CONSTITUTION AND BYLAWS

HOME OFFICE
To be Determined

Ratified and Approved by
Association of Maintenance Professionals
Steering Committee

Effective: Date of Certification
### CHANGES MADE TO THE CONSTITUTION AND BYLAWS SINCE LAST REVISION

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This Constitution and Bylaws, Amendment

Certified by: ___________________________ Date: _______________

AMP Seal
PREAMBLE

This Constitution and Bylaws of the Association Of Maintenance Professionals is hereinafter set forth to provide the mechanism whereby the collective and individual rights of the members in the AMP are safeguarded through a formula for sound leadership and, at the same time, retention of control of the AMP by the membership.

This Document was established July 26, 2010

AMENDMENT DATES

*Rewrite – effective immediately
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ARTICLE I    GENERAL

Section 1.    Name

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

Section 2.    Home Office Location

The General Office and Headquarters of the AMP shall be in the same metro area as the Company’s Corporate Headquarters

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. 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 then being paid by such members, less any indebtedness.

B.    AMP may also be dissolved through an affiliation or merger pursuant to a representation vote conducted by the National Mediation Board under the Railway Labor Act or pursuant to Article XII, Section D. Until such time as the NMB requires an election or the Board of Directors decides affirmatively through a two-thirds (2/3) vote to pursue an affiliation or merger, AMP money or property may not be used to encourage or facilitate such affiliation or merger.

Section 4.    Government

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

B.    The Board of Directors shall approve a Policy Manual for the ASSOCIATION of MAINTENANCE PROFESSIONALS which will provide the mechanism whereby the collective and individual rights of the Members in the AMP are safeguarded through a formula for sound leadership and, at the same time, retention of control of the AMP by the membership. All Association officers, committee members, agents, and employees are obligated to be aware of, understand, and conduct themselves consistent with the policies contained therein. The policies contained therein apply to the Board of Directors, even when the Board is in session. The Board of Directors does have the authority to alter the Policy Manual at any time or to deviate from the Policy Manual according to the following standards:
1. The Board may vote, by simple majority, to take an action (or actions) that either explicitly or implicitly deviate(s) from the Policy Manual.
2. The Board may vote, by a two-thirds (2/3) majority, to make a permanent change to the Policy Manual.

At any time the Board takes either of the above actions, the membership will be informed within 24 hours using the AMP Information Hotline. Such notice will describe the nature of the change or the deviation. Further, the specific substance of the change or deviation will be made electronically available within three (3) business days.

Section 5. Governing Bodies

The governmental powers of the AMP shall be vested in the Board of Directors and the National Officers 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 or Policy Manual shall be decided according to the principles set forth in the current Robert’s Rules of Order.

Section 7. Fiscal Year

The fiscal year of the Association shall be Determined at date of certification

Section 8. Authorization of Monetary Obligations

All bills payable, notes, checks or other negotiable instruments of AMP shall be made in the name of the AMP and shall be signed by one of the following three persons: National Director, Assistant National Director, or Secretary-Treasurer. 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 Secretary-Treasurer should be the second signatory on all checks over $5,000. The National Director shall be provided each month a summary of non-recurring checks issued in amounts greater than $5,000. The National Director or Secretary-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 Association, and the National Director and Secretary-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. Each Local shall be entitled to 25% annually of the amount of that Local’s dues paid to the National for Local business, if needed, as deemed proper by the Local Officers. This amount can be increased if deemed necessary by the Board of Directors. 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.
Section 9. Seal

The official Seal of AMP – [Intentionally left blank until determined by Board of Directors]
ARTICLE II  OBJECTIVES AND RIGHTS OF AMP

A. To operate a non-profit employee-representing association, a labor union.

B. To protect the individual and collective rights of the members of the AMP and to promote their professional interests, including timely prosecution of individual and collective grievances.

C. To establish and to exercise the right of collective bargaining for the purpose of making and maintaining employment agreements covering rates of pay, rules, and working conditions for the members of the AMP and to settle promptly disputes and grievances which may arise between such members and their employer. AMP maintains the right to resolve institutional and individual grievances in its sole discretion as the collective bargaining representative of the Members.

D. To determine and negotiate and to continue to improve the rates of compensation, benefits, pensions, hours of employment and working conditions, and to maintain uniform principles of seniority and the perpetuation thereof.

E. To achieve full retroactivity and full pensionability for all improvements in pay from the amendable date of the previous agreement through the date of signing of a new agreement.

