

**COURT OF COMMON PLEAS OF PENNSYLVANIA
HUNTINGDON COUNTY**

CORY YEDLOSKY; WILLIAM WEYANDT; and CHRIS
TAYLOR,

Plaintiffs,

v.

PENNSYLVANIA STATE CORRECTIONS OFFICERS
ASSOCIATION, LOCAL SCI-HUNTINGDON;
DOUGLAS CLARK, in his official and personal
capacities; BRYAN PERONI, in his official and
personal capacities; and PENNSYLVANIA STATE
CORRECTIONS OFFICERS ASSOCIATION,

Defendants.

Case No. 2019-1791

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COMPLAINT

JURY TRIAL DEMANDED

AND NOW come Plaintiffs Cory Yedlosky, William Weyandt, and Chris Taylor (collectively, “Plaintiffs”), by and through their undersigned counsel, who state the following claims for relief against Defendants Pennsylvania State Corrections Officers Association, Local SCI-Huntingdon (“Local”); Bryan Peroni, in his official and personal capacities; Douglas Clark, in his official and personal capacities; and Pennsylvania State Corrections Officers Association (“PSCOA”)¹ (collectively, “Defendants”), and aver as follows:

SUMMARY OF THE CASE

1. Plaintiffs bring this civil action to address the unions’ failure to fairly represent the bargaining unit.
2. Plaintiffs also bring in this action claims of negligent misrepresentations, breach of fiduciary duty, and unjust enrichment, and Plaintiffs further seek an accounting.
3. Plaintiffs’ claims arise from the disappearance of funds, including union dues paid by Plaintiffs, from the Local’s bank account, due to the actions of Defendants.

¹ The Local and PSCOA are referred to jointly as “the unions” or “Defendant unions.”

4. In short, during a certain two-year period, the Local's treasurer wrote nearly fifteen thousand dollars in checks to himself from the Local's account, for which there appears no legitimate union business has been established, including purported charitable donations that seem to have never been made, and another nearly six thousand dollars in checks to himself or to the Local's secretary for purported cell phone reimbursements to which neither was entitled.

5. The unions allowed this activity to go unchecked for years, failed to ensure that these officials followed the unions' own Constitution, bylaws, and policies, and ultimately failed to require the officials, as required by the unions' own rules, to return any union property they held upon the end of their terms as officials. The result was tens of thousands of union funds that remain unaccounted for, and thus unavailable to benefit the members of the Local, corrections officers of SCI-Huntingdon.

6. Defendants Peroni and Clark, serving as the Local's treasurer and secretary, respectively, breached their fiduciary duty to Plaintiffs and all members of the Local by violating provisions of PSCOA's Constitution, bylaws, and/or policies regarding the disbursement and handling of union funds.

7. Defendants Peroni and Clark violated their fiduciary duties and the PSCOA Oath of Office when they unlawfully accepted Plaintiffs' union dues for their personal benefit and/or failed to return or reimburse the Local upon termination of their service as union officials.

8. Along with their breach of fiduciary duties, Defendants Peroni and Clark misrepresented to Plaintiffs their performance of their duties and the Local's financial status, and, in reliance on Peroni's and Clark's material misrepresentations, Plaintiffs continued paying union dues to the unions, which was to their detriment.

9. Defendant unions violated their duty of fair representation when they allowed their officials and agents to improperly convey tens of thousands of dollars of union funds, and when they allowed those officials to retain those funds after they left office, in violation of the PSCOA's Constitution, bylaws, and/or policies.

10. These violations and breaches of duty led to the loss of funds available to be expended in collective bargaining, operating expenses of the union, and other benefits that should have been and otherwise would have been available to benefit those employed in the bargaining unit, resulting in Defendants' violation of their duty of fair representation to all bargaining unit employees, including Plaintiffs.

11. Defendants Peroni and Clark have also been unjustly enriched as they have retained union funds for personal benefit to which they were not entitled under any union constitutional provision, bylaw, and/or policy.

12. The funds Defendants Peroni and Clark realized were made up at least in part by Plaintiffs' wages, entrusted to the unions in the form of union dues, and Defendants Peroni and Clark have retained those benefits unjustly to this day.

13. As a result of Defendants' conduct, Plaintiffs suffered damages in the form of lost union dues, inadequate representation, and loss of confidence in the unions' ability to fairly represent Plaintiffs' interests.

