

AIRCRAFT MAINTENANCE PROFESSIONALS (AMP)

CONSTITUTION AND BYLAWS

HOME OFFICE
Memphis TN

Approved by
Aircraft Maintenance Professionals (AMP) Volunteers

Effective
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ARTICLE I - GENERAL

Section 1. Name

The name of the organization shall be **AIRCRAFT MAINTENANCE PROFESSIONALS**. Whenever the term "AMP" is used, it shall refer to and mean the AIRCRAFT MAINTENANCE PROFESSIONALS.

Section 2. Headquarters, Locals, and Offices

The National Headquarters, Locals, and Offices of AMP will be established as required based on:

- A. Value to AMP members
- B. Facilitating company/carrier relations
- C. Advantages under State, County, and City laws

Section 3. Duration

- A. The duration of the AMP shall be perpetual, or until it is dissolved as provided for in the Constitution and Bylaws.
- B. In the event of dissolution of the AMP, the officers of the association shall act as agents for the membership and dispose of all of the physical assets of the AMP by suitable means. All of the liquid assets shall then be prorated to the active members on record in good standing of the AMP at the time of such dissolution in proportion to the monies being paid by such members, less any indebtedness.
- C. AMP may also be dissolved through decertification or merger through an affirmative two-third (2/3) majority vote of the National and Local Officers followed by a representation vote conducted by the National Mediation Board (NMB) under the Railway Labor Act or pursuant to Article XII, Section D.
- D. AMP money or property may not be used to encourage or facilitate such decertification or merger.

Section 4. Government

This Constitution and Bylaws shall be the supreme law of AMP.

Section 5. Governing Bodies

The governmental powers of the AMP shall be vested in the National and Local Boards of Directors in accordance with the laws provided herein. The final control of the AMP shall be vested in the membership.

Section 6. 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 shall be decided according to the principles set forth in the current Robert's Rules of Order.

Section 7. Fiscal Year

01 January through 31 December

ARTICLE II – OBJECTIVES

Aircraft Maintenance Professionals (AMP) will:

Work relentlessly to advance the pay, benefits, work rules, job security, health, safety, knowledge, and professional image of our Aircraft Mechanic members.

- A. Provide competent and assertive union representation that will negotiate, litigate, arbitrate, and engage regulatory agencies for the benefit of our members.
- B. Maintain knowledge of Aircraft Maintenance industry pay, benefits, work rules, job security, health, and safety in order to negotiate contracts which honor the needs of our members.
- C. Advance common interests and with allied labor unions through Affiliation as needed.
- D. Cooperate with other Aircraft Mechanics, unions, and work groups on issues where a mutual benefit is possible, such as safety, collective bargaining, legislative and regulatory matters.
- E. Maintain Local organization by air carrier. Ensure Local members and Local leadership work for the same air carrier to promote member centric representation.
- F. Promote the professional image of aircraft maintenance professionals in the business and educational communities, and with the public at large.
- G. Maintain productive relationships with air carriers for the benefit of our members.
- H. Work with the National Mediation Board (NMB) to ensure initial contracts are completed within 2 years, in accordance with NMB standards, and facilitate other NMB mediation.
- I. Maintain good communication and relations with the Federal Aviation Administration (FAA) to ensure aircraft, employee, and passenger safety.
- J. Advocate, support, and sponsor legislation, regulation, and research which will improve and protect the interests of our members and our profession.
- K. Promote, educate, and maintain the technical, professional, and ethical standards for our members in recognition of the high degree of public trust, confidence, and responsibility placed in us as professional Aircraft Mechanics.

Provide Aircraft Mechanic focused organization and member support.

- A. Foster an environment that encourages respect for the dignity, the rights, and the human concerns of all members, and motivate individuals to strive for the best of which they are capable.
- B. Use AMP membership rules, internal organization, and ability to affiliate to ensure Aircraft Mechanics maintain both National and Local representation that serves the interests of our Aircraft Mechanic members.
- C. Use “Affiliation” as a way to formally partner with other unions while maintaining AMP’s independence and commitment to serve Aircraft Mechanics.
- D. Provide robust and valuable labor representation to our members in a fiscally responsible manner.
- E. Ensure the dues paid by our members are predominately used for the benefits and needs of our members at the Local level.
- F. Maintain Local organization by air carrier to ensure members directly benefit from their dues contributions.
- G. Reduce administration costs and share resources with allied labor unions through Affiliation as needed.
- H. Levy dues and assessments upon its members to provide the funds with which to carry on the business and objectives of the Association, including the payment of all expenses, emergency or otherwise, relating thereto, and establish an ample reserve fund for the current and future protection of its members.
- I. Purchase, hold, acquire, lease, mortgage, and convey real estate and personal property of every kind, nature, and description in any state, the District of Columbia, and any territory or possession of the United States or Canada, for the convenient conduct and execution of the Association’s business, including the purchasing, leasing, and maintaining of equipment, buildings, and improvements that may be necessary, directly or indirectly, in connection with any business and objectives of the Association and its members in accordance with this Constitution.
- J. To disseminate news in any manner to keep members alert and well informed in all matters relating to their profession.

ARTICLE III – MEMBERSHIP

Section 1. Membership Requirements

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

Section 2. Membership Qualifications

- A. Any person of lawful age, of good moral character and committed to advancing the interests of the AMP, who is a:
 - 1. Federal Aviation Administration (FAA) certificated “Mechanic” with “Airframe” and/or “Powerplant” ratings in accordance with 14 CFR PART 65—CERTIFICATION: AIRMEN OTHER THAN FLIGHT CREWMEMBERS, or
 - 2. Federal Aviation Administration (FAA) certificated “Repairman” in accordance with 14 CFR PART 65—CERTIFICATION: AIRMEN OTHER THAN FLIGHT CREWMEMBERS, or
 - 3. Member of the “Mechanics and Related” craft or class as determined by the National Mediation Board (NMB), or
 - 4. Who meets criteria determined by the respective AMP Local Officers by a two-third (2/3) majority vote and supported by AMP National Officers with a two-third (2/3) majority vote.
- B. No one shall be admitted for membership who has willfully acted as a strikebreaker or scab or who has secured or attempted to secure employment rights as a scab during any duly authorized strike.

Section 3. Classes of Membership

- A. Membership shall be assigned to who meets the membership requirements and qualifications.
- B. Honorary Membership may be conferred upon any individual by action of the respective Local Officers with a two-third (2/3) majority vote.