F. To sponsor and support the passage of legislation and appropriate regulations affecting membership and the industry which may be beneficial to the profession or to the industry.

G. To safeguard with ceaseless vigilance, the safety of scheduled air transportation in recognition of the high degree of public trust, confidence and responsibility placed on the members.

H. To disseminate information in any manner to enhance the professional status of the Membership and to ensure a fully informed membership. A fundamental principle of AMP’s ability to effectively represent the interests of its membership is protecting AMP’s right to communicate with the membership without restriction or outside approvals. Therefore, no AMP Officer, Committee Member or staff employee shall agree to or participate in a communications “blackout” or other restriction of the flow of information from AMP to the membership including proposals presented by AMP or management during negotiations.

I. To levy dues and assessments upon the Membership with which to provide the funds necessary to carry on the business and objectives of the Association.

J. To 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, for the convenient conduct and execution of the Association’s business, including the purchasing, leasing, and maintaining of equipment, buildings, and improvements which may be necessary, directly or indirectly, in connection with any of the business and objects of the Association.
M. To exchange views and information with other U.S. and international maintenance organizations and to cooperate on issues where a mutual benefit is possible, such as safety, collective bargaining, legislative and regulatory matters.

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

ARTICLE III  MEMBERSHIP

Section 1. Qualifications

A. Any person of lawful age and of good moral character who is employed in the Mechanic and Related Craft and Class at American Airlines, Inc., who is accruing seniority, furloughed, or on a leave of absence, shall be eligible for membership in the AMP as hereinafter provided.

B. No one except honorary members shall be permitted a membership who is not in the Mechanic and Related Craft and Class at American Airlines.

C. 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 2. Classes of Membership

A. Apprentice membership shall be assigned to a probationary member upon application and approval by his Local President. Apprentice membership shall terminate upon completion of such member’s probationary period.

B. Active membership shall be assigned to member who have completed the probationary period and meet the qualifications set forth in Article III, Section 1A, upon application and approval.

C. Inactive Membership shall be assigned to members who have completed the probationary period and meet the qualifications set forth in Article III, Section 1A, upon application and approval. Members in the following employment statuses shall be eligible for inactive membership;

1. Furlough
2. Medical or Personal Leave of Absence
3. Military Leave of Absence

Inactive Member. A member in good standing shall automatically be transferred to inactive membership status upon:
1. Being furloughed by the Company.
2. Being on leave of absence from the Company twelve (12) months after the expiration of paid sick leave, or
3. Being in the United States military forces on continuous active duty in excess of sixty (60) Months.

E. Honorary membership may be conferred upon any individual by action of the Board of Directors.

Section 3. Application and Approval for Membership

A. All applications for membership shall be on a standard form provided by the Secretary-Treasurer and shall be submitted to the President or Vice President of the Local, which has jurisdiction over the application.

B. Applicants for membership shall be investigated by the Membership Committee.

C. Following investigation, each application for membership shall be voted upon by the members of the Local, which has jurisdiction over the application. Such vote shall take place at a regularly convened meeting of the Local. An applicant for membership must receive an approval of the majority of those present at the meeting in order to be admitted into membership.

D. If an application is not approved by a majority of the membership, the applicant must wait for a period of six (6) months before reapplying for membership.

E. All former members of AMP, regardless of whether they voluntarily resigned their membership or were expelled from membership, shall not be accepted into active or inactive membership unless they follow all the procedures outlined in this Section.

Section 4. 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 Secretary-Treasurer of the AMP and shall bear the AMP seal. Honorary members, apprentice members, 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 Secretary-Treasurer and bear the AMP seal.
Section 5. Membership Status

A. A member who accepts a management position for American Airlines for which total compensation is not defined by the collective bargaining agreement will become a nonmember upon assuming that management position. And will forfeit all seniority rights after 90 days.

B. Except as provided in an above, a member in good standing shall remain a member in good standing as long as such member has paid current dues and assessments. The Secretary-Treasurer shall transfer a member from good to bad standing if such member shall be delinquent in either dues or assessment.

C. Only 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.

D. A member shall be returned to good standing upon the payment of all back dues, assessments, and penalties owing. Any reinstated member may be required to satisfy medical underwriting standards and pay costs associated with reinstatement to any AMP benefits program.

E. When a member is in bad standing for sixty (60) consecutive days the Secretary-Treasurer shall notify such member that unless he pays or makes arrangements to pay all back dues, assessments, and penalties within thirty (30) days he shall be subject to article 38 sections f, g, and h of the contract.