14. Plaintiffs also seek an accounting of all Defendants' use of union funds, including Plaintiffs' monies paid to the unions, in order to account for the nearly \$20,000.00 that was improperly expended and remains unaccounted for to this day.

JURISDICTION AND VENUE

15. "[B]reach of the duty of fair representation . . . is within the exclusive jurisdiction of the courts of common pleas." *Dailey v. PLRB*, 148 A.3d 920, 924 (Pa. Cmwlth. 2016).

16. Subject-matter jurisdiction for tort actions and equitable actions occurring within the Commonwealth are within the jurisdiction of the courts of common pleas. *See* 42 Pa.C.S. § 931(a).

17. Venue is proper in Huntingdon County. *See* Pa. R. Civ. P. 2179(a)(1)–(4).

PARTIES

18. Plaintiff Cory Yedlosky is an adult individual residing in Huntingdon County, Pennsylvania. Mr. Yedlosky, at all times relevant to this matter, was an employee of the Pennsylvania Department of Corrections at SCI-Huntingdon in a bargaining unit represented by Defendant unions, a former member of PSCOA and the Local, and a “public employee” for purposes of the Public Employee Relations Act (“PERA”), 43 P.S. § 1101.301(2).

19. Plaintiff William Weyandt is an adult individual residing in Blair County, Pennsylvania. Mr. Weyandt is an employee of the Pennsylvania Department of Corrections at SCI-Huntingdon in a bargaining unit represented by Defendant unions, a former member of PSCOA and the Local, and a “public employee” for purposes of PERA, 43 P.S. § 1101.301(2).

20. Plaintiff Chris Taylor is an adult individual residing in Mifflin County, Pennsylvania. Mr. Taylor is an employee of the Pennsylvania Department of Corrections at SCI-Huntingdon in a bargaining unit represented by Defendant unions, a former member of PSCOA and the Local, and a “public employee” for purposes of PERA, 43 P.S. § 1101.301(2).

21. Defendant PSCOA, Local SCI-Huntingdon, is a local affiliate of PSCOA with a principal place of business at 1100 Pike Street, Huntingdon, PA 16654. The Local is an “employee organization” and Plaintiffs’ exclusive representative for purposes of PERA, 43 P.S. §§ 1101.301(3), 1101.606.

22. Defendant Bryan Peroni is an adult individual formerly employed by the Pennsylvania Department of Corrections at SCI-Huntingdon and a former officer of the Local from approximately January 2009 through approximately January 2018. Defendant Peroni is sued in his official and personal capacities.

23. Defendant Douglas Clark is an adult individual employed by the Pennsylvania Department of Corrections at SCI-Huntingdon and a former officer of the Local at least from approximately January 2016 through approximately January 2018. Defendant Clark is sued in his official and personal capacities.

24. Defendant PCSOA is a labor union with a principal place of business at 2421 North Front Street, Harrisburg, PA 17110. PCSOA is an “employee organization” and Plaintiffs’ exclusive representative for purposes of PERA, 43 P.S. §§ 1101.301(3), 1101.606.

FACTUAL ALLEGATIONS

Defendants’ Duties & Representations

25. Defendant unions represent Plaintiffs as their exclusive representative for purposes of collective bargaining.

26. Plaintiffs are not currently members of Defendant unions, but at all times relevant hereto they were.

27. As a local affiliate of the state-wide PCSOA, the Local represents that it is a membership organization representing employees of the Department of Corrections to “promote the welfare of such employees” and “secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining” PCSOA Const., art. II. PCSOA Constitution attached hereto and incorporated by reference herein as “Exhibit A.”

28. Membership in the unions is voluntary and members pay dues each pay period through payroll deductions. Ex. A at art. XII.

29. The PCSOA Constitution guarantees that the benefits of membership are reserved to active members in good standing. Ex. A at art. XI, Sec. 2.

30. The PCSOA Constitution, Article XIII, Section 1 represents as follows:

All funds and/or property of the . . . Local Unions or other subordinate bodies . . . shall not be transferred or conveyed to any other person . . . except as permitted in this Constitution.

31. The PCSOA Constitution, Article XIII, Section 2 represents as follows:

The funds and/or property of the . . . Local Union or subordinate body shall be used for such purposes only as are specified in this Constitution or in accordance with policies duly adopted and approved by the Executive Board. No Member . . . shall possess any right, title, interest or claim of any kind,

actual or beneficial, in the funds, property, assets, entitlements or expectancies of this Association.

