

# ILEU CONSTITUTION

Revised, December 2022

## **ARTICLE I NAMES AND OFFICES**

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### Section 1

This Union shall be known as "The Independent Laboratory Employees' Union, Inc."

## **ARTICLE II MEMBERSHIP**

Every employee of ExxonMobil Research and Engineering Company or its successor company, not employed as a Confidential, Professional, Executive, Managerial, or Supervisory employee as defined in the National Labor Relations Act, shall be eligible for membership of this Union.

## **ARTICLE III OBJECT**

We, the members of the Independent Laboratory Employees' Union, Inc., do hereby adopt the following Constitution in order to provide: a means of securing better terms and conditions of employment; the right to bargain collectively through representatives of our own choosing; the means to engage in concerted activities for the purpose of collective bargaining and other mutual aid and protection, the means to promote the social, intellectual and material welfare and advancement of our members.

## **ARTICLE IV OFFICERS, DELEGATES, AND STEWARDS**

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### Section 1

The Officers of this Union shall be President, Vice President, Secretary and Treasurer.

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### Section 2

Delegates and Shop Stewards will be elected based on the designated voting divisions as decided by the Executive Board according to Article VI, Section 4.

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### Section 3

Elections for all Officers, Delegates, and Shop Stewards will be conducted in accordance with the provisions of Article XIII and all those elected shall serve for a term of (3) years, as required by the Labor Management Reporting and Disclosure Act of 1959, Amended (Title) IV, LMRDA). This term shall commence on December 1 of the election year.

## **ARTICLE V DUTIES OF OFFICERS, DELEGATES AND STEWARDS**

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### Section 1

The President, as the chief executive of this Union, shall preside at all meetings and maintain order. In case of a tie vote, the President shall cast the deciding vote. The President shall see that all Officers perform their duties as provided for in this Constitution, appoint all standing and special committees, and perform such other duties as the Union may direct. The President shall act as Chairperson of the Executive Board. The President shall receive an annual stipend of \$2000.00.

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### Section 2

The Vice President shall assist the President in the performance of the President's duties, and in the absence of the President shall preside and perform all the duties of the President as required by this Constitution. The Vice President shall receive an annual stipend of \$1000.00.

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### Section 3

The Secretary shall keep a fair and impartial record of all the minutes of the meetings of the Union and a record of all activities, write all communications and issue all notices required. In the absence of the President and Vice President, the Secretary shall preside and perform all the duties of the President as required by this Constitution. At the end of the Secretary's term of office, the Secretary shall deliver to the successor all books, papers, and other properties belonging to the Union. The Secretary shall receive an annual stipend of \$1000.00.

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### Section 4

It shall be the duty of the Treasurer to keep a true account between the Union, its members, and all others having financial dealings with the Union; to collect all monies due to the Union and deposit them within forty-eight hours; to pay all legal bills; to keep a full and correct account of all monies received and expended and give the Union a monthly statement of its funds and disbursements. The Treasurer shall notify every member who is in arrears and to what amount, and shall notify the Union of members who are in arrears and are liable to suspension. The Treasurer shall keep a complete list of the names and addresses of all members. At the end of the Treasurer's term of office, the Treasurer shall deliver all books, correspondence, accounts, monies, bonds or papers belonging to the Union to the successor in office or to whom the Union shall specifically appoint. The Treasurer shall receive an annual stipend of \$1000.00.

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## Section 5

It shall be the duty of the Delegate to represent the members of the Delegate's group in all matters of collective bargaining, the adjustment of grievances, and in all other matters connected with wages, hours, and working conditions. If a Delegate shall be unable to settle or adjust any matter or grievance to the satisfaction of the member or members concerned, the Delegate will present the grievance to the Executive Board for consideration. Delegates shall submit a written report at each Regular Membership meeting, said report to detail appropriately all meetings within their jurisdictions. Delegates shall receive an annual stipend of \$550.00.

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## Section 6

Stewards will assist the Delegate and, where appropriate, will represent the Delegate and his Union to first and second line supervisors in his/her areas of responsibility. A Steward shall receive an annual stipend of \$300.00.