F. The Secretary-Treasurer shall keep an account for all members in good standing, members in bad standing, non-members, retired members, inactive members, etc.

Section 6. 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 rate of two (2) hours per month.

B. It shall be the duty of the Board of Directors to conduct an annual review of the dues structure of the Association, to determine if the dues structure should be revised. The meeting at which this annual review occurs, or any Board 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. Members of the Board of Directors, National Officers, and the Negotiating Committee shall be exempt from paying dues during their term of office.

D. 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.

E. Initiation fees and dues will be collected by the Secretary-Treasurer and a record of each member’s dues payment history will be maintained.

1. Initiation fees and dues for members hired by the Company:

   a. A probationary member who applies for membership will not begin paying dues until he or she becomes an active member; however:

      (1) A probationary member who applies for membership during the first ninety (90) Days after his or her date of employment will not pay an initiation fee;

      (2) A probationary member who applies for membership after the first ninety (90) Days after his or her date of employment will pay a $25.00 initiation fee.

   b. A member who applies for membership after completing a probationary period shall pay a $25.00 initiation fee.

F. Assessments may be levied on all members to provide for extraordinary expenses, contingencies, and reserves, provided such assessments are first approved by a two-thirds (2/3) vote of the Board of Directors and ratified by a majority vote of the members voting in a membership vote on the question.
Section 7. Membership Rights and Obligations

A. 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.

B. Apprentice and inactive members shall enjoy all the benefits of active membership except the privileges of voting, holding elected office, and participation in Association sponsored programs where specific requirements prohibit such participation.

C. 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, provided, however, that a member’s continued participation in an Association-sponsored benefit program shall not be terminated as a result of bad standing membership.

D. Voting on matters presented at a Local meeting shall be restricted to active members in good standing currently at that Local.

E. Members of the Association 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.
ARTICLE IV  NATIONAL OFFICERS

Section 1.  Officers Defined

The National Officers shall be the National Director, Assistant National Director, and Secretary-Treasurer.

Section 2.  Eligibility

Only active members in good standing shall be eligible for nomination and election to National office. A National Officer who retires during a term of office shall vacate that office automatically upon retirement. Any National Officer who is ordered to Active Duty service in the United States military in excess of 90 consecutive days or more than 120 days in any twelve month period will be required to resign his/her office and the vacancy filled in accordance with Article IV, Section 7.

Section 3.  Salary

The salary of the National Director, Assistant National Director and Secretary-Treasurer shall be determined by a multiplication of the all in top rate of the Aviation Maintenance Technician:

National Director 1.5 times
Assistant National Director 1.5 times
Secretary-Treasurer 1.25 times

Section 4.  Nominations for National Office

A.  Any active member in good standing shall be eligible to hold any national office.

B.  No more than six (6) months prior to the date of the National Officer Election, the Secretary-Treasurer shall establish a schedule for the upcoming election. The schedule and a notice of election shall be contained in an Association publication or mailed directly to each member.

C.  Any active member in good standing may nominate him or herself or any other active member in good standing for the office of National Director, Assistant National Director, or Secretary-Treasurer. To be eligible for nomination, the person to be considered shall execute a statement, in a form provided by the Secretary-Treasurer, that he or she will serve if elected. The person shall also execute the Conflict of Interest Disclosure Form C&B (Appendix B). These acceptance forms shall be included with the notice of election. The name of the nominee and the forms shall be sent to the Secretary-Treasurer by certified mail, return receipt requested. A member may also withdraw his or her nomination at any time prior to the distribution of the ballots by notifying the Secretary-Treasurer in writing.
D. The Secretary-Treasurer shall cause to be distributed to each active member in good standing a list of persons willing to be considered for nomination. Each member may vote for one (1) person for each office from the list of names provided by the Secretary-Treasurer. An independent disinterested third party shall be responsible for the counting of the nomination ballots.

E. The Two (2) persons who receive the most votes from each local for each office shall be considered nominated, and the Secretary-Treasurer shall include their names on the official ballot in alphabetical order. In the event of a tie for the second place, the tied candidates shall be included on the ballot.

Section 5. National Office Election Procedures

A. Subject to the supervision of the Secretary-Treasurer, the independent disinterested third-party designated pursuant to Section 4.D. 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-one (21) days prior to the date of the vote count.