32. The PSCOA Constitution, Article XIII, Section 3 represents as follows:

In no event shall the funds, property or assets of the Association, a Local Union or subordinate body be loaned or donated to members.

33. Under PSCOA policy in effect since 2004, all Local Union officials must be administered an "Oath of Office." The PSCOA Oath of Office policy is attached hereto and incorporated by reference herein as Exhibit B.

34. PSCOA's Oath of Office requires union officials to affirm that they will abide by PSCOA's Constitution and Bylaws and return all union property upon termination of service as a union officer. Ex. B.

35. Defendants represented to members of the Local that PSCOA provided the Local with a monthly budget of \$2,000.00 to cover the Local's monthly expenses.

36. During the period in question, PSCOA and Local officials, including Defendant Peroni, made numerous representations to Plaintiffs, including regular oral reports at monthly union meetings, regarding the management of the Local's finances.

37. During the monthly union meetings, PSCOA and its Local officials, including Defendant Peroni, often reported that the Local expended less than the \$2,000.00 in its monthly budget.

38. Defendants' representations led Plaintiffs to believe that the Local's funds were expended in accordance with the unions' Constitution, bylaws, and policies.

39. During the relevant time periods to this action, at monthly union meetings and at other various times during Plaintiffs' union membership, PSCOA and the Local represented that union membership and the payment of union dues was beneficial for employees within the bargaining unit.

40. PSCOA and the Local represented, as stated in the PSCOA Constitution, bylaws, and/or policies, that the union dues paid by union members were spent on collective bargaining and representation and that without the payment of union dues, PSCOA and the Local could not continue to provide fair and

meaningful representation.

41. In reliance on these representations, Plaintiffs became dues-paying members of the unions and/or remained dues-paying members of the unions for the time periods relevant to this action.

42. Plaintiffs continued paying a portion of their salary to the unions in the form of union dues in exchange for the promise of fair and meaningful representation, and for the represented member benefits contained in the PSCOA Constitution, including that the unions' objective is "to improve the terms and conditions of employment" for members or those "who are eligible" for membership, "to promote the welfare of such employees," and other benefits the unions would seek to provide to union members.

43. Defendant Peroni is a former employee of the Pennsylvania Department of Corrections at SCI-Huntingdon and became an elected official of the Local in approximately January 2009. He served in that position until his retirement in or about January 2018.

44. As the duly elected treasurer of the Local, Defendant Peroni served as an official of PSCOA and the Local, subject to the provisions of the PSCOA Constitution, bylaws, and policies.

45. In his official position, Defendant Peroni was entrusted with managing the Local's finances on behalf of members, including Plaintiffs. This position of trust included making payments on behalf of the Local using the funds held in the Local's bank account at Northwest Bank.

46. Defendant Clark is employed by the Pennsylvania Department of Corrections at SCI-Huntingdon and was the secretary of the Local during the relevant time period, from at least January 2016 until January 2018.

47. As the duly elected secretary of the Local, Defendant Clark served as an official of PSCOA and the Local, subject to the provisions of the PSCOA Constitution, bylaws, and policies.

48. In his official position, Defendant Clark was entrusted with managing the Local's affairs for the benefit of Plaintiffs and the bargaining unit.

49. On information and belief, Defendants Peroni and Clark took the Oath of Office, as

required by PSCOA policy, upon being elected treasurer and secretary, respectively.

50. At no point did Defendant unions inform Plaintiffs that some of their dues money was being used and/or taken by union officials for their personal benefit.

51. At no point did Defendant unions inform Plaintiffs that the unions were failing to ensure that Plaintiffs' dues were expended in accordance with the representations discussed above and the provisions of the PSCOA Constitution, bylaws, and/or policies.

Financial Irregularities and Improperly Conveyed Funds

52. PSCOA Constitution, Article XIII, Sections 1–3 guarantee that PSCOA funds shall not be misappropriated, misallocated, or in any way conveyed to any person, entity, member, or organization, except as permitted by the Constitution. Ex. A.

53. During Defendant Peroni's term as treasurer of the Local, the Local's bank account bore Peroni's name and Peroni listed his personal residence as the Local's address.

54. Accordingly, bank statements and other documents related to the bank account of the Local were sent directly to Defendant Peroni's home while he was the Local's treasurer.

