

# NJASAP

## NetJets Association of Shared Aircraft Pilots Constitution and Bylaws for Governance



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## **ARTICLE I: GENERAL**

### **Section 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 pilot craft or class as the certified bargaining representative for pilots in the service of NetJets Aviation, Inc., its affiliates, assignees, or successors (hereinafter referred to as the “Company”).

### **Section 2: Home Office Location**

The general office and headquarters of NJASAP shall be in the Columbus, Ohio metropolitan area. The headquarters may be changed by Executive Board action in accordance with the applicable provisions of this Constitution and Bylaws.

### **Section 3: Duration**

The duration of NJASAP shall be perpetual, or until it is dissolved as provided for in this Constitution and Bylaws. 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. All of the liquid assets shall then be prorated to the active and associate 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. NJASAP may be dissolved through an affiliation or merger that must be ratified by the membership in accordance with the procedures set forth in Article V, Section 3 of this Constitution and Bylaws or by a representation vote conducted by the National Mediation Board in accordance with the Railway Labor Act (RLA).

### **Section 4: Government**

This Constitution and 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 this Constitution and Bylaws.

### **Section 5: Parliamentary Law and Rules of Order**

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

### **Section 6: Fiscal Year**

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

### **Section 7: Authorization of Monetary Obligations**

(A) All bills payable, notes, checks, or other negotiable instruments of NJASAP must be approved by the Executive Board, shall be made in the name NJASAP, and shall be signed by the Vice President of Financial Affairs and the President. The signatories must sign all properly approved and legal expenses.

(B) If either the Vice President of Financial Affairs or President is not available, the Vice President of Financial Affairs or President may authorize a proxy signatory for matters approved by the Executive Board. The authorized proxies are the Vice President of Representational Affairs and the Vice President of Records, Communications and Technology. The President or Vice President of Financial Affairs will designate the authorized proxy in writing to the Executive Board.

(C) All bills payable, notes, checks or other negotiable instruments of NJASAP, other than recurring expenses, in excess of \$1,000 require Executive Board approval. All bills payable, notes, checks or other negotiable instruments of NJASAP for \$1000 or less, may be approved by either the President or the Vice President of Financial Affairs 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.

(D) 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 Article 1, Section 6 of this Constitution and Bylaws.

(E) The President or the Vice President of Financial Affairs may each, from time to time, approve 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. The President and the Vice President of Financial Affairs may each appoint a designee, who shall be bonded in an amount consistent with the amount of funds over which he may have control, to sign checks for and draw upon such administrative accounts. 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 endorse the

same in the name of NJASAP or contract or cause to be contracted any debt or liability in the name or on behalf of NJASAP except as expressly provided in this Constitution and Bylaws.

### **Section 8: Policy Manual**

The Executive Board shall approve a Policy Manual, which will be made available to the membership at the Association's primary office and on its website. The membership will be provided official notification on the Association's website of all substantive changes to the Policy Manual within fourteen (14) calendar days of approval of such change by the Executive Board.

### **Section 9: Seal**

The official Seal of the NJASAP:



## **ARTICLE II: OBJECTIVES AND RIGHTS OF NJASAP**

### **Section 1: Organizational Objectives**

(A) To unite into one 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 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 through collective bargaining and the enforcement of agreements, utilizing all legal and lawful economic 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, as well as 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 which advance the interests of this 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 this 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 this Association to carry out its duties and to achieve the objectives set forth in this Constitution and Bylaws and for such additional purposes and objectives not inconsistent therewith as will advance the interests of this Association and its members, directly or indirectly; and

(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 communications, and continual development as a labor organization dedicated to the professional representation of professional pilots.

## **Section 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 to safety and security.

(B) Professional representation for professional pilots is the corner stone to industry leading pilot representation. While the RLA requires a duty of fair representation, NJASAP and its members believe "fair" is a minimum standard and this labor organization must strive to exceed the highest labor standards for individual members and the bargaining

unit as a whole. The Association will always seek to secure, improve, and enforce pilot job security, wages, benefits, and work rules.

(C) Integrity and democracy are essential elements to an effective labor organization. The leadership and membership are expected to perform their duties, responsibilities, and membership 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, this Association will excel in meeting membership objectives.