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## Section 7

It shall be the duty of the President, Vice President, Secretary, Treasurer, Delegates, and Stewards to attend all Executive Board meetings and Membership meetings. It is the further responsibility of the President, Vice President, Secretary, Treasurer, and Delegates to attend meetings of the Bargaining Committee. Loss of time from work for such attendance will be reimbursed by the Union. For each meeting missed, whether Membership or Executive Board, without acceptable excuse, the Union official will forfeit one-tenth of his or her stipend for that year. No Officer, Delegate, or Steward will suffer any loss due to sickness, vacation, death in the family or Union business.

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## Section 8

The Vice President, Secretary, Treasurer, and the Employee Delegates to the Bargaining Committee, and they only, may by majority vote enter into a joint agreement with the responsible representatives of management with respect to a working Agreement on all matters of collective bargaining and mutual interest. Minor changes to the agreement, such as Side Letters of Agreement, and other small changes may be ratified by the majority of the Executive Board. All other matters, such as contract renewals and other major amendments between the Union and the management must be accepted by a majority of the members present at a Regular or Special meeting called for such purposes before any such Agreement can be signed by the Union representatives.

(a) A handout of all contract amendments shall be distributed at the time of presentation for final ratification.

(b) With respect to all matters of Collective Bargaining, there shall be no abstentions in voting.

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## Section 9

The final vote on any amendment to a current Agreement between the Union and the Company or the final vote on any new Agreement between the Union and the Company shall be held by a secret ballot of the Union members present at the meetings at which such action is taken. The procedure for holding such a secret ballot is as follows:

(a) The Treasurer shall have prepared a sufficient number of ballots containing one space marked "For the Proposal" and one marked "Against the Proposal."

(b) During the day on which the Regular Membership meeting or Special meeting is to be held, the Union President shall call a special meeting during the morning or afternoon which all members assigned to shift work shall be eligible to attend. At this meeting, all qualified members in attendance shall be issued a ballot by the Treasurer, and shall be entitled to vote for or against the proposal.

(c) After such voting is completed, the Treasurer shall take the envelope in which the ballots have been deposited, and in the presence of at least three of the eligible voters, shall seal the envelope without withdrawing any of the ballots. The three eligible voters shall witness the sealing of the envelope by writing their names in full across the sealed portion of the envelope with pen and ink.

(d) At the evening meeting to follow, when the members are ready to vote, the President will appoint such number of tellers as may be necessary to expedite the casting and counting of the ballots. The Treasurer will then turn over to the tellers the envelope containing the ballots cast at the day meeting. The Treasurer will then issue to each qualified member present at the night meeting a blank ballot. The tellers will announce the opening and closing of the polls, giving each member ample time in which to vote.

(e) During the time that voting is taking place, no member shall enter or leave the room and, for this purpose, the President may appoint a suitable number of Sergeants-at-Arms. After the voting is completed and the polls are closed, the tellers shall count the ballots, including those delivered by the Treasurer and announce the results of the vote, which shall be final. The President shall not cast a ballot in any such secret vote, but in the event of a tie vote, shall break the tie with a verbal vote.

(f) If in a separate vote taking place at a ratification meeting or general meeting, 2/3 of the votes are for a strike, the Bargaining Committee may authorize a strike if circumstances warrant.

## **ARTICLE VI**

### **EXECUTIVE BOARD**

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#### **Section 1**

The Executive Board shall consist of the Officers, Delegates, and Stewards of this Union from ExxonMobil Research & Engineering Co. together with any others deemed necessary by the Executive Board.

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#### **Section 2**

The Executive Board shall guide the policy of this Union in internal affairs and shall direct the activities of the Union in all other matters not provided for in this Constitution.

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### Section 3

Meetings of the Executive Board may be called at the request of the President or any three of the members.

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### Section 4

The Executive Board shall, in May, of each election year designate voting divisions. Each voting division shall be entitled to representation on the basis of one or more Shop Stewards.

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### Section 5

The Executive Board shall hire a Certified Public Accounting Firm to annually audit the books of the Treasurer as required by law, said audit to be in April. The Auditing Firm will audit and approve all claims against the Union. The Auditing Firm will report its findings, in writing, at the next Regular Membership Meeting. The Executive Board will provide the bonding of the Treasurer.