55. Article X, Section 9 of PSCOA's Constitution requires that "[a]ll Local Union checks and/or drafts shall require two signatures, one of which must be the Treasurer and the other to be an officer and/or member of the Local Union Executive Board, other than the President." Ex. A.

56. While Defendant Peroni was the Local's treasurer, Peroni wrote checks from the Local's bank account without obtaining a second signature from an officer and/or member of the Local's Executive Board.

57. The failure to obtain a second signature on all checks written from the Local's bank account was in contradiction to the requirements of the PSCOA Constitution, Article X, Section 9.

58. Defendant Peroni's failure to obtain a second authorized signature on checks written from the Local's bank account resulted in his conveying nearly \$20,000.00 of union funds improperly.

59. During his term as treasurer of the Local, Peroni wrote checks to himself and to Defendant Clark from the Local's bank account for purported "cell phone" reimbursements.

60. PSCOA's policy on reimbursable expenses authorizes only a local president and/or vice president to receive a cell phone reimbursement, for a total of \$150.00 per month per local union. The PSCOA reimbursable expenses policy is attached hereto and incorporated by reference herein as Exhibit C.

61. During his term as treasurer, and at least from January 2016 through January 2018, Peroni wrote approximately one check per month to himself and one to Defendant Clark conveying, on average, \$100 of the Local's funds each to himself and to Clark, with the memo line of the check explaining these payments as "cell phone" reimbursements.

62. Defendant Peroni was not eligible for cell phone reimbursement from the unions during this time period while he was the Local's treasurer.

63. Defendant Clark was not eligible for cell phone reimbursement from the unions during this time period while he was the Local's secretary.

64. These purported "cell phone" reimbursement checks, which were cashed, were a violation of PSCOA policy on cell phone reimbursement that led to Defendant Peroni improperly issuing to himself approximately \$3,300.00 of union funds to which he was not entitled for 2016–2018, and, on information and belief, further funds in years before 2016.

65. These purported "cell phone" reimbursement checks, which were cashed, were a violation of PSCOA policy on cell phone reimbursement that led to Defendant Peroni improperly issuing to Defendant Clark approximately \$2,500.00 of union funds to which he was not entitled in 2016–2018, and, on information and belief, further funds in years before 2016.

66. PSCOA's policy on reimbursable expenses authorizes a maximum of \$600.00 per year for charitable donations. Ex. C.

67. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni

wrote at least 23 checks on the Local's bank account conveying approximately \$11,400.00 of the Local's funds to himself as purported reimbursements for donations to SCI-Huntingdon's Wellness Center and SCI-Huntingdon's Social Events Committee.

68. The amount of these purported donations and reimbursements exceeds the annual amount authorized for charitable donations under PSCOA policy. Ex. C.

69. On information and belief, there is no receipt or record demonstrating that the "donations" purportedly made to SCI-Huntingdon's Wellness Center and SCI-Huntingdon's Social Events Committee were received by the intended beneficiaries.

70. On information and belief, those organizations are unable to locate any records of purported "donations" from the Local from 2016 and 2017.

71. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni wrote at least seven checks on the Local's bank account conveying approximately \$1,420.00 of Local funds to himself without providing a notation in the check's memo line identifying the basis for the reimbursement, or providing a record or receipt of the goods or services obtained on behalf of the Local necessitating a personal reimbursement.

72. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni, serving as the Local's treasurer, wrote at least seven checks on PSCOA's bank account conveying approximately \$1,886.00 of PSCOA funds to himself for seemingly legitimate Local expenses written in the memo line but failed to provide a record or receipt of the goods or services obtained on behalf of the Local necessitating a personal reimbursement.

73. Defendants Peroni and Clark violated the Oath of Office by issuing to themselves and/or accepting Plaintiffs' union dues as their personal property and by failing to return the property to the unions upon their termination of service, in violation of the PSCOA Constitution, bylaws, and/or policies.

74. Defendants Peroni and Clark's actions violated the unions' Constitution, bylaws, and/or

policies, and the unions thus knew or should have known of these violations by their own officials.

75. At no point in time did the unions intervene to prevent the on-going violations of PSCOA's Constitution, bylaws, and/or policies.