B. The most current Status 1 List shall be used to determine the eligibility of a member to vote in the election.

C. 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.

D. 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.

E. 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.

F. In the event that no candidate receives a majority of votes cast for a particular office, the Secretary-Treasurer 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 the drawing of lots.
Section 6. Election Appeals

The Article VII 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. The Appeal Board shall issue its written finding or decision as soon as practicable within sixty (60) days of receipt of a written protest, complaint, or appeal.

Section 7. Terms of National Office and Vacancies

A. Effective with the election of the National Officers for the term beginning July 2010, the term of office for the National Director, Assistant National Director, and Secretary-Treasurer shall be three (3) years and shall commence on the first day of July, and continue for three (3) years or until he or she is re-elected or a successor has been elected and assumes office in accordance with this Constitution and Bylaws.

B. If the results of a runoff election are announced after the first day of July in an election year, the person elected shall assume office immediately. No person may serve more than two (2) consecutive terms (not including partial terms) in the same National Officer position (i.e., National Director, Assistant National Director, Secretary-Treasurer) after July, 1st 2010

C. In the event of a vacancy in the office of the National Director, and if the unexpired term is twelve (12) months or less, the Board of Directors, by majority on a one director, one vote basis, shall elect a National Director. If the unexpired term is more than twelve (12) months, the Board of Directors, by majority on a one director, one vote basis, shall elect a National Director pro tem to serve until an election can be held to fill the vacancy.

D. In the event of a vacancy in the office of Assistant National Director, and if the unexpired term is twelve (12) months or less, the Board of Directors, by majority on a one director, one vote basis, shall elect a Vice President. If the unexpired term is more than twelve (12) months the Board of Directors, by majority on a one director, one vote basis, shall elect a Assistant National Director pro tem to serve until an election can be held to fill the vacancy.

E. In the event of a vacancy in the office of Secretary-Treasurer and if the unexpired term is twelve (12) months or less, the Board of Directors, by majority on a one director, one vote basis, shall elect a Secretary Treasurer. If the unexpired term is more than twelve (12) months, the Board of Directors shall, by majority on a one director, one vote basis, elect a Secretary-Treasurer pro tem to serve until an election can be held to fill the vacancy.
Section 8. Duties of National Officers

A. National Director

The National Director shall notify the officers of all regular and special meetings of the Board of Directors. He shall, subject to the approval of the Board of Directors, appoint and remove, employ and discharge, and fix the compensation of all servants, 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 Secretary-Treasurer (as provided for in Article II, Section 6), 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.

B. Assistant National Director

The Assistant National Director shall assist the National Director in the discharge of all duties. He 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 Assistant National Director shall perform the duties of the National Director until such time that the AMP Board of Directors can meet to fulfill the vacancy procedures as outlined in Section 7 of this Article.

C. Secretary-Treasurer

1. The Secretary-Treasurer 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 (C&B Appendix B1) and Agenda Disclosure Statements (C&B Appendix B2). He shall assist the National Director in preparing an Annual Report to 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 any time at his request during normal business hours.

2. The books and records of the Secretary-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 assessed 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 assessment 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.
Section 9. Recall of Officers

A. The National Director, Assistant National Director, or Secretary-Treasurer may be recalled and removed from office by action of the membership as follows:

1. A two-thirds (2/3) majority of the Board of Directors, on a one Director one vote basis (secret ballot), may cause a recall ballot to be sent to the membership on a National Officer. If a simple majority (50% plus one) of the members voting in a recall ballot (not including apprentice members) vote for a recall, that National Officer shall be recalled and removed from office.

2. Thirty percent (30%) of the active membership in good standing (not including apprentice members) may petition the Secretary-Treasurer and cause a recall ballot be taken on any National Officer. If a simple majority (50% plus one) of the members voting on a recall ballot (not including apprentice members) vote in favor of a recall, that National Officer shall be recalled and removed.

ARTICLE V BOARD OF DIRECTORS

Section 1. Representation

A. The Board of Directors shall consist of the President and Vice President from each Local, where a majority of Members are employed except for locations with less than 150 members additionally (Title II - will be represented by 5 At Large Board of Directors)- Two {2} Directors from overhaul and Three {3} Directors from the line stations.

B. Locals not meeting the criteria of 1.A. above, shall be represented by the geographically closest AMP Local, in existence as of (date of certification by NMB).

Expected Locals, DFW, DWH, JFK, LAX, MIA, ORD, STL, CLT, PHX, and TUL

C. Members of a base represented by geographically closest AMP Local have the right to run for elective office in the base that represents them.

Section 2. Meetings

The Board of Directors 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 Board of Directors 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 Board of Directors. There shall be no restrictions on business conducted at any meeting of the Board of Directors, 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 of seventy-five percent (75%) of the Board of Directors.