## **ARTICLE VII MALFEASANCE OF ELECTED OFFICIALS**

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### Section 1

An Officer of this Union charged with malfeasance shall have the right to a hearing held by the Executive Board. An Officer of this Union can be removed from Office for malfeasance or neglect of responsibility by a two-thirds vote of the Executive Board, but any such removal must be ratified by two-thirds of the members present at a regular or Special Membership Meeting before removal of that officer is effected. Any Officer so removed from office shall be barred from holding any elected Union position.

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### Section 2

A Delegate or Shop Steward of this Union charged with malfeasance shall have the right to a hearing held by the Executive Board. The removal of a Delegate or Shop Steward from the position as a Union representative for neglect of responsibility or malfeasance shall require a two-thirds vote of the Executive Board. Any Delegate or Shop Steward so removed from Office shall be barred from holding any elected Union position.

## **ARTICLE VIII COMMITTEES**

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### Section 1

The President shall appoint the following standing committees of the Union: Benefits and Membership, Equal Employment Opportunity, Resolutions, Safety, and Welfare.

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## Section 2

Special committees, except as otherwise provided, shall be appointed by the President.

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## Section 3

(a) The ExxonMobil Bargaining Committee shall consist of the President, Vice President, Secretary, Treasurer, and the elected Delegates from ExxonMobil, and any others as deemed necessary by the Committees. Prior to bargaining with ExxonMobil, the Bargaining Committee shall appoint from within a Chairperson for the duration of bargaining. That Committee may, by majority vote of those deemed eligible in Article V Section 8, enter into a joint agreement with the responsible representatives of Management with respect to a working Agreement on all matters of collective bargaining and mutual interest. Minor changes to the agreement, such as Side Letters of Agreement, and other small changes may be ratified by the majority of the Executive Board. All other matters, such as contract renewals and other major amendments between the Union and Management must be ratified by a majority of the members present at a Regular or Special meeting called for such purposes before any such Agreement can be signed by the Union representatives.

(b) All Collective Bargaining Agreements or Amendments thereto must be presented to the Executive Board Members for their approval prior to the submission of the Agreement and/ or Amendment to the Membership for ratification or rejection. If the margin of the Bargaining Committee's vote would pass even with all nay votes from the Executive Board members that are not part of the Bargaining Committee, approval by the Executive Board is not necessary prior to submitting to the Membership for ratification or rejection. In the event the Executive Board does not approve the Agreement or Amendment, it must set forth specifically its reasons so that the Bargaining Committee may be guided accordingly in its negotiations with the Company.

(c) No elected or appointed member of the Union Bargaining Committee may take or fill an excluded job during bargaining.

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## Section 4

It shall be the duty of the Resolutions Committee to report all proposals to amend this Constitution with the Committee's recommendation to adopt or reject such proposed Amendment.

# **ARTICLE IX**

## **AMENDMENTS and BY-LAWS**

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### Section 1

Amendments may be made to this Constitution once yearly in April provided that such amendments are reported by the Resolutions Committee at the Regular Membership meeting in February, and are passed at the following meeting in April by two-thirds of the members present, or if a quorum is not present at the April meeting, the next succeeding meeting at which a quorum is present. Such amendments as may be proposed must be presented to the Chairperson of the Resolutions Committee by January 2nd of each year. Notice of proposed

changes in the Constitution must be posted on the Union Bulletin Boards and/or Web Page at least ten days prior to the Regular Membership meeting at which changes would be brought to vote.

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## Section 2

The By-Laws of this Union may be changed at any time provided such change is offered at a Regular Membership meeting, notice of same posted on the Union Bulletin Boards and/or Web Page for at least ten days, and the change is passed by two-thirds of the members present at the succeeding Membership meeting. Upon the Membership voting favorably to add, amend, or delete a By-Law there will be a (1) year waiting period before that same change may be again presented for consideration.

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## Section 3

A member in good stand must present Proposals in writing. (Anonymous emails will not be accepted.)