76. Upon information and belief, Defendant unions, by and through their officials, agreed to, allowed, and/or participated in the improper expenditure of union funds and failure to return union funds, and/or deliberately chose not to enforce or ensure compliance with the rules governing union funds contained in the PSCOA Constitution, bylaws, and/or policies.

77. Defendant unions' failure to ensure compliance with the PSCOA Constitution, bylaws, and/or policies concerning the proper management of the Local's finances allowed the Local to improperly convey nearly \$20,000.00 in members' dues during Defendant Peroni and Clark's terms as union officials.

78. Upon the end of Defendant Peroni's and Defendant Clark's terms as Local officials, the unions did not require them to return the union property they held.

79. Upon the end of Defendant Peroni's and Defendant Clark's terms as Local officials, neither Peroni nor Clark returned all the union property they held.

80. As a result of the violations of the unions' own Constitution, bylaws and/or policies, union funds were expended improperly to the detriment of Plaintiffs.

81. Plaintiffs have lost confidence and trust in the unions and their ability to properly and adequately represent their bargaining unit because of the unions' failures to follow and enforce the PSCOA Constitution, bylaws, and/or policies.

82. Between approximately January 2019 and July 2019, Plaintiffs examined the Local's records, including bank statements and cancelled checks and discovered approximately \$19,606.00 of the Local's funds were improperly conveyed by Defendants in violation of the PSCOA Constitution, bylaws, and/or policies.

83. Upon information and belief, officials from the unions were notified of the violations and

informed that nearly \$20,000.00 of the Local's finances were improperly conveyed.

84. Upon information and belief, no official of Defendant unions has acted to recover the improperly conveyed funds.

85. Upon information and belief, Defendant unions have not recovered or been provided with the improperly conveyed funds.

86. As a result, the unions caused and/or allowed approximately \$19,606.00 in union membership dues and fees to be expended from the Local's accounts improperly by failing either to ensure that funds were not mishandled or to require Defendants Peroni and Clark to return the unions' funds upon the end of their terms as Local officials, and thus deprived the bargaining unit of the resources necessary for the unions to fulfill their statutory duty of representation.

CAUSES OF ACTION

COUNT I

Breach of Duty of Fair Representation (All Plaintiffs against PSCOA and the Local)

87. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

88. Because the "[u]nion has assumed the role of trustee for the rights of its members and other employees in the bargaining unit" and employees are "beneficiaries of fiduciary obligations owed by the [u]nion[,] . . . the [u]nion bears a heavy duty of fair representation to all those within the shelter of its protection." *Falsetti v. Local Union No. 2026, United Mine Workers of Am.*, 161 A.2d 882, 895 (Pa. 1960). Accordingly, unions must "act in good faith, in a reasonable manner and without fraud." *Id.*

89. The Local and PSCOA, as well as their officials, had the duty of fair representation to Plaintiffs and all bargaining unit employees.

90. The unions breached their duty of fair representation to Plaintiffs by failing to "act in good faith, in a reasonable manner and without fraud." *Id.*

91. The unions, including their officials, violated PSCOA's Constitution by allowing the unions'

money to be expended on checks without two signatures and by allowing Plaintiffs' union dues to be issued to individual members and officials for personal benefit instead of for collective bargaining and representation of the bargaining unit.

92. In addition to the unions' violation of their Constitution, they also breached their duty of fair representation when their officials violated PSCOA's Oath of Office.

93. Defendants Peroni and Clark, serving as the Local's treasurer and secretary respectively, violated the Oath of Office when they improperly accepted Plaintiffs' union dues for their personal benefit and failed to return the funds or reimburse the Local upon termination of their service as union officials.

94. The unions and their officials also violated PSCOA's policy on reimbursable expenses concerning cell phone reimbursements and charitable donations by issuing checks and/or allowing checks to be issued in violation of PSCOA policy.

95. The unions breached their Constitution, bylaws, and/or policies and violated their rules for reimbursements when union officials improperly conveyed union funds for the personal benefit of union officials.

96. PSCOA and the Local's actions were arbitrary, discriminatory, and/or made in bad faith in agreeing to, allowing and/or participating in the improper expenditure of and failure to return union funds.

97. PSCOA and the Local failed to act in good faith, in a reasonable manner, and/or without fraud in agreeing to, allowing and/or participating in the improper expenditure of and failure to return union funds.

98. PSCOA and the Local breached their duty of fair representation to Plaintiffs when they failed to require union officials to return improperly conveyed funds to the Local upon the termination of their service, in violation of the PSCOA Constitution and Oath of Office.

