same manner as vacancies are filled when they occur during a term of office.

- (H) Nominations for the election of Officers shall be conducted one hundred twenty (120) days prior to the expiration of the Executive Board's term of office. The Chairman of the Election Committee shall, at least thirty (30) calendar days prior to the beginning of the nomination period, give notice to the membership of the dates of the nomination period. Such notice shall be given in the manner determined by the Election Committee, consistent with federal regulations and these By-laws. The nomination period will be opened one hundred twenty (120) days prior to the expiration of the Executive Board's term of office and remain open for no fewer than thirty (30) calendar days.

## **5.2: Officer Election Procedures**

- (A) The election of Officers shall be in accordance with Department of Labor requirements and the procedures promulgated in these Bylaws and the NJASAP Policy Manual.
- (B) Voting shall be conducted by secret ballot among the active members using mail, telephonic, electronic, or any other legally compliant balloting procedures, as approved by the Executive Board. There shall be no proxy voting. Each member shall be entitled to one vote. The Executive Board may choose to employ the services of an independent, third-party vendor to conduct any election, referendum, or polling of the membership.
- (C) A candidate ballot review period shall be completed within ten (10) calendar days directly following the nomination period. Candidates will submit, in writing, the manner in which their name will be listed on the ballot at nomination acceptance.
- (D) Candidates shall be entitled to have one (1) mailer sent to the membership at the Association's expense that shall consist of no more than two (2) pages, printed front and back, on 8.5x11 paper. Candidates shall be entitled to have one (1) e-mail sent to the membership by the Association and at the Association's expense that shall consist of no more than two (2) pages in Adobe Portable Document Format (PDF), or equivalent electronic format. The Chairman of the Election Committee shall not delay the distribution of any candidate's mailing, provided, however, that:
  - (1) he may require that all campaign literature shall be forwarded to the principal office of the Association a reasonable number of days prior to the election, and

- (2) he may, as a matter of policy, provide for the consolidation of campaign distributions on behalf of the candidates to the membership. All candidates shall be given timely notice of such cutoff date. The Association's Master Membership Index and/or Flash-mail Database shall not be utilized by any candidate for campaign purposes.
- (E) Ballots or balloting instructions where electronic voting has been authorized by the Executive Board, shall be mailed to all active members not earlier than fourteen (14) calendar days following the end of the nomination period and not later than twenty-one (21) days prior to the date ballots are counted.
- (F) Candidates shall have the right to have observers present at all phases of the ballot processing procedure. Each candidate, at his own expense, shall have the right to have an observer present for the distribution, collection and tabulation of the ballots. Observers may challenge the eligibility of any voter. Such challenge shall be made in writing at the time of the counting of the ballots with the specific reasons given for such challenge. Challenges shall be investigated by the Chairman of the Election Committee to determine their validity if the challenged ballots are sufficient in number to affect the results of the election. Candidates shall have the right to be present at the counting of the ballots.
- (G) There shall be no write-in candidates. Any ballot containing a write-in candidate shall be void insofar as the vote for that office is concerned and such ballot for that office shall not be considered as having been cast in determining the vote for that office.
- (H) Candidates shall not be listed as a slate on the ballot.
- (I) During the period between the date of election and the end of the term of office, no extraordinary expenditures of the Association's funds shall be made, and no action shall be taken that commits the Association to make such extraordinary expenditures in the future, without the approval of the Officers elect or the membership. An expenditure may be considered to be "extraordinary" if: (a) it is not routine or recurring in the operation of the Association; (b) it is for an amount greater than the Association would normally pay for the particular item in the ordinary course of its business; (c) it establishes new benefits, or increases the amounts of previously authorized benefits, for Association Officers or employees; or (d) the payment would have a significant adverse effect on the financial stability of the Association and/or affect its ability to provide representational services to the membership.