Section 3. Voting

A. All issues shall be decided by a majority vote of the Board of Directors except as may otherwise be provided in this Constitution and Bylaws.

B. Each Title 1 member of the Board shall be entitled to vote fifty percent (50%) of the Title 1 active members in good standing at his Local provided that the representative from a local having one hundred (150) or less members shall be entitled to one (1) vote for each active member in good standing at his/her Local. Fractional votes will be counted.

C. At a meeting of the Board of Directors, in the absence of a Local President or Vice President, a Duly Designated (not proxy) Representative (DDR) from such Local possessing authorization from the absent President or Vice President shall have and exercise all rights and privileges as a member of the Board of Directors at such meeting. An exception to this paragraph can occur when a newly elected Officer who has not yet taken Office is serving as DDR while the incumbent Officer remains in attendance.

D. Proxy voting will be allowed at all duly-convened Board meetings within the AMP provided that:

   1. Proxies are in writing.
   2. Proxies may not be given when the duly elected officer or duly designated representative is personally present.
   3. Proxies may not be used in any vote by secret ballot.

Section 4. Quorum

The quorum of the Board of Directors at all meetings, whether special or regular, shall be a majority of the Local President and Vice President or their Duly Designated Representatives (DDR), not proxy, from such local possessing authorization from the absent President or Vice President.

ARTICLE VI LOCALS

Section 1. Officers Defined

The Local Officers shall be President and Vice President.
Section 2. Eligibility

Only active members in good standing shall be eligible for nomination and election to Local office. A Local Officer who retires during a term of office shall vacate that office automatically upon retirement. A Local Officer may hold office only at his/her Local. Any Local Officer who is ordered to Active Duty service in the United States military in excess of 90 consecutive days or more than 120 days in any twelve month period will be required to resign his/her office and the vacancy filled in accordance with Article VI, Section 4.

Section 3. Locals Nominations and Elections

A. At least seventy-five (75) days prior to the dates established in Section 4.A. of this Article VI, the Secretary-Treasurer shall cause to be distributed to each Local member a notice of nomination and election, which shall include an election schedule and nomination ballot.

B. Any active member in good standing at the local shall be eligible to hold any local office. Any active member in good standing at the local may nominate himself or herself or any other active member in good standing at the local for the office of Local President or Local Vice President, Chairman of Maintenance, Chairman of Facilities, etc. To be eligible for nomination, the person to be considered shall execute a statement, in a form provided by the Secretary-Treasurer, that he or she will serve if elected. The person shall also execute the Conflict of Interest Disclosure Form (C&B Appendix B1). These acceptance forms shall be included with the notice of election. The name of the nominee and the forms shall be sent to the Secretary-Treasurer by certified mail, return receipt requested. A member may also withdraw his or her nomination at any time prior to the distribution of the ballots by notifying the Secretary-Treasurer in writing.

C. The Secretary-Treasurer shall cause to be distributed to each active member in good standing at the local a list of persons willing to be considered for nomination. Each member may vote for one (1) person for each office from the list of names provided by the Secretary-Treasurer. The most current Status 1 List shall be used to determine the eligibility of a member to vote in the election.

D. Subject to the supervision of the Secretary-Treasurer, the independent disinterested third party designated pursuant to Article IV, Section 4.D. shall also be responsible for the administration of nominations and elections. The official ballot shall be made available to all members no less than twenty-one (21) days prior to the respective dates of the vote count.

E. The three (3) persons who receive the most votes for each office shall be considered nominated, and the independent third party shall forward their names to the Secretary-Treasurer. Subject to the Secretary-Treasurer’s supervision, the ballots will then be made available by the independent third party for election of candidates. In the event of a tie for the third place, the tied candidates shall be included on the ballot.

F. The candidate who receives the majority of the 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-
Treasurer shall cause a run-off election to be concluded within sixty (60) days of the prior vote count. The ballot in the run-off election shall be limited to the two (2) candidates who received the greatest number of votes. In the event of a tie in a run-off election, one (1) candidate shall be eliminated by the drawing of lots.

H. In the event of a tie for a particular office, the Secretary-Treasurer shall cause a run-off election to be concluded within sixty (60) days of the prior vote count. The ballot in the run-off election shall be limited to the candidates who tied for a particular office. In the event of a tie in a run-off election, a candidate(s) shall be eliminated by the drawing of lots.

