



**NON-MANAGEMENT UNIT  
of the Vermont State Employees' Association, Inc.**

**ARTICLES OF ASSOCIATION**

**Article One  
Name**

**Sec. 1:** The name of the Bargaining Unit shall be the Vermont State Employees' Association, Inc., Non-Management Bargaining Unit. This organization is a certified bargaining unit of the VSEA.

**Sec. 2:** The principal office of the Unit shall be located at the Vermont State Employees' Association, Inc. headquarters in Montpelier Vermont.

**Article Two  
Purpose**

**Sec. 1:** The purpose of this Bargaining Unit shall be:

- (1) to act for any part of or all the Active members of this Bargaining Unit in accordance with all duties and responsibilities assigned to VSEA as the collective bargaining representative of the Unit members;
- (2) to provide a medium through which these employees may express their views relative to their employment, tenure, compensation, and retirement;
- (3) to enable the members to voice their opinions of the activities of the Vermont State Employees' Association, Inc. and to initiate ideas of their own to present to the VSEA, Inc.
- (4) to effectuate constructive efforts of these employees with all divisions, departments and branches of state government or general matters relating to employment for mutual benefit of the State of Vermont and the employees;
- (5) to promote goodwill and fellowship among the employees of the State of Vermont;
- (6) to act in all other fashion as a bargaining unit of the VSEA.

**Article Three  
Nature**

**Sec. 1:** This Bargaining Unit shall be affiliated with the Vermont State Employees Association, Inc. and any of its regional and/or national affiliates only, and shall not otherwise be independently affiliated.

**Sec. 2:** This Bargaining Unit shall not be organized for profit directly or indirectly, but is organized exclusively for the purpose stated in Article Two of these Articles of Association.

## **Article Four Membership**

**Sec. 1:** Any employee whose position is designated Non-Management as certified by the Vermont Labor Relations Board is eligible for membership in the Unit.

**Sec. 2:** Membership and/or the privileges thereof shall not be restricted by discriminating against an employee or individual on account of race, color, religion, creed, ancestry, sex, age, handicap, national origin, martial status, sexual preference, or any other factor for which discrimination is prohibited by law.

## **Article Five Membership Fees**

**Sec. 1:** Every active member in the Bargaining Unit shall pay annually to the Treasurer of the VSEA the membership fee for the current fiscal year or shall authorize payroll deductions with the appropriate authority

**Sec. 2:** At any Bargaining Unit annual or special meeting of members, duly warned for that purpose, those members present and voting may, by majority vote, set membership fees in addition to the fees provided in Section One for the purpose of pursuing Bargaining Unit goals.

## **Article Six Management**

**Sec. 1:** The affairs of the Bargaining Unit shall be managed by the Bargaining Unit Executive Committee which shall be elected pursuant to the provisions set forth in Bylaw Eight.

## **Article Seven Officers**

The Officers of the Unit shall be Chairperson, Vice-Chairperson, Clerk, Treasurer and the Unit Trustee. Officers shall be elected pursuant to the provisions set forth in Bylaw Eight.

## **Article Eight Bylaws**

The Unit shall adopt Bylaws for the election of the Executive Committee, Unit Officers, bargaining committee members, appointment of any and all other necessary positions and for the conduct of its business.

## **Article Nine**

## **Consistency with VSEA Articles and Bylaws**

**Sec 1:** These Articles and amendments thereto shall not be inconsistent with the VSEA Articles and By-Laws.

### **Article Ten Amendments**

**Sec. 1:** These Articles of the Unit may be amended at a Unit Annual Meeting or a special meeting of the Unit, called for that purpose, by a two-thirds vote of those present and voting, provided that a copy of the proposed amendments be sent to each member of the Unit at least 14 days before the date of the meeting at which such action is sought.

**Sec. 2:** Amendments hereto shall be in conformity with the provisions of the Articles and By-Laws of the Vermont State Employees' Association, Inc. and shall not take effect until reviewed and approved by the VSEA Board of Trustees.

### **Article Eleven Adoption**

The Articles of Association of this Unit shall be considered to be adopted upon a two-thirds vote of the members of the Unit present and voting at a meeting called for such purpose.

### **Article Twelve Availability of Articles of Association**

Copies of the Articles of Association shall be available for any member of the Unit upon request to the Unit Clerk or VSEA headquarters.

## **BY-LAWS**

## **Bylaw One Rights of Membership**

In addition to the rights and powers specified elsewhere in these and the VSEA bylaws, or the collective bargaining agreement, each active member in good standing of the Unit shall have the following rights:

- a) To attend all membership meetings and express his or her views, arguments and opinions on any and all agenda items properly before the meeting;
- b) To meet and assemble freely with other members of the Unit and VSEA;
- c) To run for and hold office and be appointed to any committees;
- d) To vote on all issues and elections affecting the membership as set forth in these bylaws.

## **By-Law Two Executive Committee**

**Sec. 1:** The Executive Committee shall manage the internal affairs of the Bargaining Unit and assure that the policies of the Bargaining Unit are adhered to.