99. PSCOA and the Local breached their duty of fair representation to Plaintiffs when they failed to recover the improperly conveyed funds despite knowing of the improperly conveyed funds.

100. As a result of the foregoing, Plaintiffs have suffered or will suffer pecuniary injury in the form of improperly conveyed union dues and funds, diminished resources for collective bargaining and representation, and have suffered and will continue to suffer a loss of confidence in PSCOA's ability to fairly represent Plaintiffs' interests.

COUNT II
Negligent Misrepresentation
(All Plaintiffs against PSCOA and the Local)

101. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

102. PSCOA and the Local made material misrepresentations regarding the union's management of Plaintiffs' dues.

103. PSCOA and the Local provided Plaintiffs with material misrepresentations that Plaintiffs' dues would be used for collective bargaining and representation and for the benefit of bargaining unit employees.

104. PSCOA and the Local provided Plaintiffs with material misrepresentations that Plaintiffs' dues would not be improperly conveyed for the personal benefit of union officials.

105. PSCOA and the Local provided Plaintiffs with material misrepresentations that Local officials would return Local property to the Local upon termination of their terms as Local officials.

106. PSCOA and the Local made such misrepresentations to Plaintiffs under circumstances in which PSCOA and the Local did know and/or should have known of the misrepresentations' falsity, as the false representations involve provisions of the unions' own constitution, bylaws, and/or policies, and relate to conduct taken by the unions and/or Defendants Peroni and Clark in their roles as agents and officials of the unions. Moreover, Defendants knew or should have known about the improperly conveyed funds.

107. PSCOA and the Local made the misrepresentations to Plaintiffs with the intent of inducing Plaintiffs to become and/or remain dues-paying union members.

108. Plaintiffs justifiably relied on PSCOA and the Local's misrepresentations in becoming

and/or remaining dues-paying union members.

109. As a result of the foregoing, Plaintiffs have suffered or will suffer pecuniary injury in the form of union dues paid in reliance on Defendants' misrepresentations and diminished resources of the Local available for collective bargaining and representation and legitimate expenses on behalf of the bargaining unit, and have suffered and will continue to suffer a loss of confidence in the unions' ability to fairly represent Plaintiffs' interests.

COUNT III
Negligent Misrepresentation
(All Plaintiffs against Defendants Peroni and Clark)

110. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

111. In taking the Oath of Office as elected officials of the Local, Defendants Peroni and Clark represented to members of the Local that they would fulfill their duties "with honor and integrity" and follow the PSCOA Constitution, bylaws, and policies, including the provisions governing the use of Local funds, and would return Local property upon the end of their terms as officials.

112. The acts of Defendants Peroni and Clark in continuing in their elected offices as treasurer and secretary, respectively, of the Local constituted an ongoing representation that they were following their Oath of Office and thus the PSCOA Constitution, bylaws, and policies.

113. Defendant Peroni made numerous representations at monthly union meetings regarding the Local's financial status and reported on the Local's monthly expenses.

114. Defendants Peroni and Clark made the above representations that they were following PSCOA Constitution, bylaws, and/or policies in order to induce employees of SCI-Huntingdon to become and/or to remain as members of the Local.

115. Defendants Peroni and Clark, however, were not following their Oath of Office or adhering to the rules governing their handling of union funds as dictated by the PSCOA Constitution, bylaws, and/or policies.

116. Defendant Peroni failed to follow the PSCOA Constitution by failing to obtain two signatures on checks drawing on the Local's bank account, in violation of the PSCOA Constitution.

117. Defendants Peroni and Clark took Plaintiffs' dues in the form of "cell phone" reimbursements to which they were not entitled, violating the PSCOA Constitution, bylaws, and policies.

118. Defendant Peroni wrote checks to himself that he represented were for purported reimbursements of legitimate union expenses, but for which no legitimate union expense can be documented. This includes purported charitable donations that appear to have never been made, reimbursements for expenses indicated in the memo line that cannot be documented, and reimbursement checks written to himself that contain no indication of what, if any, legitimate union expense was being reimbursed. These reimbursement checks all violated at least one or more provision of the PSCOA Constitution, bylaws, and/or policies.

119. As officials of the Local, Defendants Peroni and Clark should have known that their conduct violated the PSCOA Constitution, bylaws, and/or policies and that their representations that they were following those provisions were false.