I. Each candidate is permitted to have an observer at every phase of the election process, subject to the independent third parties policies. The candidate and any active member in good standing of the local designated by the candidate shall be eligible to act as observer.

J. Each ballot and each vote on the ballot cast by an active member in good standing of the local shall be counted, provided the independent third party is able to determine the intention of the voter with reasonable 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.

K. Challenges to the conduct of the election and complaints about how ballots were counted shall be resolved pursuant to the procedure set forth in Section 6.

Section 4. Schedule of Local Elections, Terms of Office, and Vacancies

A. The term of office of the Local President and Vice President shall be for a period of twenty-four (24) months. Locals shall be divided into four (4) categories, and the division shall be published in the AMP Policy Manual. Terms of office will begin according to the following dates and shall continue until the last day of the twenty-fourth month thereafter.

1. Category A: The first day of November in even-numbered years.
2. Category B: The first day of May in odd-numbered years.
3. Category C: The first day of May in even-numbered years.
4. Category D: The first day of November in odd-numbered years.

B. No person may serve more than four (4) consecutive terms (not including partial terms) as a member of AMP’s Board of Directors. In order to ensure the Board of Directors always remains fully constituted, a Duly Designated Representative (DDR) will be appointed to temporarily fill a vacant seat on the Board of Directors until such time as the appropriate election process is concluded. If the vacancy is created as a result of a resigning or retiring Local Officer, the resigning or retiring Local Officer will appoint the Duly Designated Representative (DDR) prior to resigning or retiring. If the vacancy is created by other means, or if the resigning or retiring Local Officer fails to appoint a Duly Designated Representative (DDR), the remaining Local Officer will appoint the Duly Designated Representative. If there is no other Local Officer to make the appointment, the National Director will appoint a member from the local to be the Duly Designated Representative.
C. In the event of a vacancy in the office of Local President or Vice President, if the unexpired term is more than six (6) months, an election shall be held to fill the vacancy utilizing the procedures specified in Section 4 of this Article VI. If the unexpired term is six (6) months or less, an election shall be held at a local meeting provided that a notice is mailed to each local member at least twenty (20) days prior to the election informing the member of the date, time, and place of the election and a listing of the office or offices to be filled.

D. In the event a local loses eligibility for stand alone status because the number of active members in good standing at the Local falls below the number required by Article V, Section 1.A. of the Constitution and Bylaws, the following will apply:

Effective with the date that the status falls below that required, the Secretary-Treasurer shall notify the President and Vice President of the affected Local that the Local has become ineligible for a representative on the Board of Directors until such time as the active members in good standing increases to the required number. If the active membership increases to the required number, the President and Vice President will be reinstated for the remainder of the elected term. If the elected term is expired, there will be an election according to Article VI, Section 4.

Section 5. Election Appeals

The Article VII 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. The Appeal Board shall issue its written finding or decision as soon as practicable within sixty (60) days of receipt of a written protest, complaint, or appeal.

Section 6. Duties of Local Officers

A. President. It shall be the duty of the President 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 Board of Directors with any information it may desire and to carry out all directives from the Board of Directors.

B. Vice President. The Vice President shall perform the duties of the President in the absence of that officer and in case of the removal, resignation, or death of that officer until an election is held in accordance with Article VI, Section 4. He shall also preside when called upon by the President and at times when the President may be temporarily unable to discharge his duties. The Vice President shall assist the President at all times in the discharge of all duties.
Section 7.  Recall of Local Officers

Thirty percent (30%) of the active membership in good standing of the local (not including apprentice members) may petition the Secretary-Treasurer and cause a recall ballot be taken on a Local Officer of the local. If a simple majority (50% plus one) of the members of the local (not including apprentice members) vote in favor of a recall, that Local Officer shall be recalled and removed.

ARTICLE VII  HEARING AND DISCIPLINARY PROCEDURES

A.  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.

1.  Willfully acting as a strike-breaker (scab) during any duly authorized strike, as determined by the striking authority;

2.  Willful violation of this Constitution and Bylaws;

3.  Willful neglect in paying dues, assessments, or fines levied by the Association;

4.  Misappropriating money or property of the Association;

5.  Willful violation of the working agreement

6.  Initiating and/or prosecuting charges under this article in bad faith (for example, malicious or frivolous charges) against another AMP member;

7.  Any act contrary to the best interests of the AMP as an institution or its membership as a whole.

8.  Any act motivated by malice or political animus that exposes another member to company discipline, up to and including termination.