(E) Professionalism and excellence is expected of every member at all times.

### **Section 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 Constitution and 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 and will realize that as a representative, 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.

## **ARTICLE III: MEMBERSHIP**

### **Section 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 this Constitution and Bylaws and rulings of the Executive Board. Each individual who chooses to become a member will be issued an Association identification number, thereby pledging to honor the law, this Constitution and 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.

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 or her status as a member in accordance with Article IX of this Constitution and Bylaws.

## **Section 2: Membership Status**

The Association shall make available the Membership Status List for inspection by any member or members, at the Association's principal office during regular business hours. Copying or removal of the Membership Status List from the Association's principal office shall be in accordance with the Association's policies and procedures.

(A) **Active Membership Status:** Active Membership Status shall be assigned to flight deck operating crewmembers, including Supplemental Duty Position holders, who meet the eligibility requirements set forth in this Article III, upon application and approval.

(B) **Associate Membership Status:** Associate Membership Status may be assigned to flight deck operating crewmembers, including Supplemental Duty Position holders, while on Leave of Absence as defined by the Collective Bargaining Agreement who voluntarily meet the obligations of Section 3 of this Article.

(C) **Management Pilot Membership Status:** Management Pilot Membership Status shall be assigned to a member who is employed by the Company and is on the NetJets Seniority List in a management position for which total compensation is not defined by the Collective Bargaining Agreement. Management pilot members shall be 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 flight deck operating crewmembers, including Supplemental Duty Position holders, who meet the eligibility requirements set forth in this Article III, upon application and approval and are in one of the following employment classifications, as defined by the Collective Bargaining Agreement:

- (1) Furlough,
- (2) Medical Leave of Absence/FMLA,
- (3) Personal Leave of Absence, or
- (4) Military Leave of Absence.

In order to be assigned to Inactive Membership Status while on Leave of Absence as defined above, a member must submit a request in writing to the Association's office; they will not be required to pay dues. Members placed in suspension in accordance with Article IX shall automatically be assigned Inactive Membership Status.

### **Section 3: Membership Fees & Dues**

(A) The monthly dues to maintain Active Membership Status of this Association shall be one and one-half percent (1.50%) of gross earnings. General or special assessments to be levied may be adopted as provided herein.

(B) The monthly dues to maintain Associate Membership Status of this Association shall be zero point nine zero percent (0.90%) of equivalent earnings. 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.

(C) 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) A thirty (30) calendar day notice shall be provided to the membership indicating that a membership vote to change the dues rate or to authorize a general/special assessment will be conducted. The notice will include the percentage change or levy with a reasonable explanation for the change.

(2) A majority vote of the membership voting in the referendum will be required prior to implementation.

(D) Any member, who becomes three (3) calendar months in arrears in the payment of dues, assessments, or other charges, shall be automatically suspended and placed in Inactive Membership Status at the end of the third month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically 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 or Associate Membership Status, provided, however, the

payment of dues shall not restore Active or Associate 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 occurring due to the Association's administrative errors.

#### **Section 4: Membership Rights and Obligations**

(A) Active and associate 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 hold NJASAP office, serve as a Steward, and shall not serve on NJASAP committees. Crewmembers holding temporary management positions as defined in the Collective Bargaining Agreement, while classified as Active Members, are not eligible to seek or 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 hold NJASAP office, serve as a Steward, and shall not serve on NJASAP committees.

(D) Members of the Association shall accept and agree to abide by the Constitution and Bylaws of NJASAP as they are in force or as they may be amended, changed, or modified in accordance with the provisions of this Constitution and Bylaws.

(E) Every member, by virtue of his membership in this Association, authorizes this 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 as a bargaining unit. 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. Any member, who disagrees with the decision to decline to process any grievance, may present evidence to Executive Board. A final determination as to the disposition of the matter shall be made by the full Executive Board.

(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 that 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 performance by this Association 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 this Association as the collective bargaining agent for NetJets pilots.

(H) Membership in this 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 this 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, and fines shall be obligated to pay such obligations. 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, in particular, members of management, unless specifically authorized to do so by the Executive Board. Issues of the NJASAP Message Board, flash mail messages, voice mail messages, hotline messages, 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.