Section 4. Application and Approval for Membership

- A. All applications for membership shall be on a standard form provided by the Local Secretary and shall be submitted to the Local Director or Local Representative(s), which has jurisdiction over the application.
- B. Applicants for membership shall be announced to the Local and membership and be investigated by the Local Membership Committee.
- C. Following investigation, each application for membership shall be voted upon by the Local Membership Committee and then the Local Officers with a two-third (2/3) majority vote.

Membership will be granted to individuals who meet the membership qualifications identified in Section 2.

- D. If an application is not approved, the applicant must wait for a period of six (6) months before reapplying for membership. Any denial of membership will be accompanied by a written explanation and may be appealed to the Appeal Board.
- E. All former members of AMP, regardless of whether they voluntarily resigned or expelled from membership, shall not be accepted into membership unless they follow all the procedures outlined in this section.

Section 5. Membership Credentials

Every active member of the AMP in good standing shall receive a membership card. The card shall contain thereon the name of the member, and such additional information as may be deemed appropriate and shall be signed by the Local Secretary. Honorary members and retired members, and inactive members shall receive special membership cards which shall contain thereon the name of the member, and such additional information as may be appropriate and shall be signed by the Local Secretary.

Section 6. Membership Status, Rights, and Obligations

- A. The Local Treasurer shall keep an account for all members in Active, Inactive, Good Standing, Bad Standing, Applicants, etc.
- B. "Active" membership indicates the member maintains AMP membership qualifications and is available to work or represent AMP members.
- C. "Inactive" membership indicates the member maintains AMP membership qualifications but is not available to work or represent AMP members.
 - 1. Furloughed Members
 - 2. Members on Personal, Military, Disability, etc. leaves of absence over 90 consecutive days.
- D. "Good Standing" indicates a member has no outstanding dues debt.
 - 1. A member in good standing shall remain a member in good standing as long as such member has paid current dues and assessments. The Local Treasurer shall transfer a member from good to bad standing if such member shall be delinquent in either dues or assessment.
 - 2. Members on Personal, Military, Disability, etc. leaves of absence do not incur dues debt.
 - 3. A member in good standing is entitled to participate actively in all AMP activities and is entitled to all of the rights, privileges, and benefits of membership in the AMP.

E. "Active Members in Good Standing"

1. Only active members in good standing shall have the right to vote on matters brought before the membership. The number of members in good standing of a Local shall be determined at the time of the commencement of the meeting.
2. Only active members in good standing shall have the right to be nominated and elected for Local or National Office.

F. "Bad Standing" indicates a member has an outstanding dues debt of at least sixty (60) days.

1. When a member is in bad standing for sixty (60) consecutive days the Local Treasurer shall notify such member that unless he pays or makes arrangements to pay all back dues, assessments, and penalties within thirty (30) days.
2. A member shall be returned to good standing upon the payment of all back dues, assessments, and penalties owing.
3. A member in bad standing shall not have the right to vote, hold office, nor participate in any of the privileges or benefits of active membership.

G. A member who accepts an employment position not defined by an AMP collective bargaining agreement will become a nonmember upon assuming that employment position.

Section 7. Dues

A. A member's obligation for dues and assessments shall commence as of the date of the member's eligibility for active membership. Active members shall be required to pay dues by employer dues check-off. Members shall pay dues at the monthly rate of 2 times (2x) Hourly Base Pay. Base Pay is used to simplify and standardize pay across different seniorities, work groups, functions, and responsibilities.

1. EXAMPLE: If a Lead AMT receives \$60 Base Pay, \$10 Longevity Pay, \$10 Airframe & Powerplant License Pay, and \$5 Lead Pay per hour, monthly dues are calculated as: 2 x \$60 or \$120.
2. Dues are only collected from AMP members under a collective bargaining agreement.
3. Salaried members pay dues at the same rate as their equivalent hourly counterparts.

B. It shall be the duty of the National Officers to conduct an annual review of the dues structure of the AMP, to determine if the dues structure should be revised. The meeting at which this annual review occurs, or any National Officer meeting at which a dues revision occurs, shall be considered an AMP convention. Any proposed change to dues structure requires a vote of the membership.

- C. Dues and assessments not paid on the established due date shall be subject to a ten percent (10%) penalty. Any member who does not pay dues, assessments, and penalties shall be placed in bad standing.
- D. National Assessments may be levied on all members to provide for extraordinary expenses, contingencies, and reserves, provided such assessments are first approved by a two-third (2/3) vote of the National and Local Officers and ratified by a greater than fifty percent (50%+) majority vote of National members.
- E. Local Assessments may be levied on respective Local members to provide for extraordinary expenses, contingencies, and reserves, provided such assessments are first approved by a two-third (2/3) majority vote of the Local Officers and ratified by a greater than fifty percent (50%+) majority vote of the Local members.

Section 8. Organizational Dues Distribution

AMP dues are generated by our members at the Local level so, AMP Locals retain most of the dues money to directly serve our membership. AMP dues money will be distributed across AMP organizations as follows by percentage:

- A. Local Office – 80%
- B. National Office – 20%

Section 9. Voting

All issues shall be decided by a greater than fifty percent (50%+) majority vote of the National or Local Membership as required, except as may otherwise be provided in this Constitution and Bylaws.

ARTICLE IV – ELECTIONS

Section 1. Elected Officers:

- A. National Director: There is one (1) National Director position.
- B. National Secretary: There is one (1) National Secretary position.
- C. National Treasurer: There is one (1) National Treasurer position.
- D. National Representative(s): There is one (1) National Representative position per Local.
- E. Local Director: There is one (1) Local Director position per Local.
- F. Local Secretary: There is one (1) Local Secretary position per Local.
- G. Local Treasurer: There is one (1) Local Treasurer position per Local.
- H. Local Representatives: There is a minimum of three (3) Local Representatives per Local.
 - 1. No single station will be represented by more than one (1) Local Representative.
 - 2. If the Local membership exceeds 3,000 a fourth Local Representative is added. Additional Representatives are added at the rate of one (1) for every 1,000 additional members.

Section 2. Eligibility

Only active members in good standing shall be eligible for nomination and election to National or Local office.

A National or Local Officer who retires during a term of office shall vacate that office automatically upon retirement. Any National Officer who is on Personal, Military, Disability, etc. leaves of absence over 90 consecutive days will be required to resign his/her office and the vacancy filled.