### **5.3: Nomination and Election Protests**

- (A) Any member who seeks to challenge a ruling prior to or after the election concerning a candidate's eligibility to run for office may appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the Appeal Board, which shall render a decision on such challenge within seven (7) days of receiving such challenge.
- (B) In the event there is a protest made concerning an election by any member prior to the holding of the election, such member shall file such protest or charge in writing within forty-eight (48) hours of his knowledge of the event complained of, specifying the exact nature and facts supporting the protest. Such protest or charges shall be made to the Chairman of the Election Committee who shall refer the protest or charges to the Appeal Board for disposition.
- (C) In the event there is a protest made concerning an election by any member after holding of the election, such member shall file such protest or charge in writing within forty-eight (48) hours of his knowledge of the event complained of, specifying the exact nature and facts supporting the protest. In no case may a protest be made later than ten (10) business days from the election count. Such protest or charges shall be made to the Chairman of the Election Committee who shall refer the protest or charges to the Appeal Board for disposition.
- (D) A plurality is required to elect a candidate other than a Trustee to their position. The Trustee position(s) will be filled in order by the candidates receiving the highest number of votes until the vacant positions are filled.
- (E) The election is considered complete following the disposition of any protests. The Chairman of the Election Committee will certify the election and the Vice President of Records will record the results and maintain them at the Association's principle office.

### **5.4: Election Committee Chairperson Election Duties**

In addition to the duties described above, the Chairman of the Election Committee shall retain copies of all requests for distribution for campaign literature and copies thereof, shall make a record of the date the literature was distributed, the cost thereof and the amount received therefore, and shall also retain a copy of the notices of nominations and of the election, a copy of the ballot, the official tally sheet submitted by the tellers, all ballots, ballot return envelopes and such other records including election rules as shall relate to the conduct of the election. All such copies and records shall be retained for no less than one (1) year.

## 5.5: Terms of Office

- (A) An Executive Board Officer's terms of office will be four (4) years beginning on the first day of July and expiring on the last day of June. Newly elected Officers' terms begin upon expiration of the incumbents' terms of office.
- (B) In the event an Officer resigns his position, is unavailable, or otherwise fails to attend meetings and/or perform the duties or responsibilities of his office for six (6) consecutive months or more, the office shall be considered to be vacant. In such event, the office may be declared vacant by a majority vote of the Executive Board. The vacancy will be filled within thirty (30) calendar days for the remainder of the unexpired term by a majority vote of the Executive Board. In such situations, the Officer who resigns or whose position is declared vacant shall not be eligible for appointment to the vacant position or to any other vacant position on the Executive for the duration of the Executive Board's term of office; provided, however, that an Officer who has not resigned or had his position declared vacant may be appointed to a vacant position on the Executive Board and, upon his acceptance of such appointment, his existing position shall be declared vacant and filled in accordance with the procedures of this Section. In situations where the Executive Board is evenly divided in the vote to fill a vacancy in an elected office or the remaining time in an elected office's term, once vacated, exceeds twenty-eight (28) months, the vacancy shall be filled by a vote of the membership utilizing the same provisions and requirements for the election of Officers as set forth in these Bylaws.
- (C) An Officer who ceases to maintain his active membership in the Association during a term of office shall vacate that office automatically upon the date that he ceases to be a member.
- (D) In the event multiple vacancies occur simultaneously and a quorum of the Executive Board is no longer possible, then the vacancies shall be filled immediately by a vote of the membership utilizing the same provisions and requirements for the election of Officers as set forth in these Bylaws. In the event there is no Chairman of the Election Committee, the remaining Executive Board members will appoint a Chairman of the Election Committee to fulfill the election responsibilities of that position. In the event that all Executive Board positions are vacant, then the Association's Office of the General Counsel will immediately conduct an election of Officers as set forth in these Bylaws.
- (E) No Officer may occupy more than one office in the Association at any one time.