**Sec. 2:** The Unit Executive Committee shall be composed of:

- (a) Bargaining Unit Officers: Chair, Vice-Chair, Clerk and Treasurer;
- (b) Four (4) other members;
- (c) The Unit representative to the VSEA Board of Trustees shall also be a member of the Executive Committee;

**Sec. 3:** The Executive Committee shall be elected by the Bargaining Unit pursuant to the provisions set forth in Bylaw Eight.

**Sec. 4:** Any vacancy within the Executive Committee, Bargaining Team or any other Unit position, including stewards shall be filled by a majority vote of the Executive Committee, except the Unit Chair which shall be filled by the Unit Vice-Chair and the Unit Trustee which shall be filled in accordance with VSEA Master Bylaw 1, section 6. If contract negotiations are in effect at the time of a Master bargaining team vacancy, including the seats held by the Chair and Vice-Chair, the Executive Committee shall fill such vacancy, if possible, from among the then-current Unit bargaining team members.

**Sec. 5:** The Executive Committee shall meet on at least a quarterly basis. A quorum of the Executive Committee shall consist of not less than five (5) Executive Committee members.

**Sec. 6:** The Executive Committee shall act with respect to all matters relating to:

- (a) Collective bargaining negotiations with the employer on matters bargainable under 3 VSA 904, including the right to make recommendations to the Bargaining Unit collective bargaining teams;
- (b) Bargaining Unit Stewards;
- (c) Internal Unit operations;
- (d) Appointments of unit labor-management and/or other ad hoc committees to handle unit concerns;
- (e) Adoption of unit policies and changes to Unit policies.
- (f) All other matters which are now or may be thereafter deemed to be the exclusive independent function of the bargaining unit.

### **Bylaw Three Officers**

**Sec. 1:** The duties of the officers shall be as follows:

- a) Chairperson: Shall conduct all business of the Unit during the interim between the Annual Meeting and between meetings of the Executive Committee; shall be a member of the Unit Bargaining and Master Bargaining Teams; preside at meetings of the Executive Committee and Unit Bargaining Teams; appoint Committees, serve as ex-officio member on all unit committees; and shall fill all vacancies in elected positions with approval of the Executive Committee.
- b) Vice-Chairperson: Shall assist the Chairperson; assume the duties of Chairperson in the absence or inability of the Chairperson to perform the duties of the office. In the event that the Unit Chairperson resigns from the Chair or from State service, or is unable to fulfill the office of the Unit Chair, the Vice-Chair shall become the Unit Chair for the duration of the term of office.
- c) Clerk: Shall maintain a written record of all meetings of the Unit and the Executive Committee and perform other duties as assigned by the Executive Committee.
- d) Treasurer: Shall be responsible for the custody of all funds; shall keep an accurate account of all receipts and disbursements approved by the Chairperson and the Executive Committee; and shall be custodian of any unit funds which may be voted or assessed by the Bargaining Unit such as Bargaining Unit dues in the same manner and only to the same extent as Chapter treasurers are authorized to act.

**Sec. 2:** Unit Officers shall be elected pursuant to the provisions of Bylaw Eight.

**Sec. 3:** The Unit representative to the VSEA Board of Trustees shall be elected in the same manner as the District Trustees to the VSEA Board pursuant to the terms of VSEA Bylaw 1, section 7.

## **Bylaw Four Bargaining Teams**

**Sec. 1:** Unit Bargaining Team: There shall be a Unit Bargaining Team composed of thirteen unit members, one from each of twelve separate occupational groupings as determined by the Unit Executive Committee prior to the Unit's Annual Meeting any year at which Unit Bargaining Team elections shall be held at the Unit Annual Meeting in accordance with these Articles and Bylaws. In addition to the twelve voting members of the Bargaining Team, there will be a designated Bargaining Team Clerk whose sole responsibility will be to take notes of any bargaining team meetings and to distribute them to all team members. The Bargaining Team Clerk will not have a vote in any team decisions. The Unit Chair and Vice-Chair shall be members ex-officio of the Unit Bargaining Team. The Vice-Chair shall have a vote at any and all Unit Bargaining Team meetings. The Unit Chair shall only have a vote at a Unit Bargaining Team meeting in the event of a tie.

**Sec. 2:** Master Bargaining Team: There shall be a Master Bargaining Team composed of the Unit Chair and Vice-Chair, plus six (6) members chosen by and from among those twelve (12) members elected as the Unit Team that shall serve as Unit representatives to the VSEA Master Bargaining Team.

**Sec. 3:** Bargaining team members shall serve until successor team members are elected at the first Unit annual meeting following contract ratification by Corporation members and approval by the Legislature or imposition of a collective bargaining agreement by the Labor Relations Board.

**Sec. 4:** If there is a vacancy from one of the twelve occupational groupings, the Executive Committee shall announce the vacancy and solicit letters of interest from members of that occupational group. If no members from that occupational grouping come forward, the Executive Committee shall have the authority to announce the vacancy and solicit letters of interest, and appoint a member to fill the vacancy regardless of the occupational group that member works in.