B.  Charges

All charges shall be preferred in writing by submitting the charges to the AMP Secretary-Treasurer 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 Secretary-Treasurer is charged with distribution of the charges to the Local Officers and the Appeal Board.
1. Charges may be brought under this Article by any member in good standing against any other member.

2. Except for charges filed in accordance with Section A.1 and A.8. Of this Article, charges must be filed within one (1) year after the alleged offense. Charges under Section A.1 may be applied retroactively to conduct which occurred prior to becoming an AMP member. Absent extreme mitigating circumstances, expulsion is mandatory for a violation of Section A.1. Charges filed in accordance with Section A.8. Of this Article must be filed within one (1) year, or one (1) year from the issuance of the Arbitrator’s award in the related grievance, if applicable. The Appeal Board shall delay the hearing of charges filed under A.8. Of this Section until the issuance of the Arbitrator’s award in the related grievance, if applicable.

3. 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-Treasurer, 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.

C. Local Hearing

1. 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 Officer shall act alone.

2. 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. 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.

3. At the Local Hearing, a court reporter will be present and will record a transcript of the hearing and swear 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.

4. A decision on the charges will be published within the later of 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-Treasurer.
D. **Appeal Board**

1. 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.

2. The term of office for such members shall be for two (2) years or until their successors having been selected.

3. 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).

4. 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 Treasurer.

5. 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, subject to the procedures specified in VII.D. 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 via the procedures specified in VII.D. For Article VII proceedings. 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 in accordance with the procedures set forth in VII.E.

6. 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.

7. 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.
8. 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 the witnesses.

9. 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-Treasurer.

10. 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.

E. Neutral Arbitrator

1. Appeals of decisions made by the Appeal Board may be submitted to a Neutral Arbitrator by filing a written appeal to the Secretary-Treasurer 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.

2. 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.

3. The Arbitrator shall hold a hearing as soon as practicable. A court reporter shall be present at the hearing in order to swear 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 will all materials from prior hearings, as well as an electronic copy of past Article VII filings, transcripts, and awards.

4. 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 Director 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 Board 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 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 Association of 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 and Local Officers, National Committee Members, and Staff, all of whom shall hereafter be referred to as “the National Officers, Board of Directors (BOD), National Committee Members, and Staff.”

C.  Fiduciary Responsibility: The National Officers, BOD 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 (C&B), Appendix A. All decisions of the National Officers, BOD, National Committee Members 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, BOD, National Committee Members 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, BOD, National Committee Members and Staff shall disclose by submitting a Conflict of Interest Disclosure Form set forth in C&B Appendix B (1) 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 member of the National Officers, BOD, National Committee Members and Staff or his family, is 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, BOD, National Committee Members and Staff shall disclose by submitting a Conflict of Interest Disclosure Form set forth in C&B Appendix B (1) 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, BOD, National Committee Members and 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).
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.
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 Association Secretary-Treasurer 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 Officers and BOD. All disclosures of the National Officers, BOD and National Committee Members shall be handled by the Secretary-Treasurer and maintained in a file, which can be inspected by any member of the Association.

H. Restraint of Participation: The National Officers, BOD, National Committee Members 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 Officers shall execute an Agenda Disclosure Statement found in C&B Appendix B2 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 found in C&B Appendix B1, 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 Secretary-Treasurer 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 as set forth in C&B Appendix B1 in order to qualify as a candidate for National Officer, Domicile Officer 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 as set forth in C&B Appendix B1 when applying for employment. The form shall be maintained by the Secretary-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, BOD, National Committee Member or Staff member shall complete a Conflict of Interest Form as set forth in C&B Appendix B1 within five (5) business days of becoming aware of the conflict.

K. Failure to Disclose: Each National Officer, BOD, National Committee Member and 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.

ARTICLE X COMMITTEES

A. The National Director, subject to the advice and consent of the Board of Directors, shall appoint members to the standing committees established by the Board of Directors, except for standing committees that the Board of Directors has reserved the right to elect. The committee member appointed by the National Director shall be made from a list of members in good standing, submitted by current members of the Board of Directors.
B. Each committee member appointed by the National Director shall submit a Conflict of Interest Disclosure Form (C&B Appendix B1) to the Secretary-Treasurer and be subject to a vote of approval by the Board of Directors at the next regular Board meeting following the appointment. A simple majority vote shall be required for approval or rejection. The National 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 (C&B Appendix B1) to the Secretary-Treasurer and shall be subject to Board approval and recall.