120. Because Defendants Peroni and Clark received and/or wrote the checks that transferred Local funds in violation of the PSCOA Constitution, bylaws, and/or policies, Defendants Peroni and Clark should have known that their representations regarding their compliance with the PSCOA Constitution, bylaws, and/or policies, and the Local's financial status were false.

121. In reliance on the representations of Defendants Peroni and Clark, Plaintiffs remained dues-paying union members.

122. The misrepresentations of Defendants Peroni and Clark regarding their conduct as union officials were material to Plaintiffs' decisions not to resign their membership in the Local, and accordingly to continue to pay membership dues to the Local.

123. Defendant Peroni's misrepresentations regarding the financial status of the Local were

material to Plaintiffs' decisions not to resign their membership in the Local, and accordingly to continue to pay membership dues to the Local.

124. Had Plaintiffs known the actions that Defendants Peroni and Clark were taking with regard to the Local's funds and received member dues, Plaintiffs would have resigned their membership in the Local and ceased paying membership dues.

125. Plaintiffs' reliance on the representations of Local officials regarding the use of union dues was justifiable, as Defendants Peroni and Clark were in a position to know the financial status and governing rules of the Local and PSCOA and were elected officials of Plaintiffs' local union.

126. As a result, Plaintiffs suffered pecuniary harm, including the continued payment of membership dues, the misuse of their dues for unaccounted for and/or improper expenditures, diminished resources for collective bargaining, and a loss of confidence in the unions' ability to continue representing Plaintiffs' interests.

COUNT IV
Breach of Fiduciary Duty
(All Plaintiffs against Defendants Peroni and Clark)

127. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

128. From at least January 1, 2016, if not earlier, through the end of Defendants Peroni and Clark's terms as treasurer and secretary, respectively, for the Local, Plaintiffs were members of the Local in good standing.

129. As officials of the Local, Defendants Peroni and Clark were in a fiduciary relationship with the unions and its membership, which included Plaintiffs. Peroni and Clark thus had a fiduciary obligation to act in the best interest of the Local and its members.

130. In taking the Oath of Office as elected officials of the Local, Defendants Peroni and Clark represented to members of the Local, including Plaintiffs, that they would fulfill their duties "with honor and integrity" and follow the PSCOA Constitution, policies, and bylaws, including the provisions governing

the use of Local funds, and would return Local property upon the end of their terms as officials.

131. Plaintiffs relied on Defendants Peroni and Clark to be the treasurer and secretary, respectively, of the Local, and to perform the duties attendant to their respective offices as officials of Plaintiffs' exclusive representative.

132. Plaintiffs relied on Defendants Peroni and Clark to follow the PSCOA Constitution, bylaws, and policies, and to fulfill their Oath of Office. Plaintiffs relied on the expertise and resources of the Local and its officials, including its secretary and treasurer, in properly accounting for the use of and otherwise safeguarding member dues.

133. On numerous occasions, Defendant Peroni represented to members of the Local at regular union meetings that the Local's expenses were less than the Local's monthly budget.

134. In reliance on the representations of Defendants Peroni and Clark, Plaintiffs remained dues-paying union members.

135. At the same time Defendant Peroni made the representations regarding the Local's finances, he wrote numerous checks to himself and to Defendant Clark for reimbursements for expenses that neither Peroni nor Clark were entitled to receive.

136. At no time during their service as union officials did Defendants Peroni or Clark inform Plaintiffs that they were expending union resources for personal benefit.

137. In fact, Defendants Peroni and Clark's representations were fraudulent, as they were not following their Oath of Office or adhering to the rules governing their handling of union funds as dictated by the PSCOA Constitution, bylaws, and/or policies.

138. Defendant Peroni failed to follow the PSCOA Constitution by failing to obtain two signatures on checks drawing on the Local's bank account, in violation of the PSCOA Constitution.

139. Defendants Peroni and Clark took Plaintiffs' dues in the form of "cell phone" reimbursements to which they were not entitled, violating the PSCOA Constitution and policies.

140. Defendant Peroni wrote checks to himself that he represented were for purported reimbursements of legitimate union expenses, but for which no legitimate union expense can be documented. This includes purported charitable donations that appear to have never been made, reimbursements for expenses indicated in the memo line that cannot be documented, and reimbursement checks written to himself that contain no indication of what, if any, legitimate union expense was being reimbursed. These reimbursement checks all violated at least one or more provision of the PSCOA Constitution, bylaws, and/or policies.