## 5.6: Elected Officer Recall Procedures

- (A) Any active member may initiate a recall against an elected official provided the charges are submitted in writing to the Executive Board by petition with no fewer than twenty-five percent (25%) of the active members in support of the petition. The petition must contain the name, current address, original signatures, date of signature that must be within ninety (90) days of the start of the petition, the signatories' Association identification number, a statement of the charges, and the identification of the individual initiating the Officer recall. The statement of charges shall be specific as to the alleged misconduct with citations to the particular provisions of the Bylaws that have been violated.
- (B) Upon receipt of the petition, the Chairman of the Election Committee will validate the authenticity of the signatories to the petition within ten (10) business days. The accused elected official shall be supplied with a copy of the petition, by certified mail, return receipt requested, at his last known address.
- (C) The campaign period for Officer recall shall not be fewer than forty-four (44) calendar days directly following validation of the petition. The petitioner and the Officer shall be entitled to have one (1) mailer sent to the membership at the Association's expense that shall consist of no more than two (2) pages, printed front and back, on 8.5x11 paper. The petitioner and the Officer shall be entitled to have one (1) e-mail sent to the membership by the Association and at the Association's expense that shall consist no more than two (2) pages in PDF or equivalent electronic format. The Chairman of the Election Committee shall not delay the distribution of the petitioner's and the Officer's mailings, provided, however, that (1) he may require all literature shall be forwarded to the principal office of the Association a reasonable number of days prior to the referendum and (2) he may, as a matter of policy, provide for the consolidation of campaign distributions on behalf of the petitioner and Officer to the membership. The petitioner and the Officer shall be given timely notice of such cutoff date. The Association's Master Membership Index and/or Flashmail Database shall not be utilized by the petitioner or the Officer for any purposes.
- (D) The notice of referendum and ballots, or balloting instructions where electronic voting has been authorized by the Executive Board, shall be mailed to all active members not later than twenty one (21) days prior to the end of the balloting period.
- (E) The petitioner and the Officer shall have the right to have observers present at all phases of the ballot processing procedure. The petitioner and the Officer, at their own expense, shall have the right to have an observer, other than the petitioner and the Officer, present for the distribution, collection and tabulation of the ballots. Observers

may challenge the eligibility of any voter. Such challenge shall be made in writing at the time of the counting of the ballots with the specific reasons given for such challenge. Challenges shall be investigated to determine their validity if the challenged ballots are sufficient in number to affect the results of the election. The petitioner and the Officer shall have the right to be present at the counting of the ballots.

- (F) In the event there is a protest made concerning a referendum by any member prior to the holding of the referendum, such member shall file such protest or charge in writing within forty-eight (48) hours of his knowledge of the event complained of, specifying the exact nature and facts supporting the protest. Such protest or charges shall be made to the Chairman of the Election Committee who shall refer the protest or charges to the Appeal Board for disposition.
- (G) In the event there is a protest made concerning the referendum by any member after holding of the referendum, such member shall file such protest or charge in writing within forty-eight (48) hours of his knowledge of the event complained of, specifying the exact nature and facts supporting the protest. In no case may a protest be made later than ten (10) business days from the election count. Such protest or charges shall be made to the Chairman of the Election Committee who shall refer the protest or charges to the Appeal Board as provided for in Section 7.3 of these Bylaws for disposition.
- (H) A majority of the active members of the Association must participate in the referendum vote to validate the referendum. A majority of participating members is then required for the Officer to be recalled via referendum, using methods consistent with these Bylaws. The recall referendum is considered complete following the disposition of any protests. If the recall referendum is complete and was successful, the position is considered immediately vacant.
- (I) Any vacancy in the Executive Board created by the recall process will be filled within thirty (30) calendar days for the remainder of the unexpired term by a majority vote of the Executive Board. The Executive Board cannot appoint any recalled Officer into a vacant position during the remaining term of his office for which he was recalled. In situations where the Executive Board is evenly divided in the vote to fill a vacancy in an elected office, the vacancy shall be filled by a vote of the membership utilizing the same provisions and requirements for the election of Officers as set forth in these Bylaws.