#### **ARTICLE IV: OFFICERS AND TERMS OF OFFICE**

##### **Section 1: Officers Defined**

The Officers of the Association shall be: the President, Vice President of Financial Affairs, Vice President of Representational Affairs, Vice President of Industry Affairs, Vice President of Records, Communication and Technology, Vice President of Committee Affairs, and three Trustees. These Officers shall constitute the Executive Board of the Association.

##### **Section 2: Eligibility**

Only active and associate members shall be eligible for nomination and election to the Executive Board. An Officer who retires during a term of office shall vacate that office automatically upon retirement.

### **Section 3: Authority and Function**

(A) The Executive Board bears fiduciary responsibility for the Association. Except as may be otherwise provided in this Constitution and 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 this Constitution and 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 President in office at the time such action is taken. This shall not prevent the Executive Board from entering into bona fide agreements upon an affirmative vote of the membership. This provision shall not apply to office space lease agreements of reasonable duration.

(C) The Executive Board, in addition to such other general powers conferred by this Constitution and Bylaws, is hereby authorized to:

(1) Make and change policies not inconsistent with this Constitution and Bylaws and/or national, state or local laws for the management and conduct of the affairs of this Association;

(2) Administer Association Duty Pay and Flight Pay Loss policies. The intent of Association Duty Pay is to compensate the 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 (*i.e.* hourly overtime pay, extended day pay, holiday pay, after midnight compensation) that may occur while performing Association duties. The Board will establish 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 available 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 and in accordance with the provisions of this Constitution and Bylaws;

(4) Establish a dues check-off procedure for Officers, Stewards, and employees compensated by this Association;

(5) 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;

(6) 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;

(7) 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;

(8) Fill all vacancies in office or elected positions that occur during the term of such office for the remainder of the unexpired term in the manner provided by this Constitution and Bylaws;

(9) Transact all business and manage and direct the affairs of the Association between Monthly Executive Board and Quarterly Membership Meetings; delegate the authorities provided herein to Officers as provided by this Constitution and Bylaws on condition that the action of such Officers be ratified by the Executive Board;

(10) 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, excepting for routine expenditures not of a substantial nature;

(11) 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 Quarterly Membership Meeting;

(12) 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;

(13) 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;

(14) Determine the eligible membership per the Constitution and Bylaws, which shall vote on Officer elections, referendums, agreements, and strikes;

(15) Review and make determinations on interpretations of this Constitution and Bylaws rendered between Monthly Executive Board and Quarterly Membership Meetings by the President;

(16) Establish policies, systems, and procedures for the enforcement and administration of Collective Bargaining Agreements.

(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 Constitution and 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.

(1) At least fifteen (15) calendar days notice of Monthly Executive Board meetings shall be afforded. In extenuating circumstances, an Executive Board monthly meeting notice may be amended. The amendment must occur as soon as practicable after the President becomes of aware that a postponement is required. All Executive Board members must be notified of the amendment in a timely manner. The notice shall list the date, time and place for the meeting.

(2) Agenda items submitted by Executive Board members shall be submitted in writing at least five (5) calendar days in advance to enable their incorporation in 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.

(3) Unless specified elsewhere in this Constitution and Bylaws, it shall be a requirement that at least five (5) members of the Executive Board be present to constitute a quorum for the transaction of business at any meeting. 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.

(4) Monthly Executive Board meetings may be held by teleconference or videoconference to enable attendance by the Officers.

(5) The Executive Board may act by electronic means on all matters requiring its action when the Executive Board is not in formal session. When action by the Executive Board is required, any member of the Executive Board may present a motion and obtain a vote by electronic means; provided, however, that whenever action is sought by electronic means all members of the Executive Board shall be polled. 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 occurring via electronic means. In the event Executive Board members are unavailable via electronic means for seven (7) calendar days, a tally of five (5) Executive Board members will constitute action by the Executive Board and the remaining Executive Board members are considered to have abstained. Such action so taken by the Executive Board shall constitute action of the Board as though the Board were in formal session; provided, that any such action shall be confirmed at the next formal session of the Executive Board. No action by the Executive Board shall be taken on any item or matter not raised by the President when the Board is not in formal session.