Section 3. Nominations for National and Local Offices

- A. Any active member in good standing shall be eligible to be nominated for, elected for, and hold any single National or Local office.
- B. The National Secretary shall organize National Officer elections and prepare ballots.
- C. The Local Secretary shall organize Local Officer elections and prepare ballots.
- D. No more than six (6) months prior to the date of the National and Local Officer election, the National Secretary shall establish a schedule for the upcoming election.
- E. Any active member in good standing may self-nominate or nominate any other active member in good standing for any single National or Local Office. To be eligible for nomination:
 - a. The person to be considered shall execute a statement that he or she will serve if elected, in a form provided by the respective National or Local Secretary.

- b. The person shall also execute a Conflict-of-Interest Disclosure Form, provided by the respective National or Local Secretary-Treasurer.
 - c. These acceptance forms shall be included with the notice of election. The name of the nominee and the forms shall be sent to the respective National or Local Secretary.
 - d. A member may also withdraw his or her nomination at any time prior to the distribution of the ballots by notifying the respective National or Local Secretary in writing.
- F. An independent disinterested third party shall be responsible for the counting of the nomination ballots.
- G. The three (3) candidates who receive the most nomination votes shall be considered nominated, and the respective National and Local Secretary shall include their names on the official ballot in alphabetical order. In the event of a tie for third place, the tied candidates shall be included on the ballot.

Section 4. National and Local Office Election Procedures

- A. National Elections will be held once every three (3) years. Local Elections will be held once every three (3) years. National and Local Officer terms will conform to the applicable election cycle.
- B. Subject to the supervision of the Secretary, an independent disinterested third-party designated shall also be responsible for the distribution, collection, and counting of the election ballots. The official ballot shall be distributed to all members no less than twenty-eight (28) days prior to the date of the vote count.
- C. The most current National and Local Member lists shall be used to determine the eligibility of a member to vote in the election. Only active members in good standing may vote.
- D. All elections will be by secret ballot. Each ballot and each vote on the ballot cast by an active member in good standing shall be counted provided that the independent third party is able to determine the intention of the voter with sufficient accuracy. Blank ballots and write-in votes shall not be counted. Decisions on whether or how to count a particular ballot or ballots shall be resolved conclusively by the independent third party.
- E. Each candidate is permitted to have an observer at each phase of the election process, subject to the independent third parties policies. The candidate and any active member in good standing designated by the candidate shall be eligible to act as an observer.
- F. The candidate who receives the majority of votes cast for each office shall be deemed elected to that office. The determination of a majority shall be made with respect to each office following the vote count.
- G. In the event that no candidate receives a majority of votes cast for a particular office, the Secretary shall cause a runoff election to be concluded within sixty (60) days of the prior vote count. The

ballot in the runoff election shall be limited to the two (2) candidates who received the greatest number of votes. In the event of a tie in a runoff election, one (1) candidate shall be eliminated by coin toss.

Section 5. Election Appeals

The Appeal Board shall also serve as the Association's internal election appeal body. The Appeal Board shall consider all complaints, protests, or appeal concerning AMP elections received via certified mail, return receipt requested, in writing from any member in good standing provided they have been received by the Appeal Board, in care of the AMP Legal Department, postmarked within ten (10) business days after the later of the completion of the election or the run-off election. Receipt at the AMP Legal Department constitutes receipt by the Appeal Board. Complaints may not be filed prior to the conclusion of an election. The Appeal Board shall issue its written decision as soon as practicable within sixty (60) days from receipt of a written complaint and the election complaint, the Appeal Board decision, and any subsequent decision by the Department of Labor shall be matters of public record available to members of the Association.

Section 6. Terms of National and Local Offices and Vacancies

- A. National terms will be three (3) years, conforming to the election cycle. Local Officer terms will be three (3) years, conforming to the election cycle.
- B. In the event of a vacancy of the National Director, the National Officers and Local Officers, by a two-third (2/3) majority vote, shall elect a National Director Pro Tem to serve until the next election cycle.
- C. In the event of a vacancy of the National Secretary the National and Local Officers, by a two-third (2/3) majority vote, shall elect a National Secretary Pro Tem to serve until the next election cycle.
- D. In the event of a vacancy of the National Treasurer the National and Local Officers, by a two-third (2/3) majority vote, shall elect a National Treasurer Pro Tem to serve until the next election cycle.
- E. In the event of a vacancy of the National Representative(s), the represented Local Officers, by a two-third (2/3) majority vote, shall elect a National Representative Pro Tem to serve until the next election cycle.
- F. In the event of a vacancy of the Local Director, the Local Officers, by a two-third (2/3) majority vote, shall elect a Local Director Pro Tem to serve until the next election cycle.
- G. In the event of a vacancy of the Local Secretary the Local Officers, by a two-third (2/3) majority vote, shall elect a Secretary Pro Tem to serve until the next election cycle.
- H. In the event of a vacancy of the Local Treasurer the Local Officers, by a two-third (2/3) majority vote, shall elect a Treasurer Pro Tem to serve until the next election cycle.

- I. In the event of a vacancy of the Local Representative, the Local Officers, by a two-third (2/3) majority vote, shall elect a Local Representative Pro Tem to serve until the next election cycle.

Section 7. Recall of Elected Officers

The National and Local Officers may be recalled and removed from office by action of the membership as follows:

A. National Officers:

1. A two-third (2/3) majority vote of the National Officers may cause a recall ballot to be sent to the membership on a National Officer. If a simple majority vote, greater than fifty percent (50%+), of the National members voting in a recall ballot vote for a recall, that National Officer shall be recalled and removed from office.
2. Thirty percent (30%) of the active national membership in good standing may petition the National Secretary and cause a recall ballot to be taken on any National Officer. If a simple majority vote, greater than fifty percent (50%+), of the National members voting on a recall ballot vote in favor of a recall, that National Officer shall be recalled and removed.

B. Local Officers:

3. A two-third (2/3) majority vote of the Local Officers may cause a recall ballot to be sent to the membership on a Local Officer. If a simple greater than fifty percent (50%+) majority vote of the Local members voting in a recall ballot vote for a recall, that Local Officer shall be recalled and removed from office.
4. Thirty percent (30%) of the active Local membership in good standing may petition the Local Secretary and cause a recall ballot to be taken on any Local Officer. If a simple majority vote, greater than fifty percent (50%+), of the Local members voting on a recall ballot vote in favor of a recall, that Local Officer shall be recalled and removed.

ARTICLE V - LOCALS

Section 1. Local Organization

- A. The normal organization of AMP Locals is: One Local per company/carrier, serving its membership nationally.
- B. Local Satellite Offices may be established as determined by Local Officers with two-third (2/3) majority vote.