# **ARTICLE X**

## **ORDER OF BUSINESS**

1. Call to Order
2. Roll Call of Executive Board
3. Reading of the Minutes
4. Reports of the Treasurer
5. Delegates' Reports
6. Reports of Standing Committees
7. Reports of Special Committees
8. Unfinished Business
9. New Business
10. Adjournment

# **ARTICLE XI**

## **PARLIAMENTARY GUIDE**

Except as otherwise provided, "Robert's Rules of Order, Revised" shall be the parliamentary guide for this Union.

# **ARTICLE XII**

## **QUORUM**

At Regular and Special Meetings, the members present shall constitute a quorum.

# ARTICLE XIII

## ELECTIONS

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### Section 1

In September of each election year, the Secretary or his/her designee shall post on the Union Bulletin Board and/or Web Page the Union offices to be filled in the next succeeding election, together with the terms of such offices. Nominations for office in this Union shall be made from the floor at the Regular Membership meeting in October of each election year. All nominees for any of the elected Union Positions shall have been employed by the Company for two years or more prior to nomination and must have been Union Members in good standing for at least the preceding 12 months. Each nominee must also have attended at least two Union Meetings in the 24 months immediately preceding their nomination.

In the event a job family is added to the bargaining unit without the possibility of the “member in good standing” requirement being met prior to the next election, the time restriction may be waived for a Steward position only.

Nominees for the Office of the President and Vice President must also have attended at least four Union Meetings in the two years immediately preceding their nomination.

A nominee may not run for more than one office.

Following the nominations to such offices at the Regular Membership meeting in October, the names of the nominees shall be posted on the Bulletin Boards and/or Web Page.

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### Section 2

Such election will be conducted by a mail ballot and shall be held during the period commencing 8:00 a.m. the day following the nominations for office at the Regular Membership meeting in October of each election year. It will continue until the second Friday in November of each election year.

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### Section 3

In the month of October of each election year, the President shall appoint from the members nominated by the Executive Board, an Election Board of three members, no two of which shall be from the same voting division within the same Company. The members of the Election Board shall receive pay for time lost from work for such duties, but the total of such time shall not exceed twenty hours for each member. Officers, Delegates, members running for office, or Chairpersons of any standing committees, will not serve on the Election Board.

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### Section 4

The Election Board shall have the following duties:

(1) To become familiar with the Constitution and BY-LAWS of this Union and also the election provisions of the Labor Management Reporting and Disclosure Act of 1959, Amended(LMRDA).



(2) Prepare printed ballots and instruction sheets according to the procedure Outlined below:

(3) Rent a post office box of suitable size.

(4) Mail out the ballots and instruction sheets at the proper time.

(5) Pick up the ballots from the Post Office at the proper time.

(6) Count the ballots.

(7) Deliver the results to the President and Secretary in written form.

(8) Preserve the ballots for a period of one year following the closing date of the election.

(9) Immediately following the date, destroy the voted ballots.

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## Section 5

Ballots and instruction sheets shall be prepared as follows:

A sufficient number of ballots shall be prepared to cover the voting divisions allotted by the Executive Board in May of each election year, may be assigned distinctive colors for the assistance of the Election Board.

Each ballot shall contain the names of the candidates for all offices, in alphabetical order, and shall also contain the appropriate division/area for Shop Steward Candidates. Provision shall be made for write-in voting for each office. All those on the Union Membership Roster as of October 1 of each election year will receive ballots. An instruction sheet for the guidance of the voter and a post-paid envelope for the return of the ballot should be included with each ballot mailed.

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## Section 6

The Election Board shall rent a post office box of suitable size and shall ask the Postmaster to retain the keys of such box and deliver them only to the Election Board at 9:00 a.m. on the second Friday in November of each election year. Upon delivery of the key, the Election Board shall open the post office box and remove all of the returned ballots contained therein. Ballots received by the Post Office after this time shall not be counted by the Election Board, but shall be destroyed unopened at once.

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## Section 7

The Election Board shall immediately convey the ballots, after receiving them from the Postmaster, "to a suitable room rented for this purpose", open the same and make a true and accurate written record of the votes cast for each candidate. Adequate provisions shall be made by the Election Board to assure that each candidate has the right to have an observer present at the counting of the ballots. Each candidate who desires to have an observer must

inform the Election Board, in writing, of this desire at least three (3) days before the counting of the ballots.