#### **Section 4: Duties of Officers**

##### (A) President

(1) 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 and supervise the Association's representatives which shall include: Officers, Stewards, committee members, and employees in order to affirm leadership accountability and direction whereby the aforementioned representatives perform the duties and responsibilities provide delineated in this Constitution and Bylaws.

He shall sign all notes, checks, drafts or bills of exchange, warrants or other orders of payment of money duly drawn by the Vice President of Financial Affairs as required herein, enforce the Constitution and 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.

On behalf of the Executive Board, the President shall administer the policies and objectives of the Association to the members and to ensure the highest standard in membership representation and services.

(2) Subject to the approval of the Executive Board, the President shall:

(a) Determine the number of employees and their wages. Employee benefits and work rules will be defined in the NJASAP Policy Manual and are subject to change by a majority vote of the Executive Board.

(b) Select the attorneys, accountants, or other special or expert services to be retained by the Association.

(c) Shall 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 also 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 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 Quarterly 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.

#### (B) Vice President of Financial Affairs

(1) It shall be a function of the Vice President of Financial Affairs to perform, generally, all duties incidental to the office and such other duties, as from time to time may be assigned to him by Executive Board or the membership by resolution. He shall make at least quarterly a report including 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.

(2) The Vice President of Financial Affairs shall make available to the membership a copy of the last Quarterly and Annual Financial Report. He shall also make available for inspection by any member or members, at the Association's principal office during regular

business hours, any prior Quarterly or Annual Financial Report which maybe subject by statute to such inspection. Copying 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.

(3) The Vice President of Financial Affairs shall keep an accurate chart of accounts tracking all monies receivable and payable by the Association. He shall provide receipts for any cash pay dues 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 this Constitution and Bylaws and applicable law.

(4) The Vice President of Financial Affairs 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. Membership lists shall not be open to inspection or copied by any member except as, and to the extent, required by law or this Constitution and Bylaws.

(5) Whenever a Vice President of Financial Affairs' term of office expires or is otherwise terminated, he shall ensure that his successor is properly bonded before he transfers the responsibilities 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 for a period of no less than seven (7) years or as required by applicable law.

#### (C) Vice President of Representational Affairs

(1) It shall be the duty of the Vice President of Representational Affairs 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.

(2) The Vice President of Representational Affairs shall manage all administrative functions of the Association's business office including the monitoring of staff functions and duties as defined in the Association's Policy Manual, tasking generated by the Executive Board, and all administrative activities of the Association's volunteers.

(3) The Vice President of Representational Affairs will chair Monthly Executive Board meetings and Quarterly Membership Meetings in the President's absence.

(4) The Vice President of Representational Affairs is responsible for conducting all referendums and elections.

(D) Vice President of Records, Communications and Technology

(1) It shall be the function of the Vice President of Records, Communications and Technology to attend Monthly Executive Board and Quarterly Membership Meetings and to prepare minutes of those proceedings. Minutes shall reflect motions made at meetings and shall specify their adoption or rejection and each quorum member's vote. Minutes shall specifically include all financial transactions approved at the meeting. He shall keep a record of the names of the members of the quorum and 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, Communications and Technology is unable to attend the above listed meetings, he shall appoint a member to prepare minutes pro tempore who shall have the duties set forth above. Minutes of meetings 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, Communications and Technology 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: Monthly Executive Board Meetings, Quarterly 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, Communications and Technology 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.

(4) The Vice President of Records, Communications and Technology 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. He will make available, electronically or

otherwise, to every pilot on the seniority list, a copy of this Constitution and Bylaws if so requested.

(5) It shall be a function of the Vice President of Records, Communications and Technology 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 Committee Affairs

It shall be the duty of the Vice President of Committee Affairs to oversee the Association's volunteer committee structure. The Vice President of Committee Affairs shall present recommendations for committee establishment or dissolution, committee chairman and member recommendations 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 Committee Affairs shall assist the President with administering any Collective Bargaining Agreement joint committee duties.