## **Bylaw Five Stewards**

**Sec. 1:** Non-Management Unit Stewards shall be appointed by the Unit Executive Committee. The Non-Management Unit Steward shall fulfill the role and responsibility of the steward and shall lend assistance to members in matters involving contract administration and grievances. Stewards shall be responsible for following policies adopted by the Executive Committee in the performance of their duties.

**Sec. 2:** The term of appointment for a steward shall be three (3) years. The Unit Executive Committee shall be notified if a steward leaves state service or is otherwise unable or unwilling to continue in that post.

## **Bylaw Six Meetings**

**Sec 1:** There shall be an annual meeting of the Bargaining Unit held on the same day as the VSEA annual meeting to transact such business as is necessary to the Unit. Notice of the Bargaining Unit annual meeting shall be included in the VSEA annual meeting notice to members.

**Sec. 2:** All Unit Officers, Executive Committee members and Bargaining Team members shall be nominated for election at the annual meeting.

**Sec 3:** The Chairperson of the Bargaining Unit shall be the presiding officer at all Bargaining Unit meetings. The Vice-Chairperson shall preside in the absence of the Chairperson.

**Sec 4:** Minutes of the Bargaining Unit meeting shall be kept by the Clerk who shall provide a copy thereof to the Chairperson and the Executive Director or his designee. The Chairperson will distribute copies of the minutes to the members of the Executive Committee as soon as reasonably possible following the meeting.

**Sec. 5:** A quorum at a Unit Meeting shall be those members present.

**Sec. 6:** Special meetings shall be held upon the call of the Chair or upon a petition stating a special purpose signed by 10% of the Unit membership. Notice of a special meeting shall be in writing and delivered by mail to each active member not less than fourteen (14) days prior to the meeting.

## **By-Law Seven Rules of Order**

**Sec 1:** The proceedings at all meetings shall be governed by “Roberts’ Rules of Order, Revised Edition”.

## **By-Law Eight Elections**

**Sec. 1:** Only members in good standing of the Unit and VSEA shall be eligible for election to Unit Office, the Executive Committee, or Bargaining Teams.

**Sec. 2:** Nomination of Unit Officers: Members shall be nominated for a Unit Officer, Executive Committee or Bargaining Team position at annual meeting by any member in good standing. However, any member who wishes to be nominated for an elected position and cannot attend the annual meeting may submit a letter of intent to the Unit Clerk/Treasurer to run for an elected position no less than five (5) days prior to the annual meeting of an election year.

**Sec. 3:** Candidates shall be elected by ballot with the names of all duly nominated candidates thereon and mailed to each active member by the VSEA within twenty (20) workdays of the close of annual meeting.

**Sec. 4:** Ballots should be returned to the VSEA Election Rules and Nominating Committee by the day and time noticed on the ballot.

**Sec. 5:** The VSEA Election Rules and Nominating Committee shall count the ballots and certify the election results consistent with the provisions set forth in the VSEA Bylaws and policies.

**Sec. 6:** Whenever an election is held for an office with multiple vacancies, voting shall be accomplished by using one ballot. Election winners shall be based on the member receiving the most votes in that particular election, thus, achieving a plurality of votes cast.

**Sec. 7:** All terms of office for Unit Officers, except for Unit Trustee, shall be for two (2) years unless otherwise specified.

**Sec. 8:** The Unit representative to the VSEA Board of Trustees shall serve a three year term and shall be elected in the same manner as the District Trustees to the VSEA Board pursuant to the terms of VSEA Bylaw 1, section 7.

#### **Bylaw Nine Fiscal Year**

The fiscal year of the Unit shall be the same as the fiscal year of the VSEA, Inc.

#### **By-Law Ten Books, Records, Audit**

**Sec 1:** Books and Records of the Unit shall be open at all reasonable times to the inspection of the President or Executive Director of the VSEA.

**Sec 2:** If the Unit acquires funds, an auditing committee's report shall be submitted annually to the President and Board of Trustees of the VSEA for their approval, following the close of the fiscal year.

#### **By-Law Eleven Amendments**

**Sec 1:** These Bylaws may be amended at any Annual or Special meeting of the Unit, called for that purpose, by a two-thirds vote of those present and voting, provided, that copy of the proposed amendment be sent to each member of the Unit at least fourteen (14) days before the date of the meeting at which such action is sought.



**Sec 2:** Amendments to these By-Laws shall be reviewed and approved by the Board of Trustees.

**Bylaw Twelve**  
**Consistency with VSEA Articles and Bylaws**

These Bylaws and amendments thereto shall not be inconsistent with the VSEA Articles and Bylaws.

**Bylaw Thirteen**  
**Availability of Bylaws**

Copies of the Bylaws shall be available for any member of the Unit upon request to the Unit Clerk or VSEA headquarters.

**Bylaw Fourteen**  
**Adoption**

The Bylaws of this Unit shall be considered to be adopted upon a two-thirds vote of the members of the Unit present and voting at a meeting called for such purpose.

(amended 9/11/10)