## SECTION 6: MEETINGS AND REFERENDUMS

### 6.1: Executive Board Meetings

- (A) The Executive Board shall convene for the transaction of business at least monthly at a time and location to be determined by the President. At least fourteen (14) calendar days notice of Monthly Executive Board meetings shall be afforded. The notice shall list the date, time and place for the meeting. In extenuating circumstances, a Monthly Executive Board meeting notice may be amended. The amendment must be announced as soon as practicable after the President becomes aware that a postponement is required. All Executive Board members must be notified of the amendment in a timely manner. Special Executive Board meetings may be called by the President or Executive Board provided written notice is given to all members of the Executive Board at least five (5) days in advance of the meeting; provided, however, that this five-day (5) notice requirement may be waived upon unanimous agreement of all Executive Board Members.
- (B) Agenda items submitted by Executive Board members shall be submitted in writing at least five (5) calendar days in advance to enable their incorporation into the meeting agenda. The President will endeavor to comply with this requirement, but may submit agenda items at any time prior to the close of the meeting when expeditious action by the Executive Board is required.
- (C) Unless specified elsewhere in these Bylaws, it shall be a requirement that at least seven (7) members of the Executive Board be present to constitute a quorum for the transaction of business at any meeting of the Board. The action of a majority of the Executive Board present at a meeting at which a quorum is present shall be the action of the Executive Board.
- (D) Monthly Executive Board meetings may be held by teleconference, videoconference or web-based conference to enable attendance by the Officers.
- (E) At the discretion of the President, Executive Board business may be conducted via electronic polling when the Executive Board is not in formal session. All nine (9) members of the Executive Board must participate to constitute a quorum for the transaction of business conducted via electronic means. In the event that Executive Board members are unavailable and/or do not vote within seven (7) consecutive calendar days, a quorum of at least five (5) Executive Board members is required, and the remaining Executive Board members are considered to have abstained. Action taken by the Executive Board via electronic polling shall constitute action of the Board as though the Board were in formal session; provided, that any such action shall be affirmed at the next formal session of the Executive Board.

## 6.2: Membership Meetings

- (A) Membership meetings shall be either General or Special meetings. Videoconferencing, teleconferencing or any other web-based technology may be employed to enable/facilitate observation of such meetings by members unable to attend in person.
- (B) General Membership Meetings: General Membership Meetings shall be held quarterly as scheduled by the President, or more often as determined by the Executive Board. The time and place shall be designated by the President, or as otherwise determined by the Executive Board. No fewer than thirty (30) days notice shall be given to the membership posted on the Association's website.
- (C) Special Membership Meetings: The President may call a Special Membership Meeting. Alternatively, ten percent (10%) of the active members of the Association may submit a written petition for a Special Membership Meeting to the President, setting forth the reasons therefore. The President shall schedule the Special Membership Meeting within forty-five (45) calendar days of receipt of the petition. If the President does not call such meeting, the Executive Board shall schedule the meeting within forty-five (45) calendar days of receipt of the petition. No less than thirty (30) days notice of the date, time and place of any Special Membership Meeting and of the questions to be presented shall be provided to the membership.
- (D) The President shall serve as the presiding chairman for all General and Special Membership Meetings. In his absence, the presiding chairman will be the Vice President of Finance. In the absence of both President and the Vice President of Finance, then the presiding chairman will be the Vice President of Representation.
- (E) Members in attendance at membership meetings shall have the right to express their views, arguments or opinions on any business properly brought before the meeting subject to these Bylaws and the policies adopted by the Executive Board pertaining to the conduct of meetings, provided, however, that no member, in exercising such rights, shall evade or avoid his responsibility to the Association as an institution or engage in or instigate any conduct that would interfere with the Association's performance of its legal or contractual obligations. If it should appear to the presiding chairman that any member is so conducting himself so as to constitute a threat to the orderly conduct of the business of the meeting, the presiding chairman may order the disrupting member ejected, subject to appeal to the membership.
- (F) At any time when, in the judgment of the presiding chairman of the meeting, it appears that the meeting has become so disorderly that there exists a threat of bodily harm or property damage, the presiding chairman shall have the right to adjourn such meeting forthwith, upon

his own motion, and without second, and even though there may be other motions on the floor. There shall be no appeal from such action since it is taken as a result of conditions that prevent the orderly consideration of the appeal.

- (G) Quorum: The quorum of a membership meeting shall be fifteen percent (15%) of the active membership. Only those members attending the membership meeting in person, not by videoconference, teleconference or any other web-based technology, shall be counted toward the quorum. If a quorum is met, members may submit motions from the floor and call for a vote of the members in attendance at the meeting. Members observing the meeting by videoconferencing, teleconferencing or any other web-based technology are not permitted to vote on motions. Motions passing at such meeting shall be binding upon the Executive Board and the Association unless they violate applicable federal or state law, the Collective Bargaining Agreement and/or other sections of these Bylaws.