#### (G) 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 Financial Affairs 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 Financial Affairs 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 for a period of no less 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 Trustees shall perform the above functions. In performing their functions, the Trustees may avail themselves of the services of the Certified Public Accountants retained by the President.

### **Section 5: Limitations of Officers**

A member who is elected to any Association position will not negotiate directly or indirectly with the Company without the express consent of the Executive Board.

### **Section 6: Nomination & Eligibility**

(A) Every active or associate member whose dues are paid in full through the month proceeding the nomination period shall have the right to nominate, vote for, or otherwise support 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.

(B) To be eligible for election to any office in this Association, a member must be in continuous active or associate member status in this Association for a period of no less 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 active or associate member status required by this Section as a condition of eligibility for office. However, a member on dues check-off whose employer fails to make a prior deduction during any month in which the member has earnings from which the dues could have been deducted, shall not lose active or associate member status for that month. In such an event, the Association shall notify the member of his employer's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain active or associate member status.

(C) No more than six (6) calendar months prior to the date of the election, the Vice President of Representational Affairs shall establish a schedule for the upcoming election. The schedule and a notice of 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 this Constitution and Bylaws, which is available upon request.

(D) Nominations shall be made by an active or associate member, other than a nominee, and seconded by an active or associate 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. 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 office open. Prospective candidates may not nominate themselves or second their own nomination. The Vice President of Representational Affairs 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 Vice President of Representational Affairs 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 Vice President of Representational Affairs shall, verbally and/or in writing within seventy-two (72) hours of the nomination period ending, notify all nominees of their eligibility status and shall specifically notify any disqualified nominees of the reason for said disqualification.

(E) A member otherwise eligible to run for office shall become a bona fide candidate only upon his nomination for office and acceptance of the nomination. 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.

(F) Nominations for the election of officers shall be conducted one hundred twenty (120) days prior to the expiration of the position's term of office. The Vice President of Representational Affairs 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 and the offices for which nominations will be accepted. Such notice shall be given in the manner determined by the Executive Board, consistent with federal regulations and this Constitution and Bylaws. The nomination period will be opened one hundred twenty (120) days prior to the expiration of the position's term of office and remain open for no less than thirty (30) calendar days.

### **Section 7: Officer Election Procedures**

(A) The election of officers shall be accordance with the Department of Labor, and the procedures promulgated in this Constitution and Bylaws and the Association's Policy Manual.

(B) Voting shall be conducted by secret ballot among the active or associate 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 such 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 seven (7) calendar days directly following the nomination period. Candidates shall be listed as individuals on the ballots. Candidates will submit the manner in which their name will be listed on the ballot at nomination acceptance, whether in writing or in person prior to the close of the ballot review period.

(D) The campaign period shall be conducted within no less than forty-four (44) calendar days directly following the ballot review period. 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 that state the candidate's expression on his intent to run and specific position platform. 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 no more than two (2) pages in Adobe Portable Document Format (PDF) that states the candidate's expression on his intent to run and specific position platform. The Vice President of Representational Affairs 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 membership

address list or e-mail list shall not be utilized by any candidate for campaign purposes except for the one Association mailer and e-mail provided for herein.

(E) The notice of election and ballots, or balloting instructions where electronic voting has been authorized by the Executive Board, shall be mailed to all active and associate members not earlier than fourteen (14) calendar days following the start of the campaign period and not later than fifteen (15) days prior to the election date.

(F) The Vice President of Representational Affairs, to the extent required by law, shall upon reasonable notice make available for inspection by any bona fide candidate the membership list of the Association once within thirty (30) days prior to the end of the election period. No candidate shall be permitted to copy, or be provided a copy, of any names, addresses, or e-mail address of membership shown on such list and such inspection shall only be made in the presence of the Vice President of Representational Affairs or his designee.

(G) 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, other than the candidate, 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. Candidates shall have the right to be present at the counting of the ballots.

(H) 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.

(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 without the approval of the officers-elect or the membership.

### **Section 8: 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 shall 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 Vice President of Representational Affairs 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 Vice President of Representational Affairs 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 votes until the vacant positions are filled. The election is considered complete following the disposition of any protests. The Vice President of Representational Affairs will certify the election and the Vice President of Records, Communications and Technology will record the results and maintain them at the Association's principle office.