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## Section 8

The instruction sheet to be included with each ballot mailed out shall read as follows:

### **"INSTRUCTIONS"**

This is your ballot for the election of Officers to the designated officers in the Independent Laboratory Employees' Union. Mark an "X" or check mark in the square box to the left of the name of the candidate for the office for which you wish to vote. Vote only for one candidate for each office unless otherwise indicated. If you wish to write in a candidate who does not appear on the ballot, write the candidate's name in the blank space provided for that purpose, and then place an "X" or check mark in the box to the left of the name you have written in. When you have completed your voting, fold the ballot, place it in the self-addressed envelope provided, and mail as soon as possible. Ballots received after 9:00 a.m. on the second Friday in November will not be counted.

Any ballot envelope received with the registration number on the envelope rubbed out, cut out, or in any way illegible to the Election Committee shall be destroyed unopened.

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## Section 9

Rules for declaring ballots valid or invalid:

- (1) While the direction called for "X" or check mark on the ballot, any other marking which clearly shows the intent of the voter should be accepted.
  - (2) On write-in votes, if the name is written in but not marked, it shall be accepted as a valid vote, provided no other candidate for the same office has been voted for.
  - (3) On a ballot where two candidates for the same office have been voted for, but the remainder of the ballot is clear, only that office where the conflicting vote is found should be invalid.
  - (4) Ballots shall be invalid when returned in envelopes other than provided.
  - (5) All ballots or parts thereof shall be invalid where more than one candidate for the same office shall have been voted for, where the marking shall be upon the line distinguishing one candidate from another, where a line shall have been drawn through the name of a candidate, where write-in votes are obviously facetious in nature, where a write-in candidate shall be ineligible for the office and where the ballot shall have been received after 9:00 a.m. on the second Friday in November of each election year.
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## Section 10

Appeal process to protest a Union Election

A protest to a Union Election must be sent the Election Chair, in writing, and mailed to the official US Post Office address of the Independent Laboratory Employees' Union, Inc. The protest must contain the specific elections standards of the LMRDA that were violated or any violations of the Union Constitution or By-Laws. This protest must be postmarked no later than 10 working days of the Official Posting of the Final Election results. The Chair of the Election Committee will then notify the President of the Union. The President will appoint a committee of 4 from the Executive Board and they along with the Election Chair will conduct a thorough investigation. The appointment(s) cannot include any Executive Board member named in the complaint. A letter indicating the results of the investigation and any corrective action that should be taken will be sent to the Union and to the complaining member within 60 calendar days of receiving the complaint. All members of the committee will sign the letter. If corrective action is necessary the Union will have 30 working days to respond before the protesting member can submit the protest to the Office of Labor- Management Standards (OLMS).

## BY-LAWS

1A. Dues in this Union shall be those set from time to time by the Executive Board and ratified by a majority of the members present at a Regular Membership meeting. The intent to increase dues must be posted with the meeting notice on all Bulletin Boards and/or Web Page. The Executive Board may, in cases where in the judgment of the Board severe personal hardship would result from the payment of dues, suspend such-payments for a period not exceeding six (6) months.

1B. A welfare fund of \$0.25 cents per month per member from the regular dues was established for the purpose of helping a Union Member in the case of extreme hardship. A maximum of \$2000.00 dollars will be allotted for this fund. The reason for, and the amount of any award(s) from this fund shall be determined by a majority vote of the welfare committee.

2. Members leaving the employ of the Company for any reason, or members going on military leave may, upon request, receive from the Treasurer a withdrawal card and upon returning to active employment within the Company, again become qualified members upon resuming payment of dues. Any member who is more than ninety days delinquent in the payment of dues shall be suspended by the Executive Board. Reinstatement must be ratified by the Executive Board.

If any member of this Union shall commit any offense against the Constitution or the general good and welfare of the Union, the member shall be given a fair and impartial trial by the Executive Board. If after such trial the charged member is found guilty by a vote of the majority of such Board, the member shall be penalized by the President. The Executive Board may recommend a penalty to the President. Prescribed penalties may include reprimand, suspension, expulsion and debarment from future membership. In the preceding paragraph, a fair and impartial trial shall be construed to mean:

- (1) Notification of the accused of the offense with which the accused is charged.
- (2) Ample time to prepare a defense.
- (3) The right to legal counsel, if desired.
- (4) The right to an appeal to the Membership at the next Regular Membership meeting after the Executive Board hands down a decision.