### **6.3: General Referendums**

- (A) When a referendum is authorized by the Executive Board, reasonable notice shall be given to the membership by the Election Committee Chairperson of the time, date, place and question upon which the referendum is to be held. At least ten (10) days in advance of the referendum, the Executive Board shall adopt rules for the conduct of the referendum.
- (B) The referendum voting period shall be no fewer than twenty-one (21) calendar days.
- (C) Only ballots received from active members in good standing during the balloting period shall be counted in any referendum vote.
- (D) Protests relating to any referendum vote must be submitted to the Election Committee Chairperson, in writing, within forty-eight (48) hours of the member's knowledge of the event being protested. In no case may a protest be made later than fourteen (14) calendar days from the referendum count. The Executive Board shall render a decision on the protest as soon as practicable. Any member who desires to challenge the ruling of the Executive Board shall submit an appeal, in writing, to the Appeal Board within fourteen (14) calendar days after receipt of the Executive Board ruling. The Appeal Board shall respond as soon as practicable in writing as to their decision, which shall be final and binding. All rulings of the Appeal Board shall be sent by certified mail, return receipt requested to the protesting member and any other members involved in the protest. Rulings shall also be maintained and available for review in the Association office upon issuance.

## **SECTION 7: COMMITTEES AND COUNCILS**

### **7.1: Stewards Council**

- (A) Executive Board Officers shall function as Stewards in addition to their functions defined above, unless otherwise provided by the Executive Board. The collective group of qualified Stewards shall be referred to as the Stewards Council.
- (B) Stewards shall be appointed and/or removed by vote of the Executive Board. There shall be at least one Steward for every two hundred and fifty (250) pilots on the pilot seniority list. No Steward vacancy shall go unfilled for more than twelve (12) consecutive months.
- (C) Stewards have no authority to take strike action or any other action not set forth in these Bylaws, or to bargain directly with the Company, or to take any other action interrupting the business of the Company, except as specifically authorized by official action of the Executive Board. The following shall be the functions of a Steward in coordination with the Officers and legal counsel:
  - (1) To monitor and enforce the provisions of the Collective Bargaining Agreement;
  - (2) To ensure Company employees and pilots are not violating the terms of the Agreement;
  - (3) To communicate and ensure compliance with the Association's Bylaws and policies, as well as federal, state, and local laws;
  - (4) To represent and defend fellow pilots the Company believes violated policy or the terms and conditions of the Collective Bargaining Agreement through the minor dispute process or as otherwise provided in the Collective Bargaining Agreement;
  - (5) To investigate and present grievances in accordance with the provisions of the Collective Bargaining Agreement; and
  - (6) To accurately disseminate information in accordance with the Association's policies.

### **7.2: Committees**

Committees and subcommittees of the Association shall be determined by the Executive Board and shall perform such duties and functions as assigned to them by the Executive Board. Committee members shall have no authority to take strike action or any other action not set forth in these Bylaws, or to bargain directly with the Company, or to take any other action

interrupting the business of the Company, except as specifically authorized by official action of the Executive Board. Committee members are expected to comply with the Association's Bylaws, Association policies, and any applicable federal, state and/or local laws.

### **7.3: Appeal Board**

The Executive Board shall appoint seven (7) members to the Appeal Board, two of whom shall be designated at the time of appointment as first and second alternates who shall serve in case of disqualification, recusal or resignation of another member of the Appeal Board. The Appeal Board members may not hold any other elected or appointed position while serving on the Appeal Board, and Appeal Board members who accept nomination for elected office are deemed to have resigned from the Appeal Board at the time they accept the nomination. The term of the Appeal Board members shall expire simultaneously with the expiration of the appointing Executive Board's term unless there exists a pending appeal before the Appeal Board. In such a case, the Appeal Board members' term shall expire upon resolution of the appeal, but in no case shall the Appeal Board members continue to serve more than sixty (60) days following the expiration of the Executive Board's term. The scope of the Appeal Board shall be limited to charges brought forward on a member, or an election/recall or referendum protest.