Section 2. Officers Defined

The Local Officers shall be the:

- A. Local Director
- B. Local Secretary
- C. Local Treasurer
- D. Local Representatives

Section 3. Qualifications

Local Officers must be active AMP members in good standing.

Section 4. Duties of Local Officers

- A. Local Director

It shall be the duty of the Local Director to call and preside at all meetings of the Local, to preserve order during its deliberations; to appoint all committees not otherwise ordered by the Local; to authorize expenditure of the Local's governing funds; to enforce the Constitution and Bylaws; to supervise the activities of the Local; to supply the National Officers with any information it may desire and to carry out all directives from the National Officers.

- B. Secretary

The Secretary shall take charge of all books and effects of the Association. He shall keep a record of all proceedings at all regular and special meetings of the Board of Directors. He shall keep a record of all officers and special appointees and maintain all Conflict-of-Interest Disclosure Statements and Agenda Disclosure Statements. He shall assist the Local Director in preparing an Annual Report for the members of the Association. He shall be custodian of the Association Seal and affix the seal when required. He shall affix his signature to all membership cards. He shall cause to be kept the Association membership records so as to show at all times the number of members under each classification, their names alphabetically arranged, their respective places of residence, their post office addresses, and the time at which each person became a member of

the Association or changed his membership status. A member may inspect his records or account at any time at his request during normal business hours.

C. Local Treasurer

The books and records of the Treasurer shall be accessible to any member or group of members in good standing in accordance with Federal law. He shall be responsible for all funds of the Association, receiving all dues, fees, and special assessments for the Association as a group. He shall keep an accurate record of all expenditures and receipts of the Association. He shall keep an individual record of all dues and assessments of each member. He shall prepare and submit under his signature all reports required under law. He shall present his books at the end of each fiscal year for audit by a certified auditor. He or his successor will present this audit, together with a current accounting of AMP funds, at the next following Board of Directors meeting.

D. Local Representatives

There are a minimum of three (3) Local Representatives per local. If the Local membership exceeds 3,000 a fourth Local Representative is added. Additional Representatives are added at the rate of one (1) Representative for every 1,000 additional members.

No single station can be represented by more than one (1) Local Representative position.

The Local Representatives shall assist the Local Director in the discharge of all duties. He shall also preside when called upon by the Local Director and at times when the Local Director may be temporarily unable to discharge his duties. In case of removal, resignation, or death of the Local Director, a Local Representative shall perform the duties of the Local Director until such time that the Local Officers can meet to fulfill the vacancy procedures.

Section 5. Local Officer and Staff Salaries

Local Director, Secretary, Treasurer, and Representatives perform part-time duties and shall be paid a percentage of the maximum Aviation Maintenance Technician rate for hours worked:

- A. Local Director – 150%
- B. Local Secretary and Treasurer – 135%
- C. Local Representatives – 125%

Full-Time, Part-Time, and Intermittent Staff will be paid as determined Local Officers based on need, budget, and market rates.

Section 6. Authorization of Monetary Obligations for AMP Locals

- A. All bills payable, notes, checks or other negotiable instruments of AMP Locals shall be made in the name of the AMP Local and shall be signed by one (1) of the following persons:
 - 1. Local Director
 - 2. Local Secretary
 - 3. Local Treasurer
 - 4. Local Representatives
- B. Other than regularly occurring payroll checks, all bills payable, notes, checks, or other negotiable instruments of the AMP Local in excess of \$5,000 shall require two of these signatures to lawfully authorize the payment. The Local Treasurer should be the second signatory on all checks over \$5,000.
- C. The Local Director shall be provided each month with a summary of non-recurring checks issued in amounts greater than \$5,000. The Local Director or Treasurer, may each, from time to time, transfer such 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 AMP Local, and the Local Director and Local Treasurer may each designate a surrogate, 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.
- D. No Officer, Agent, or employee of the AMP Local 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 the AMP or AMP Local or contract or cause to be contracted any debt or liability in the name of or on behalf of the AMP or AMP Local except as expressly prescribed and provided in this Constitution and Bylaws.
- E. Self-authorized payment or reimbursement is prohibited.

Section 7. Meetings

The Local Officers shall convene for the transaction of business at least quarterly at a location determined by the Local Director. Special meetings of the Local Officers may be called by the Local Director or will be called within fourteen (14) days upon the written request of thirty percent (30%) of the Local Officers. There shall be no restrictions on business conducted at any meeting of the National Officers, provided, however, that no business shall be acted upon without:

- A. Ten (10) days notice of the agenda in writing to all members of the Board prior to such meeting; or
- B. Approval with two-third (2/3) majority vote by the Local Officers.

Section 8. Voting

All issues shall be decided by a two-third (2/3) majority vote of the Local Officers except as may otherwise be provided in this Constitution and Bylaws.

Section 9. Quorum

The quorum of the Local Officers at all meetings, whether special or regular, shall have at least a two-third (2/3) minimum voting majority present.

ARTICLE VI - NATIONAL OFFICERS

Section 1. Officers Defined

The National Officers shall be the:

- A. National Director
- B. National Secretary
- C. National Treasurer
- D. National Representatives

Section 2. Qualifications

National Officers must be active AMP members in good standing.

Section 3. Duties of National Officers

A. General Duties

In general, the National Officers provide strategic communication, coordination, control, and planning for the union. Specific responsibilities include:

1. Maintain union integrity and focus on advancing the pay, benefits, work rules, job security, health, safety, knowledge, and professional image of our Aircraft Mechanic members.
2. Actively advocate, support, and sponsor legislation, regulation, and research which will improve and protect the interests of our members and our profession.
3. Maintain union public image.
4. Communicate and interact with external organizations, agencies, unions, and the public.
5. Provide assistance to Locals as needed.
6. Ensure National and Local Constitutional compliance.
7. Ensure fiscal integrity for the National and Locals.

B. National Director

The National Director shall notify the National Officers of all regular and special meetings. He shall, subject to the approval of the National Officers, appoint and remove, employ, and discharge, and adjust the compensation of all agents and employees of the AMP other than the duly elected Officers. He shall sign all notes, checks, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn by the Treasurer, enforce the Constitution and Bylaws, sign any agreement entered into between the AMP and any other organization has hereinafter provided; carry out any other duties the AMP may request; supervise the activities of the AMP; and shall render an Annual Report to the membership.

It shall be the duty of the National Director to call and preside at all meetings of the National, to preserve order during its deliberations; to appoint all committees not otherwise ordered by the National; to authorize expenditure of the National's governing funds; to enforce the Constitution and Bylaws; to supervise the activities of the Local(s); to supply the Local Officers with any information it may desire and to carry out all directives from the National Officers.