3. In case of a vacancy in any administrative office, except that of the President, the Executive Board will select an individual to fill such vacancy until the next succeeding election. If less than 30 days remain to be served, the vacancy shall remain unfilled. The Presidency, if vacated, shall be filled by the Vice President.

4. In case of a vacancy from the office of an employee Delegate or Shop Steward, the President will appoint a new employee Delegate or Shop Steward within 30 days. In case of an extended absence of more than 45 days from the office of an employee Delegate or Shop Steward, the President may appoint an interim employee Delegate or Shop Steward. In either instance, the appointed Delegate or Shop Steward shall have been employed in the company for one year and must be a member in good standing in the Union for a least six (6) months prior to appointment. If the original employee Delegate or Shop Steward returns within 8 months, they may return to their position pending approval from the Executive board. The interim Steward or Delegate will receive the portion of the stipend for the time served.

5. For the protection of officers and members, at least two Union Officers or one Officer and one member, or one Shop Steward and one member, must be present where a potential agreement is discussed. Final agreement must be approved by the President.

6. No disbursement exceeding \$1,000.00 except normal operating expense, may be made by this Union except under the following procedure: A resolution must be introduced at a Regular Membership meeting authorizing the disbursement of the desired sum. Such resolution must be passed by a majority of the members present. Appropriate sums may be disbursed after approval by a majority of the members present. In circumstances where the above is impractical, or not worth the additional expense of a special meeting to achieve a majority vote by the members. The Executive Board present at the Executive Board Meeting will be sufficient to authorize such expenditure. A report of such action will be made at the next regular membership meeting.

7. This Union will meet in October, December, February, and April if there is business to be conducted in accordance with the Constitution. Special meetings may be called at any time by the President or Executive Board, but must be announced at least forty-eight hours in advance on the Union Bulletin Boards and/or Web Page.

8. Upon the death of a member, or anyone in the immediate family or household of any Union member, the Health & Welfare shall send a floral or spiritual bouquet, a bible or donations to recognized charities in lieu of floral or spiritual bouquets, valued at no more than \$100.00. Immediate family shall mean: husband, wife, natural or adopted child, mother, father, sister, brother, father-in-law, mother-in-law. Household shall be a person making his or her home with the Union member.

9. Any Union member who has been in continuous good standing for five years or more (excluding non-voluntary periods), and who shall be retired by the Company, shall be entitled to a retirement gift valued according to the following guide:

- 5–9years-\$25
- 10–15years-\$50
- 16–20years-\$100
- 21–25years-\$150
- 26–30years-\$200

10. The Union will reimburse any Union member who suffers loss of pay and/or benefits for time spent conducting Union business. Reimbursement will be calculated using the hourly rate (bi-weekly pay/80 hours) for the members current job assignment, and benefits will be reimbursed using the Company's current benefit calculation. A Union member may choose to use his/her own vacation time rather than "Time Off Without Pay". In the case of a Union member using vacation time to perform Union duties, reimbursement is limited to their normal pay for the hours of vacation time used. The monies spent on reimbursement shall be recorded as "Purchased Labor" by the Treasurer.

11. At the discretion of the Executive Board, meetings of this Union may be conducted using an Internet Meeting Service designated by the President that supports anonymous voting, visual displays identifying participants, a mechanism to see those seeking recognition to speak, the ability to display the text of pending motions, and the ability to show the results of votes. These electronic meetings of the Union shall be subject to all rules adopted by the Board, which may include reasonable limitations on, and requirements for, membership participation. Any such rule supersedes any conflicting rule for non-virtual meetings. Any vote, anonymous or otherwise, conducted through the designated Internet Meeting Service shall

fulfill any requirement in the By-Laws or Constitution that a vote be conducted in writing or by ballot. Whether a meeting is in-person or virtual shall be communicated in writing to the membership at least 48 hours prior to the meeting start time. Contract Ratification Meetings must always be in person. General and Special Meeting minutes with a list of attendees will be made available to members for review upon request.