### **Section 9: Vice President of Representational Affairs Election Duties**

In addition to the duties described above, the Vice President of Representational Affairs 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.

### **Section 10: Terms of Office**

(A) Each term of office will be three (3) years in duration and expire on the last day of the month. Newly elected officers' terms begin upon expiration of the incumbent's term 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 situations where 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 this Constitution and Bylaws.

(C) 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 this Constitution and Bylaws. In the event the office of the Vice President of Representational Affairs is vacant, the remaining Executive Board members will appoint an Executive Board member to fulfill the election responsibilities of the Vice President of Representational Affairs. 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 this Constitution and Bylaws.

(D) No Officer may occupy more than one office in the Association at any one time.

### **Section 11: Elected Officer Recall Procedures**

(A) Any active or associate 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 or associate 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 Constitution and Bylaws that have been violated.

(B) Upon receipt of the petition, the Vice President of Representational Affairs (or Executive Board designated proxy) 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 be not less 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 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. The Vice President of Representational Affairs (or Executive Board designated proxy) shall not delay the distribution of the petitioner's and the officer's mailings, provided, however, that (1) he may require that 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 membership address list or e-mail list shall not be utilized by the petitioner or the officer for any purposes except for the one Association mailer and e-mail provided for herein.

(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 and associate members not later than fifteen (15) days prior to the end of the balloting period.

(E) The Vice President of Representational Affairs (or Executive Board designated proxy), to the extent required by law, shall upon reasonable notice make available for inspection by the petitioner and the officer, the membership list of the Association once within thirty (30) days prior to the end of the election period. Neither the petitioner nor the officer shall be permitted to copy, or be provided a copy, of any names, addresses, or e-mail address of membership shown on such list and such inspection shall only be made in the presence of the Vice President of Representational Affairs (or Executive Board designated proxy).

(F) 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.

(G) 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 Vice President of Representational Affairs (or Executive Board designated proxy) who shall refer the protest or charges to the Appeal Board for disposition.

(H) 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 Vice President of Representational Affairs (or Executive Board designated proxy) who shall refer the protest or charges to the Appeal Board for disposition.

(I) A majority of the active and associate 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 this Constitution and 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.

(J) 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 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 this Constitution and Bylaws.

## **ARTICLE V: MEETINGS**

### **Section 1: Types of Meetings, Voting & Quorum**

The Executive Board shall convene for the transaction of business at least monthly and at a time and location to be determined by the President. 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.

(A) Meetings may be conducted via teleconference or web-based conference. At least five (5) Executive Board members must be present to conduct business requiring a majority vote.

(B) At the discretion of the President and in accordance with the provisions of Article IV, Section 3 of this Constitution and Bylaws, business may be conducted via electronic polling. At least seven (7) Executive Board members must be present to conduct business via electronic polling requiring a majority vote. In the event 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.

### **Section 2: Membership Meetings**

Membership meetings shall be either General or Special meetings. Videoconferencing, teleconferencing or any other web-based technology may be employed to conduct such meetings.

**(A) 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 Executive Board. No less than thirty (30) days notice shall be given to the membership and posted on the Association's website.

**(B) Special Membership Meetings:** The President may, on his own motion, call a Special Membership Meeting. Ten percent (10%) of the active and associate members of the Association may submit a written petition for a Special Membership Meeting to the President, setting forth the reasons therefore, and the President shall schedule the Special Membership Meeting within a reasonable time. The Special Membership Meeting must occur 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 Meeting and of the questions to be presented, shall be provided to the membership.

**(C)** 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 Representational Affairs. In the absence of both President and the Vice President of Representational Affairs, then the presiding chairman will be the Vice President of Financial Affairs.

**(D)** 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 this Constitution and 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.

**(E)** 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 exist 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 result of conditions.

(F) **Quorum:** The quorum of a membership meeting shall be ten percent (10%) of the active and associate membership. If a quorum is met, members may submit motions from the floor and call for a vote of the members in attendance. 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 this Constitution and Bylaws.