## **SECTION 8: INDEMNIFICATION AND BONDING**

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### **8.1: Indemnification**

The Association shall indemnify and hold harmless, to the extent permitted by law, the members of the Executive Board, Stewards, Committees, and employees as well as other members authorized by the Executive Board to act on its behalf, against all liabilities, costs and expenses, including attorneys' fees actually and reasonably incurred by him, in connection with any threatened, pending, or completed legal action or judicial or administrative proceeding to which he may be a party, or may be threatened to be made a party, by reason of his actions or omissions within the scope of his authorized duties on behalf of the Association, except with regard to any matters as to which he shall be adjudged in such action or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct in connection therewith. It is the expressed intent of the Association that the indemnity provided for in this section is an indemnity extended by the Association, as indemnifier, to indemnify and protect those being indemnified from the consequences of their own negligence. The Association may provide such indemnification through the purchase of insurance, or any other means, as the Association deems appropriate. The Association reserves the right to select counsel in connection with any action, actual or threatened, for any person who is provided indemnification pursuant to this provision.

### **8.2: Bonding**

With respect to the benefit programs maintained by the Association, the Association shall maintain adequate bonding and liability insurance coverage for the Association and those authorized to act on its behalf in amounts either required by law or deemed appropriate by the Association. Every Officer, agent, employee, or other representative of the Association who handles funds or other property of the Association shall be bonded in accordance with the applicable statutes. The amount of bond required of each person shall be ascertained by the Executive Board and the premium charges shall be paid out of the general funds of the Association. Should the bond of any person required to be bonded be cancelled after surety coverage has been afforded, then the Association shall endeavor to arrange either for reinstatement of his coverage or the substitution of another bond meeting the requirements of the law to take the place of the cancelled bond. However, during the period such person or a new Officer is not covered by such surety bond, the Executive Board shall make whatever arrangements shall be necessary to relieve such person of the handling of any money or property of the Association. If the Association is unable to provide an employee or Officer with the surety bond required in conformity with statute within thirty (30) days, the Executive Board shall be authorized and empowered to permit him to remain in his office or position

under such arrangements as it may consider reasonable, but shall not require or permit him to handle any of the money or control any of the property of the Association.

## **SECTION 9: NEGOTIATIONS AND AGREEMENTS**

### **9.1: Surveys**

The Executive Board may conduct collective bargaining surveys of the membership, balancing necessity with fiduciary responsibility. When fiduciary responsibility is met, the initial bargaining survey is to be completed in advance of bargaining, if possible, and annually throughout the bargaining cycle. Approved methods of polling include electronic, telephonic and/or hard copy. The Executive Board may choose to employ the services of an independent third-party to conduct any survey of the membership.

### **9.2: Negotiations**

- (A) The Negotiating Committee shall be maintained under the direct authority of the President. Members of the Negotiating Committee shall be appointed and/or removed by the Executive Board.
- (B) No Executive Board member or Committee member shall conduct conferences or negotiations having the purpose, intent, or effect of amending, modifying or extending the Collective Bargaining Agreement, with any party, without full disclosure of the existence of such conferences or negotiations to the full Executive Board and membership. If conferences are to be held and the subject matter is confidential or competitive in nature, then only the Executive Board shall be notified.
- (C) All tentative agreements shall be submitted by the Negotiating Committee to the Executive Board for review. After reviewing the tentative agreement, the Executive Board must vote to send the agreement to the membership for a ratification vote or to reject the agreement and send it back to the Negotiating Committee.
- (D) In order to bind the Association, amendments to the basic Collective Bargaining Agreement (other than the letters qualified in CBA Section 3.3) relative to pay, benefits or work rules, scope, successorship, seniority integration, and duration shall be ratified by the membership in accordance with the procedures set forth in Section 6.3 of these By-laws..
- (E) No agreement shall become effective until it bears the signature of the President of the Association or other Association Officers as authorized by the Executive Board.