C. National Secretary

The Secretary shall take charge of all books and effects of the Association. He shall keep a record of all proceedings at all regular and special meetings of the National Officers. He shall keep a record of all officers and special appointees and maintain all Conflict-of-Interest Disclosure Statements and Agenda Disclosure Statements. He shall assist the National Director in preparing an Annual Report for the members of the Association. He shall be custodian of the Association Seal and affix the seal when required. He shall cause to be kept the Association membership records so as to show at all times the number of members under each classification, their names alphabetically arranged, their respective places of residence, their post office addresses, and the time at which each person became a member of the Association or changed his membership status. A member may inspect his records or account at any time at his request during normal business hours.

D. National Treasurer

The books and records of the Treasurer shall be accessible to any member or group of members in good standing in accordance with Federal law. He shall be responsible for all funds of the Association, receiving all dues, fees, and special assessments for the Association as a group. He shall keep an accurate record of all expenditures and receipts of the Association He shall keep an individual record of all dues and assessments of each member. He shall prepare and submit under his signature all reports required under law. He shall present his books at the end of each fiscal year for audit by a certified auditor. He or his successor will present this audit, together with a current accounting of AMP funds, at the next following National Officer meeting.

E. National Representative(s)

Each Local will provide a National Representative.

National Representative(s) shall assist the National Director in the discharge of all duties. They shall also preside when called upon by the National Director and at times when the National Director may be temporarily unable to discharge his duties. In case of removal, resignation, or death of the National Director, the National Representatives shall perform the duties of the National Director until such time that the National and Local Officers can meet to fulfill the vacancy procedures as outlined in Section 7 of this Article.

Section 4. National Officer and Staff Salaries

National Director, Secretary, Treasurer, and Representatives perform part-time duties and shall be paid a percentage of the maximum Aviation Maintenance Technician rate for hours worked:

- A. National Director – 150%
- B. National Secretary and Treasurer – 135%
- C. National Representatives – 125%

Full-Time, Part-Time, and Intermittent Staff will be paid as determined Local Officers based on need, budget, and market rates.

Section 5. Authorization of Monetary Obligations

- A. All bills payable, notes, checks, or other negotiable instruments of AMP National shall be made in the name of the AMP and shall be signed by one (1) of the following persons:
 - 1. National Director
 - 2. National Secretary
 - 3. National Treasurer
 - 4. National Representatives
- B. Other than regularly occurring payroll checks, all bills payable, notes, checks, or other negotiable instruments of AMP in excess of \$5,000 shall require two of these signatures to lawfully authorize the payment. The National Treasurer should be the second signatory on all checks over \$5,000.

- C. The National Director shall be provided each month with a summary of non-recurring checks issued in amounts greater than \$5,000. The National Director or Treasurer, may each, from time to time, transfer such 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 AMP National, and the National Director and Treasurer may each designate a surrogate, 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.
- D. No Officer, Agent, or employee of the AMP 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 the AMP or contract or cause to be contracted any debt or liability in the name of or on behalf of the AMP except as expressly prescribed and provided in this Constitution and Bylaws.
- E. Self-authorized payment or reimbursement is prohibited.

Section 6. Meetings

The National Officers shall convene for the transaction of business at least twice a year on a date and at a location determined by the National Director. Special meetings of the National Officers may be called by the National Director or will be called within fourteen (14) days upon the written request of thirty percent (30%) of the National Officers. There shall be no restrictions on business conducted at any meeting of the National Officers, provided, however, that no business shall be acted upon without:

- A. Ten (10) days notice of the agenda in writing to all members of the Board prior to such meeting; or
- B. Approval with two-third (2/3) majority vote by the National Officers.

Section 7. Voting

All issues shall be decided by a two-third (2/3) majority vote of the National Officers except as may otherwise be provided in this Constitution and Bylaws.

Section 8. Quorum

The quorum of the National Officers at all meetings, whether special or regular, shall have at least a two-third (2/3) minimum voting majority present.

ARTICLE VII - HEARING AND DISCIPLINARY PROCEDURES

Section 1. General

Any member is subject to disciplinary action, including but not limited to fines, placing a member in bad standing, suspension, or expulsion for any of the acts listed below. Charges filed under this Article for the purpose of resolving or pursuing intra-union political disputes shall not be actionable under this Article.

- A. Willfully acting as a strike-breaker (scab) during any duly authorized 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 working agreement
- F. Initiating and/or prosecuting charges under this article in bad faith (for example, malicious or frivolous charges) against another AMP member;
- G. Any act contrary to the best interests of the AMP as an institution or its membership as a whole.
- H. Any act motivated by malice or political animus that exposes another member to company discipline, up to and including termination.

Section 2. Charges

All charges shall be made in writing by submitting the charges to the AMP Local Secretary by certified mail, return receipt requested. The charges shall be specific as to the alleged acts that constitute the basis for the charges with citations to the particular provision 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 or her last known address. The Local Secretary is charged with distribution of the charges to the Local Officers and the Appeal Board.

- A. Charges may be brought under this Article by any member in good standing against any other member.
- B. Charges must be filed within one (1) year after the alleged offense or the Arbitrator's award in the related grievance, if applicable.
- C. Article VII 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 Secretary, who is charged with expeditious distribution of the submissions to the relevant parties and to the Appeal Board in the event they have not been served with the documents pursuant to the provisions of

this Article VII. 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 document.

Section 3. Local Hearing

- A. Unless otherwise provided for in this Article VII, the charges shall be considered by the accused member's Local Officers in the first instance. The Local Officers are first charged with determining whether the charges as submitted set forth a claim cognizable under this Article VII. If the Local Officers determine that the charges state a cognizable claim, the Local Officers shall hold a hearing, if either the accused or the accuser requests one, or at their discretion, if neither party requests a hearing. No hearing shall be convened unless the accused and the accuser have been given written notice at least twenty (20) days before the hearing. In the event that one of the Local Officers recuses him or herself, the remaining Local Officers shall continue to hear the charge.
- B. In the event of a hearing, both the accused member and the accuser shall have the right to be represented by a member in good standing and present relevant evidence. If the accuser or the accused fails to appear at a scheduled hearing, he or she shall be deemed to have waived his or her right to an appeal from the decision of the Local Officers, unless the Appeal Board finds that good cause is shown for the failure to appear at the hearing.
- C. At the Local Hearing, a court reporter will be present and will record a transcript of the hearing and swear in the witnesses. This cost will be borne by the Association. Both the accused and the accuser shall be provided with a copy of the transcript at the Association's expense.
- D. A decision on the charges will be published within thirty (30) days after the hearing or thirty (30) days after receipt of the transcript. The decision shall be in writing and sent by certified mail, return receipt requested, to the Secretary.