### **Section 3: General Referendums**

(A) When a referendum is authorized by the Executive Board, reasonable notice shall be given by the Vice President of Representational Affairs of the time, date, place and question upon which the referendum is to be held. The Executive Board shall, at least ten (10) days in advance of the referendum, adopt rules for the conduct of the referendum. The question shall be presented to the active and associate membership for consideration via mail, website, electronic mail, telephonic means, or any combination thereof for a period of not less than fourteen (14) calendar days prior to the commencement of the voting on the referendum.

(B) The referendum voting period for a mail ballot shall be no less than fourteen (14) calendar days following completion of the campaign period. When utilizing electronic or telephonic voting, the balloting period shall be no less than fourteen (14) calendar days following completion of the campaign period.

(C) Only ballots received from active or associate members throughout the balloting period shall be counted in any referendum vote.

(D) Protests relating to any referendum vote must be submitted to the Vice President of Representational Affairs in writing within forty-eight (48) hours of the member's knowledge of the event complained of. 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 within thirty (30) calendar days of the referendum count. 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 within thirty (30) days of receiving the appeal 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.

## **ARTICLE VI: COMMITTEES & COUNCILS**

### **Section 1: Stewards' Council**

(A) The Executive Board officers of the Association 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 elected 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. The Executive Board will determine if their members will count toward the minimum required number of Stewards. 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 this Constitution and 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 this Association's Constitution and 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.

### **Section 2: Committees**

Committees and sub-committees 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. Every committee will have a Steward assigned to serve as the liaison with the

Executive Board and provide oversight. A Steward can also serve as a Committee Chairman. Committee members shall have no authority to take strike action, or any other action not set forth in this Constitution and 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 this Association's Constitution and Bylaws, Association policies and any applicable federal, state or local laws. No member may act as a representative of the Association as a committee member until approved by the Executive Board.

### **Section 3: Appeal Board**

The Executive Board shall appoint five (5) members to the Appeal Board. The Appeal Board members may not hold any other elected or appointed position while serving on the Appeal Board. The term of the Appeal Board members shall expire simultaneously with the expiration of the President'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 later than sixty (60) days following the expiration of the President's term. The scope of the Appeal Board shall be limited to charges brought forward on a member or an election/recall referendum protest.

## **ARTICLE VII INDEMNIFICATION AND BONDING**

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. 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 this 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 have been afforded, then such person shall be allowed thirty (30) days within which 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 an employee or officer cannot within thirty (30) days provide the surety bond required in conformity with statute, 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.

## **ARTICLE VIII: NEGOTIATIONS AND AGREEMENTS**

### **Section 1: Surveys**

The Executive Board may conduct collective bargaining surveys of the membership, balancing necessity with fiduciary responsibility. When fiduciary responsibility is met, this Section will provide for the initial bargaining survey 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 referendum or polling of the membership.

### **Section 2: Negotiations**

(A) The Negotiating Committee shall be maintained under the direct authority of the President. The Negotiating Committee shall be formed by appointment and/or removal of members by the Executive Board. 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.

(B) All negotiated agreements shall be submitted by the Negotiating Committee to the Executive Board for review. After reviewing the 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.

(C) In order to bind the Association, amendments to the basic Collective Bargaining Agreement (other than the letters qualified in Article VIII, Section 3) relative to pay, benefits or work rules, scope, successorship, seniority integration, and duration shall be ratified by the membership.

(D) 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.

### **Section 3: Letters of Agreement, Clarification, Instruction or Memorandums of Understanding**

Should it become necessary to establish a Letter of Agreement, a Memorandum Understanding, a Letter of Instruction, or a Letter of Clarification with the Company, any letter 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 Article V, Section 3 of this Constitution and Bylaws. Letters that do not substantially modify the 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 posted in accordance with the procedures outlined in the Association's Policy Manual.

### **Section 4: Ratification of Agreements**

Ratification of Tentative Agreements shall be subject to a membership referendum vote in accordance with the procedures of this Constitution and Bylaws and any additional rules adopted by Executive Board. 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, Communications and Technology 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. The Association

may only enter into non-grievance related agreements with the employer after membership ratification, requiring a simple majority of the membership who vote during the referendum, using methods consistent with this Constitution and Bylaws, for ratification.