### **9.3: Letters of Agreement, Clarification, Instruction or Memorandums of Understanding**

Any Letter of Agreement, Memorandum of Understanding, Letter of Instruction, Letter of Clarification, or any other agreement with the Company that is intended to substantially modify the Collective Bargaining Agreement or that may provide an overall lesser condition relative to pay, benefits, work rules, scope, successorship, or duration must be ratified by the membership in accordance with the procedures set forth in Section 6.3 of these Bylaws. Such agreements that do not substantially modify the Collective Bargaining Agreement or do not provide an overall lesser condition relative to pay, benefits, work rules, scope, successorship, or duration shall be approved by majority vote of the Executive Board and made available to the membership.

### **9.4: Ratification of Agreements**

- (A) Ratification of tentative agreements shall be subject to a membership referendum vote in accordance with the procedures set forth in Section 6.3 of these Bylaws and any additional rules adopted by Executive Board.
- (B) When a final tentative agreement has been reduced to writing, copies of all written proposals shall be made available for the affected membership by mail and posted on the Association's website. The Vice President of Records shall secure official copies of all final agreements and maintain them at the Association's principle office. Copies of all official agreements must be made available for the membership at the Association's principle office.

### **9.5: Grievance Resolution**

The Executive Board may ratify, by majority vote, grievance settlements on behalf of the Association. The Executive Board may appoint an Association member or employee to act on their behalf with regards to grievance settlements. The Executive Board will, by majority vote, determine which grievances should be submitted to arbitration and/or expedited arbitration, consistent with the current Collective Bargaining Agreement.

### **9.6: Self-Help**

- (A) If, after the Negotiating Committee has utilized reasonable means for achieving an agreement during Section 6 Negotiations, a tentative agreement cannot be reached with the Company, then the matter shall be subject to the Association exercising its right to self-help (e.g., strike). Prior to calling a strike, the Executive Board shall conduct a strike vote of the full membership. A strike may only be taken if approved by a majority of all active members.

- (B) Self-help actions shall only be terminated by majority vote of the Executive Board.
  
- (C) Notification of actions to engage in or to terminate self-help actions shall be published on the Association's website, released via electronic mail, and made available by way of telephonic message to the full membership within one (1) hour of the Executive Board's vote to take such action. The President may call for a vote of the Executive Board on any strike-related issue with no fewer than four (4) hours notice to each member of the Executive Board.

## **SECTION 10: HEARING AND DISCIPLINARY PROCEEDINGS**

### **10.1: Discipline**

Any member is subject to disciplinary action, including but not limited to fines, suspension or expulsion from the Association, for any of the following acts:

- (A) Willfully acting as a strike-breaker (scab) pilot during any duly authorized pilot strike, as determined by the striking authority;
- (B) Willful violation of these Bylaws;
- (C) Willful neglect in paying dues, assessments, or fines levied by the Association;
- (D) Misappropriating money or property of the Association;
- (E) Willful violation of the Collective Bargaining Agreement;
- (F) Initiating and/or prosecuting charges in bad faith (malicious or frivolous charges) against another NJASAP member;
- (G) Gross and willful violation of the Electronic Message Board Terms of Service; and
- (H) Any act contrary to the best interests of NJASAP as an institution or its membership as a whole.

### **10.2: Charges**

- (A) Any active member may bring charges against another member. All charges shall be in writing and submitted to the NJASAP Vice President of Representation by certified mail, return receipt requested. The charges shall be specific as to the alleged misconduct with citations to the particular provisions of these Bylaws that have been violated. The accused member shall be supplied with a copy of the charges, by certified mail, return receipt requested, at his last known address. The accused member will have fourteen (14) days to file a written response to answer initial charges. The Vice President of Representation shall distribute the charges to the Executive Board. The Executive Board shall rule by majority vote on the charges.
- (B) Charges levied against elected officers alleging failure to accomplish the duties of the position which they hold as set forth in these Bylaws shall follow the recall procedures established in Section 5 of these Bylaws.

- (C) All proceedings shall be scheduled and conducted so as to minimize the cost to the Association and its membership. All mailed notices and written submissions, including decisions and appeals shall be sent by certified mail, return receipt requested to the Vice President of Representation who is charged with the expeditious distribution of all materials to relevant parties. In the event that a party refuses to accept a certified mailing, he or she shall be deemed on notice of the contents of the documents.
- (D) All charges must be filed within six (6) months of the alleged offense.