Section 4. Appeal Board

- A. An Appeal Board shall be established to hear or review cases referred to it in accordance with this Constitution and Bylaws. This Appeal Board shall comprise three (3) regular and two (2) alternate members in good standing, appointed by the Board of Directors.
- B. The term of office for such members shall be for two (2) years or until their successors have been selected.
- C. Either the accused or the accuser may appeal the decision of the Local Officer(s) to the Appeal Board. An appeal of the decision by the Local Officer(s) must be made within thirty (30) days after receipt by the accused or the accuser of the decision of the Local Officer(s).
- D. Should the accused or the accuser be a Local Officer, then such charges shall be considered by the Appeal Board in the first instance. When accused members from more than one Local are charged with substantially the same offense, such charges shall be considered by the Appeal Board in the first instance. Such charges should be filed in writing with the Secretary.

- E. The National Director shall have the authority, in consultation with General Counsel, to enforce the Terms and Conditions of the Acceptable Use Policy (“AUP”) established for the AMP Web site and its subparts (“System”) on behalf of the Association by removing postings, and/or suspending or revoking a member’s access in whole or in part to the System for a period no longer than fourteen (14) business days. A member’s right of access to the System or any subpart(s) shall not be revoked or suspended unless the National Director, in consultation with General Counsel, determines that such action is necessary for AMP to comply with its legal or contractual obligations or to protect the integrity of the System. The National Director shall promptly provide the member, by e-mail or otherwise, with specific reasons for such actions. In the event that the National Director removes a member’s posting, the member may contest such action by filing an appeal with the Appeal Board. In the event that the National Director restricts a member’s access to the System, this restriction shall be subject to mandatory review by the Appeal Board. This review shall be conducted and a decision rendered by the Appeal Board within the fourteen (14) business days specified above. In the event that the Appeal Board determines that a member’s access has been restricted for cause, the Appeal Board shall determine the ultimate duration and the extent of the restriction. The Appeal Board’s decision may be appealed to the Neutral Arbitrator.
- F. When the Appeal Board holds a formal hearing, both the accused and accuser shall have the right to be represented by a member in good standing and present relevant evidence.
- G. The Appeal Board may decide that the charges as set forth by the accuser fail to state a cognizable claim. The Appeal Board will then dismiss the claim, via a written opinion. If the Appeal Board determines that the charges state a cognizable claim, the Appeal Board shall hold a hearing if either the accused or the accuser requests one, or at its discretion, if neither party requests a hearing.
- H. Unless otherwise provided, the Appeal Board shall give thirty (30) days notice of all hearings. A court reporter shall record, transcribe the hearing, and swear in the witnesses.
- I. The Appeal Board shall issue its decision no later than sixty (60) days from the date that the Appeal Board obtains jurisdiction over the case, either by appeal or by assuming or obtaining original jurisdiction. In the event of a hearing, the sixty (60) days shall run from the date of receipt of the transcript. The decision shall be in writing and sent by certified mail, return receipt requested, to the parties and to the Secretary.
- J. The fees and expenses of the Appeal Board shall be the responsibility of AMP, unless the Appeal Board determines that a party to the proceeding has repeatedly acted in bad faith in the prosecution or the defense of the charges, in which case the Appeal Board shall have the authority to impose some or all of the costs and fees associated with the Article VII proceeding on the offending party.

Section 5. Neutral Arbitrator

- A. Appeals of decisions made by the Appeal Board may be submitted to a Neutral Arbitrator by filing a written appeal to the Secretary within thirty (30) days of receipt of the decision by the Appeal Board. In the event of an appeal all sanctions, penalties, or fines imposed by the Appeal Board shall be stayed, pending the Arbitrator's award.
- B. The Neutral Arbitrator shall be randomly selected from a list of approved neutrals. The list of neutrals shall consist of a pool of eight arbitrators familiar with, and experienced in, matters involving union affairs. The Appeal Board, in consultation with AMP Legal, shall compile this list every five (5) years. The list of neutrals must be approved via majority vote of the Board of Directors.
- C. The Arbitrator shall hold a hearing as soon as practicable. A court reporter shall be present at the hearing in order to swear in witnesses and record a transcript. Both the accused and the accuser have the right to be represented at this hearing by a member in good standing. The Association shall provide the Arbitrator with all materials from prior hearings, as well as an electronic copy of past Article VII filings, transcripts, and awards.
- D. The fees and expenses associated with the arbitration shall be the responsibility of the Association, unless the Arbitrator determines that a party to the proceeding has acted in bad faith in the prosecution or defense of these charges, in which case the Arbitrator shall have the authority to impose some or all of the costs and fees associated with the Article VII proceedings on the offending party.

ARTICLE VIII – EXPENSES

Normal expenses incurred by any Officer, representative, or member while on AMP business shall be reimbursed by the AMP, provided, however, that authorization from the National or Local Director (as applicable) or his designated representative is first obtained. Allowable expenses shall include transportation, lodging, verified pay lost, meal expenses, and incidentals, conforming to the expense policy of the AMP as set forth by the National or Local Boards of Directors.

ARTICLE IX - BONDING AND INDEMNIFICATION

Section 1. Bonding

All officers of the Association shall be bonded in amounts not less than those provided for and required by appropriate Federal statute.

Section 2. Indemnification

The Association of Maintenance Professionals shall indemnify and hold harmless, to the extent permitted by law, the members of the Board of Directors, National Officers, committees, and staff as well as other members authorized by the Association to act on its behalf, against all liabilities, costs and expenses, including attorneys fees actually and reasonably incurred by him or her, in connection with any threatened, pending, or completed legal action or judicial or administrative proceeding to which he or she may be a party, or may be threatened to be made a party, by reason of his or her actions or omissions within the scope of his or her authorized duties on behalf of the Association, except with regard to any matters as to which he or she 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 indemnitor, 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 with 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.