### **Section 5: Grievance Resolution**

The Executive Board may ratify, by majority vote, grievance settlements on behalf of the Association, consistent with the RLA. 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 and the RLA.

### **Section 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 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 and associate members.

(B) Self-help actions shall only be terminated by majority vote of the Executive Board upon the Negotiating Committee having reached a Tentative Agreement or by ratification of an agreement by the membership.

(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 less than four (4) hours notice to each member of the Executive Board. In the event the membership rejects the Tentative Agreement or the Company's final offer, the Executive Board may, again, elect to engage in self-help actions as provided by the RLA.

## **ARTICLE IX: HEARING & DISCIPLINARY PROCEEDINGS**

### **Section 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 this Constitution and 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.

## **Section 2: Charges Levied Against Members**

(A) Any active or associate member may bring charges against another member. All charges shall be in writing and submitted to the NJASAP Vice President of Representational Affairs by certified mail, return receipt requested. The charges shall be specific as to the alleged misconduct with citations to the particular provisions of the Constitution and 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 written response to answer initial charges. The Vice President of Representational Affairs 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 this Constitution and Bylaws shall follow the recall procedures established in Article IV.

(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 Representational Affairs 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.

## **Section 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 this Constitution and Bylaws. The Executive Board may decide the charges on basis of evidence or arguments submitted or they may convene a hearing. No hearing shall be convened unless the accused member and accuser have been given written notice at least twenty (20) days before the hearing. In the event any Board member elects to recuse themselves, the remaining members of such Board shall decide the matter.

(B) In the event of a hearing, both the accused member and accuser shall have the right to be represented by an active or associate 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.

#### **Section 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 within thirty (30) days of receiving the appeal 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.

### **ARTICLE X: AMENDMENTS**

(A) Proposed amendments to this Constitution and Bylaws may be submitted by the Executive Board or by petition from the membership. Recommendations for changes to this Constitution and 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 ten percent (10%) of the active and associate members to go to referendum. Petition submissions can be made either in person at the January or July General Membership Meetings of the Association, or prior to said meetings via certified mail, return receipt requested, to the Vice President of Representational Affairs. Advance submissions must be received in the Association's primary office five (5) business days prior to the January or July meetings.

(B) Under no circumstances may this Constitution and Bylaws be amended during a term of office to add to, delete from to or modify the powers and duties of the incumbent officers. Amendments affecting term of office or modifying the powers and duties of the incumbent officers may be made effective only as of the beginning of the next term of office for that Executive Board Position.

(C) The proposed amendments shall be posted on the Association's website, distributed as approved by the Executive Board, and be read at one (1) General Membership Meeting. A majority of the active and associate 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 this Constitution and Bylaws.

### **PROVISO FOR INITIAL ELECTION OF OFFICERS**

The following provisions are solely for the purpose of transitioning to the permanent representational structure contemplated by this Constitution and Bylaws and shall remain in effect only for the period of time stated in each provision to complete the actions contemplated therein.

(A) The initial election for Executive Board Officers shall occur within six (6) months following the certification by the National Mediation Board (NMB) of NJASAP as the representative association for pilots employed by NetJets using the procedures set forth in this Constitution and Bylaws. This provision expires following the first election of Officers under Article IV of this Constitution and Bylaws.

(B) The twenty-four (24) month active or associate member status requirement for Officer elections is modified such that the member must have been employed by NetJets for a period of no less than twenty-four (24) months and must have maintained continuous active or associate membership status from the date of certification of NJASAP through the month prior to the start of the nomination period. This provision expires twenty-four (24) months after certification of NJASAP by the National Mediation Board.

(C) The term of office for the President, Vice President of Records, Communication and Technology, Vice President of Committee Affairs and the Trustee with the lowest vote count in the initial election shall end on June 30, 2010. This provision expires on July 1, 2010.

(D) The term of office for the Vice President of Financial Affairs, Vice President of Representational Affairs, Vice President of Industry Affairs, and the two remaining Trustees' shall end on Dec. 31, 2011. This provision expires on Jan. 1, 2012.