### **10.3: Hearing**

- (A) In the first instance of charges, the Executive Board is charged with determining whether the charges submitted set forth a claim cognizable under these Bylaws. The Executive Board may decide the charges on the basis of evidence or arguments submitted or they may convene a hearing in the event that they determine material facts are in dispute. No hearing shall be convened unless the accused member and accuser have been given written notice at least twenty (20) days before the hearing.
- (B) A member of the Executive Board shall not participate in reviewing or hearing the charge if that Executive Board member has a personal interest in the subject matter of the charge, and that personal interest is adverse to that of the charging party or the accused. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Executive Board. The Officer alleged to be disqualified shall not vote on whether he is qualified to continue participating in the case. If the member charged or preferring the charges is a member of the Executive Board, or if a member of the Executive Board is unable to attend the hearing for any reason, then the President shall appoint an uninvolved member as a substitute. If either the President is charged or is preferring the charges, or is unable to attend the hearing for any reason, the remaining members of the Executive Board shall appoint a substitute.
- (C) In the event of a hearing, both the accused member and accuser shall have the right to be represented by an active member. If either party fails to appear at a scheduled hearing, they shall be deemed to have waived their right to an appeal, unless the Appeal Board finds that good cause is shown for the failure to appear at the hearing. Hearings may be conducted via teleconference or web-based conference. In no case shall the Association be responsible for travel expenses of the accuser or accused member should they elect to travel to the Association offices for the hearing.

## **10.4: Appeals**

Any member who desires to challenge a ruling of the Executive Board shall submit an appeal, in writing, to the Appeal Board within fourteen (14) calendar days after receipt of the Executive Board ruling. The Appeal Board shall respond in writing as to their decision, which shall be final and binding. All rulings of the Appeal Board shall be sent by certified mail, return receipt requested to the accused member and the accuser. Rulings shall also be maintained and available for review in the Association office upon issuance.

## SECTION 11: AMENDMENTS

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- (A) Proposed amendments to these Bylaws may be submitted by the Executive Board or by petition from the membership. Recommendations for changes to these Bylaws may be submitted by the membership to the Executive Board at any time. Proposed amendments by the Executive Board require majority vote by the Executive Board to go to referendum. Proposed amendments by the membership shall be submitted in writing to the Executive Board by petition of no fewer than fifteen percent (15%) of the active members to go to referendum. Petition submissions can be made either in person at General Membership Meetings of the Association or prior to said meetings via certified mail, return receipt requested, to the Vice President of Representation. Advance submissions must be received in the Association's primary office five (5) business days prior to the General Membership Meeting. Petitions must contain the signature, Association Identification Number and date of signing of all members signing the petition. Further, signatures obtained more than ninety (90) days prior to the submission of the petition are not valid.
- (B) The proposed amendments shall be posted on the Association's website, distributed as approved by the Executive Board, and read at one (1) General Membership Meeting. A majority of the active members of the Association must participate in the referendum vote to validate the referendum. A plurality of participating members is required for the Bylaws to be amended via referendum, using methods consistent with these Bylaws.

**PROVISO FOR THE ELECTION OF OFFICERS**.....

- (1) The following provisions are solely for the purpose of transitioning to four-year (4) terms as contemplated by these Bylaws and shall remain in effect only to complete the actions contemplated therein.
  - (A) The terms of office for the President, Vice President of Committees, and Vice President of Records elected in 2008 and the Trustee with the lowest vote count in the 2008 election shall end June 30, 2010.
  - (B) The terms of office for the Vice President of Finance, Vice President of Representation, and Vice President of Industry Affairs elected in 2008 and the Trustees who did not have the lowest vote count in the 2008 election shall end June 30, 2012.
- (2) The first person to fill the Vice President of Contract Administration position shall be a member of the currently elected Executive Board and shall be appointed from the Trustees who did not have the lowest vote count by the Executive Board. His term of office shall end June 30, 2012.