C. The term in office for standing and ad hoc committee members, except those standing committees that the Board of Directors has reserved the right to elect will expire with each election of the Association’s National Director.

D. The National Director, as appointing authority, has the power to remove or replace any committee member, except for the committees that the Board of Directors has reserved the right to elect.

E. Any member appointed or elected to any committee shall submit a Conflict of Interest Disclosure Form (C&B Appendix B1) to the Secretary-Treasurer prior to Board approval. Any Member appointed or elected to any committee shall be subject to recall with or without cause by the Board of Directors. A simple majority vote of the Board of Directors 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 and Negotiating Committee at all times. At the first joint session of any negotiation or mediation or super-mediation, the National Director of the AMP 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, 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 Board of Directors and membership. If conferences or negotiations are to be held and the subject matter is of a confidential competitive nature, then the Board of Directors and membership shall be so notified.

C. Conferences or negotiations shall not be initiated or carried on or concluded in the name of the Association 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 Director or the Board of Directors.

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 Board of Directors. 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 Board of Directors. The Professional Negotiator shall be responsible for maintaining a negotiating history, archives, facilitate, preparations for mediations, arbitrations, 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 Board of Directors.
D. Basic collective bargaining agreements and agreements of affiliation or merger with other labor organizations shall be submitted to the Board of Directors for review. After reviewing the agreement, the Board of Directors shall vote to approve or reject the agreement. Only agreements approved by the Board of Directors by a majority vote, both one-man, one-vote and roll call vote shall be forwarded to the affected membership for a ratification vote.

E. The Board of Directors shall determine the date the ratification ballots will be distributed to all active affected 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 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 Board of Directors.

G. No agreement shall become effective until it bears the signature of the National Director of the Association or other Association Officers authorized to sign by the Board of Directors.

ARTICLE XIII  AMENDMENTS

A. The Constitution and Bylaws may be altered, amended, or added to by an affirmative two-thirds (2/3) Vote of the Board of Directors.

B. Any alteration, amendment, or addition to the Constitution and Bylaws shall not become effective after the two-thirds (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-Treasurer requesting a referendum of the subject alteration, amendment, or addition, the Secretary-Treasurer 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 Secretary-Treasurer 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 Secretary-Treasurer. The Secretary-Treasurer 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 Secretary-Treasurer by virtue of this Section 4 shall contain the petitioner’s name printed in block letters, his signature, seniority number, domicile, and date of that signature.

3. An affirmative vote of a majority 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 possible my way of life.

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 expense.

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, and will take care that they are not improperly revealed.

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 in 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.
There are many rights guaranteed by the United States Government through the Labor Department and other government agencies. The Labor Management Reporting and Disclosure Act of 1989, as Amended provides a wealth of information regarding your fundamental rights as a union member. To obtain a copy of this Act, you may write to:

U.S. Department of Labor  
Office of Labor-Management Standards  
Washington, DC 20210

Or you can request it by telephone. Offices are located in many major cities throughout the United States and are listed under United States Government, Labor Department, and Office of Labor-Management Standards.
APPENDIX (B1)
Conflict of Interest Disclosure Form

Conflict of Interest Disclosure Form

TO: Association of Maintenance Professionals Secretary-Treasurer

I have received and read the Conflict of Interest statement as set forth in Article I, Section 5 of the 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 Secretary-Treasurer and complete an additional Disclosure Form within five (5) business days. (Check one)

I have no conflict of interest as set forth in Article XI, G. of the Constitution and Bylaws.

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

Signature ____________________________ Employee Number ____________________________
Printed Name ____________________________ Date ____________________________
APPENDIX (B2) Agenda Disclosure Statement

Agenda Disclosure Statement

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This form is for any National Officer, Local Officer, Duly Designated Representative (DDR), or Proxy (Officer) Who has a real or potential conflict of interest with an agenda item?

Each Officer MUST ABSTAIN from voting on a measure that inures to his special private gain. (C&B Article XI, E.1.)

Each Officer is also prohibited from knowingly voting on a measure that inures to the special gain of a member of the family (spouse, parents, brothers, sisters, children, and any other immediate relatives). (C&B Article XI, E.2.)

Each Officer is also prohibited from knowing by voting on a measure that inures to the special gain of an organization of which he is affiliated. (C&B Article XI, E3)

In any of the above cases, you should disclose the conflict prior to the announcement of the agenda item. The conflict of interest must be disclosed by completing this form and submitting it to the Secretary-Treasurer for inclusion in the meeting minutes. (C&B Article XI, G.)
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