ARTICLE X - CONFLICTS OF INTEREST

- A. Summary: The purpose of this statement is to assist the Aircraft Maintenance Professionals and all of its related operations in identifying, disclosing, and resolving real and potential conflicts of interest.
- B. Scope: The following statement applies to all members of the Association and its elected National Officers, Local Officers, and Staff.
- C. Fiduciary Responsibility: The National Officers, Local Officers, and Staff who serve the Association of Maintenance Professionals have a clear obligation to conduct all affairs of the Association in a forthright and honest manner. Each person should make necessary decisions using good judgment and ethical and moral considerations consistent with the Code of Ethics stated in the AMP Constitution and Bylaws. All decisions of the National Officers, Local Officers, and Staff are to be made solely on the basis of a desire to promote the best interests of the Association and membership.
- D. Statement: The National Officers, Local Officers, and Staff agree in their dealings with the Association to place the welfare of the Association and membership above personal interests, business interests, interests of family members, or others who may be personally involved in substantial affairs affecting the Association's basic functions.
- E. Specific Disclosure: The National Officers, Local Officers, and Staff shall disclose by submitting a Conflict-of-Interest Disclosure Form which fully discloses the precise nature of their interest or involvement when participating in any transactions for the Association which another party to the transaction includes:
 - 1. Himself or herself; or
 - 2. A member of the family (spouse, parents, brothers, sisters, children, and any other immediate relatives); or
 - 3. An organization with which the members of the National Officers, Local Officers, Staff, or their family members are affiliated.

Disclosure of said interest shall be made within five (5) business days of the first knowledge of the potential transaction.

F. General Disclosure: The National Officers, Local Officers, and Staff shall disclose by submitting a Conflict-of-Interest Disclosure Form disclosing all relationships and business affiliations which may now, or in the future, potentially conflict with the interest of the Association or bring personal gain to them, their family, or their business. While it is not practical to list all situations that might lead to a conflict of interest, disclosure of said relationship or affiliation must be made if any member of the National Officers, Local Officers, Staff, or members of their family:

1. Is an officer, director, partner, employee, or agent of an organization with which the Association has business dealings; or
2. Is either the actual or beneficial owner of more than one percent of the voting stock or controlling interest of an organization with which the Association has business dealings; or
3. Is a consultant for such an organization; or
4. Has any other direct or indirect dealings with an individual or organization from which he or she materially benefited (e.g., through the receipt directly or indirectly of cash, gifts, or other property); or
5. Accepts commissions, a share of profits or other payments, loans (other than with established banking or financial institutions at prevailing market rates), services, preferential treatment, entertainment or travel, or gifts from any individual or organization doing or seeking to do business with AMP valued at greater than \$100 retail; ~~or~~
6. Buys, sells, or leases, whether directly or indirectly, through another company, firm or individual, any kind of property, facilities, or equipment from or to AMP.

G. Reporting of Disclosures: All disclosures by Staff will be handled by the respective National and Local Treasurers and will be held in confidence, except when the Association's best interests would be served by bringing the information to the attention of the National and Local Officers. All disclosures of the National Officers, Local Officers, and Staff shall be handled by the respective National and Local Treasurers and maintained in a file, which can be inspected by any member of the Association.

H. Restraint of Participation: The National Officers, Local Officers, and Staff who have a conflict of interest, real or potential, in any manner shall refrain from participating in the execution of any agreement, contract or verbal binding of the Association and shall refrain from voting on such matters. National and Local Officers shall execute an Agenda Disclosure Statement prior to any agenda item that represents a real or potential conflict of interest.

- I. Determination of Possible Conflict of Interest: Any individual who is uncertain about a conflict of interest in any manner shall disclose such possible conflict to the appropriate reporting individual, as noted above, using the Conflict of Interest Disclosure Form noting the potential conflict and any other information which the individual feels would assist AMP Legal in determining if a conflict of interest exists. The respective National and Local Treasurers shall notify AMP Legal immediately of all disclosures. After the Disclosure Form has been executed, the individual shall be entitled to act as though no conflict of interest exists unless AMP Legal notifies him or her otherwise in writing.
- J. When to Disclose Conflicts of Interest: Each member shall execute a Conflict-of-Interest Disclosure Form in order to qualify as National or Local Officer candidate or when nominated for any national committee and before assuming any duties of that office or committee. Staff members shall execute a Conflict-of-Interest Disclosure Form when applying for employment. The form shall be maintained by the respective National or Local Treasurer for the entire term of office/employment and will be destroyed upon completion of term in office or termination of employment with the Association. If a potential conflict of interest arises subsequent to the submission of the original form, the National Officers, Local Officers, or Staff members shall complete a Conflict-of-Interest Form within five (5) business days of becoming aware of the conflict.
- K. Failure to Disclose: Each National Officer, Local Officer or Staff member who executes a Disclosure Form recognizes that such filing is a requirement for continued affiliation or employment with the Association, and further, that a knowing failure to disclose a potential conflict of interest could result in Article VII proceedings or discipline / termination of the employee and become subject to appropriate legal action to recover/return any item obtained in conflict with this policy.

Aircraft Maintenance Professionals (AMP)

Conflict-of-Interest Disclosure Form

TO: Aircraft Maintenance Professionals National and Local Treasurers

I have received and read the Conflict-of-Interest statement as set forth in the AMP Constitution and Bylaws and to the best of my knowledge and information, I am in compliance with the provision except as specifically set forth below. If my status should ever change, I will advise the Treasurer and complete an additional Disclosure Form within five (5) business days. (Check one)

I have no conflict of interest as set forth in the Constitution and Bylaws.

I am involved in a potential or actual conflict of interest as defined in the Constitution and Bylaws as set forth below:

Signature

Printed Name and Employee Number

Date

ARTICLE XI - COMMITTEES

- A. The National/Local Director, subject to the advice and consent of the National/Local Officers, shall appoint members to the standing committees established by the National/Local Officers, except for standing committees that the National/Local Officers have reserved the right to elect. The committee member appointed by the National/Local Director shall be made from a list of members in good standing, submitted by current members of the National/Local Officers.
- B. Each committee member appointed by the National/Local Director shall submit a Conflict-of-Interest Disclosure Form to the Treasurer and be subject to a vote of approval by the National/Local Officers at the next regular meeting following the appointment. A two-third (2/3) majority vote shall be required for approval or rejection. The National/Local Director may appoint ad hoc committees as necessary to handle special projects. These ad hoc committees shall not be standing committees, shall remain in effect for not longer than one (1) year, shall be appointed from a list of members in good standing, submitted by current members of the Board, shall submit a Conflict of Interest Disclosure Form to the Treasurer and shall be subject to National/Local Officer approval and recall.
- C. The term in office for standing and ad hoc committee members, except those standing committees that the National/Local Officers have reserved the right to elect will expire with each election of the Association's National/Local Directors.
- D. The National/Local Director, as appointing authority, has the power to remove or replace any committee member, except for the committees that the National/Local Officers have reserved the right to elect.
- E. Any member appointed or elected to any committee shall submit a Conflict-of-Interest Disclosure Form to the Treasurer prior to National/Local Officer approval. Any Member appointed or elected to any committee shall be subject to recall with or without cause by the National/Local Officers. A two-third (2/3) majority vote of the National/Local Officers shall constitute a recall.

ARTICLE XII - NEGOTIATIONS AND AGREEMENTS

- A. During negotiations having the purpose, intent, or effect of amending, modifying, or extending the Collective Bargaining Agreement, at least two (2) elected members of the AMP Negotiating Committee shall be present at all meetings with any member of the Company's Negotiating Committee. This policy shall be adhered to without exception by the National Officers, Local Officers, and Negotiating Committee at all times. At the first joint session of any negotiation or mediation or super-mediation, the National Director, Local Director, or the Chairman of the AMP Negotiating Committee shall notify management's negotiating committee and the National Mediation Board representative, if applicable of this policy, and that there can be no exceptions to it for any reason.
- B. No National Officer, Local Officer, 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 National Officers, Local Officers, and membership. If conferences or negotiations are to be held and the subject matter is of a confidential competitive nature, then the National Officers, Local Officers, and membership shall be notified.
- C. Conferences or negotiations shall not be initiated or carried on or concluded in the name of AMP by any member or any group of members thereof to make or establish basic collective bargaining agreement or other agreements without the prior approval of the National and respective Local Officers.
 - 1. A Professional Negotiator shall be used in all negotiations with the company, he/she will be an equal member and participant of the Negotiating Committee, assisting the Chairman in the goals and objectives set forth by the National and Local Officers. The Negotiator shall not assume the duties and position of the Chairman, but assist the Chairman in his duties, and shall report directly to the National and Local Officers. The Professional Negotiator shall be responsible for maintaining a negotiating history, archives, facilitates, prepares for mediation, arbitration, grievances, and possible lawsuits during the life of the contract. He/she will also be responsible for training and arranging skilled negotiating courses for the Committee Members with the approval of the National and respective Local Officers.
- D. Collective bargaining agreements, affiliation agreements, or merger with other labor organizations shall be submitted to the National Officers for review. After reviewing the agreement, the National Officers shall vote to approve or reject the agreement. Only agreements approved by the National Officers by a two-third (2/3) majority vote shall be forwarded to the affected Local Officers for a two-third (2/3) majority vote of concurrence, and finally the affected Local membership for a greater than fifty percent (50%+) majority ratification vote.

- E. The Local Officers shall determine the date the ratification ballots will be distributed to all active members in good standing. Active members in good standing may vote for or against ratification of the agreement and shall return their ballots postmarked no later than fourteen (14) days following the date of ballot distribution. In order to bind the Association, the agreement shall be ratified by a greater than fifty percent (50%+) majority vote of the participating members. The membership shall be notified immediately of the results.
- F. In order to bind the Association, amendments to the basic collective bargaining agreements relative to pay, benefits or work rules, scope, successorship, and any agreements involving seniority list integration shall be ratified by the National and Local Officers.
- G. No agreement shall become effective until it bears the signature of the AMP National Director and respective Local Director.

ARTICLE XIII - AMENDMENTS

- A. The Constitution and Bylaws may be altered, amended, or added to by an affirmative two-third (2/3) Vote of the National and Local Officers.
- B. Any alteration, amendment, or addition to the Constitution and Bylaws shall not become effective after the two-third (2/3) affirmation referred to above, for one hundred (100) days after the completed vote has transpired.

If, during such one hundred (100) day abeyance period, thirty percent (30%) of the active membership petitions the Secretary requesting a referendum of the subject alteration, amendment, or addition, the Secretary shall circulate such a referendum ballot to the active membership. The ballot shall contain the proposal to be voted on and shall state a reasonable deadline for the return of the ballots.

- C. The Constitution and Bylaws may also be altered, amended, or added to in the following manner:
 - 1. Thirty percent (30%) of the active members in good standing may petition the National Secretary requesting a referendum ballot for altering, amending, or adding to the Constitution and Bylaws. All such petitions must bear a signature date no earlier than one hundred and twenty (120) days prior to submission to the National Secretary. The National Secretary shall, within thirty (30) days, circulate such ballots to the active membership. The ballot shall contain the proposition to be voted on and shall state a reasonable deadline for the return of the ballots.
 - 2. Any referendum petitions submitted to the National Secretary shall contain the petitioner's name printed in block letters, his signature, employee number, domicile, and date of that signature.
 - 3. A greater than fifty percent (50%+) majority vote of the active members in good standing shall be required for passage of a referendum ballot.

APPENDIX A - CODE OF ETHICS

AMP's NATIONAL OFFICERS, LOCAL OFFICERS, STAFF, CONSULTANTS AND NATIONAL COMMITTEES

I will faithfully discharge the duty I owe the Association, which makes my way of life possible.

I will respect other officers, committee members, and employees of the Association remembering that respect does not entail subservience.

I will do all within my powers to discharge my duties efficiently and in a manner that will not cause unnecessary delays or expenses.

I will faithfully adhere to the policies, directives, and resolutions of the Board of Directors.

I will realize that as a representative of the Association, I will at all times keep my personal appearance and conduct above reproach.

I will direct any criticism or proposed changes to the proper authorities within the Association.

I will hold the Association's business secrets in confidence.

In dealing with others, I will expect efficient performance, yet I will overlook small discrepancies and refrain from unnecessary and destructive criticism.

I will conduct my affairs with the Association in such a manner as to bring credit to the Association and to myself.

I will conduct my affairs with the Association and its members in accordance with the rules laid down in the Constitution and Bylaws of the Association and the interpretations promulgated there from.

I shall refrain from taking advantage of the confidence reposed to me by my fellow members. If I am called upon to represent the Association in any dispute, I will do so to the best of my ability, fairly and fearlessly, relying on the influence and power of the Association to protect me.

I will regard myself as a debtor to the Association and will dedicate myself to its advancement.

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 so that my skill and judgment, which heavily depend on such knowledge, may be of the highest order.

I will endeavor to my utmost to faithfully fulfill the obligations of the Association of Maintenance Professionals Code of Ethics.

Ethics are not learned by teaching; they are inculcated by example and by experience. To a man of honor, ethics come as naturally as good table manners.