141. Plaintiffs' reliance on the representations of Local officials regarding the use of union dues was justifiable, as Defendants Peroni and Clark were in a position to know the financial status and governing rules of the Local and PSCOA and were elected officials of Plaintiffs' local union and were in a fiduciary relationship with Plaintiffs.

142. Defendants Peroni and Clark violated their fiduciary duties to members of the Local, including Plaintiffs, by violating their Oath of Office and the PSCOA Constitution, bylaws, and/or policies, in their improper use and acceptance of union funds and in their failure to return the Local's property at the end of their terms as Local officials.

143. As a result, Plaintiffs suffered pecuniary harm, including the misuse of their dues for unaccounted for and/or otherwise impermissible expenditures, diminished resources for collective bargaining, and a loss of confidence in the unions' ability to continue representing Plaintiffs' interests.

COUNT V
Unjust Enrichment
(All Plaintiffs against Defendants Peroni and Clark)

144. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

145. Defendants Peroni and Clark accepted Local funds to their own benefit in the form of thousands of dollars to which they were not entitled, through improper "cell phone" reimbursements, and checks written to Peroni by Peroni for which no legitimate union expense can be verified.

146. These benefits were conferred on Defendants Peroni and Clark by Plaintiffs, as Peroni and Clark accepted money from the Local that was made up in part by Plaintiffs' wages, taken in the form of union dues, and Peroni and Clark were officials of the Local.

147. Defendants Peroni and Clark did not return the Local's funds to the Local upon termination of their service as union officials, in violation of their Oath of Office, and the PSCOA Constitution, bylaws, and/or policies.

148. Defendants Peroni and Clark accepted these benefits in violation of PSCOA Constitution, bylaws, and/or policies, and under circumstances, violating the representations in their Oath of Office and other representations to the Local's members, including Plaintiffs. Because Peroni and Clark have no legitimate justification for the taking of the funds, it would be inequitable to allow Peroni and Clark to retain the Local's funds and Plaintiffs' wages.

149. Unless Defendants Peroni and Clark are ordered to return the improperly conveyed funds or otherwise pay restitution to the Local, they will be unjustly enriched.

COUNT VI
Accounting
(All Plaintiffs against All Defendants)

150. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

151. The unions are Plaintiffs' exclusive representative and owe Plaintiffs the fiduciary duty of trust and have a duty to act only in best interest of the bargaining unit in which Plaintiffs are employed.

152. From at least January 1, 2016, if not earlier, through the end of Defendants Peroni and Clark's terms as treasurer and secretary, respectively, for the Local, Plaintiffs were members of the Local in good standing.

153. As officials of the Local, Defendants Peroni and Clark were in a fiduciary relationship with the unions and its membership, which included Plaintiffs. Peroni and Clark thus had a fiduciary obligation to act in the best interest of the Local and its members.

154. Defendants breached their fiduciary duty when they misrepresented to Plaintiffs that union dues were expended solely for collective bargaining and representation and not for the personal benefit of union officials.

155. When PSCOA, the Local, and Defendants Peroni and Clark improperly conveyed union dues, and/or allowed those dues to be improperly conveyed, they misrepresented to Plaintiffs the funds available to the union for collective bargaining and representation, and how those funds were being expended.

156. Plaintiffs paid union dues to the unions, and Defendants, among themselves, hold Plaintiffs' dues.

157. Due to Defendants Peroni and Clark's acceptance of Local funds in violation of PSCOA Constitution, bylaws, and/or policies, and the misrepresentations and/or fraud of Defendants alleged above, the balance and/or location of Plaintiffs' money held by Defendants is different than what Defendants represent.

158. Plaintiffs lack an adequate remedy at law to obtain the records necessary to determine the full amounts due to Local members and/or the Local itself arising from Defendants' breaches of their duties of fair representation, fiduciary duties, and/or misrepresentations.

159. Defendants are in possession of all of the information necessary to report, calculate, and pay all amounts due to the Local and/or its members arising from the breaches of Defendants Peroni and Clark of their fiduciary relationship and as a result of their fraudulent and/or negligent misrepresentations.

160. Plaintiffs are therefore entitled to a complete accounting of the information needed to determine the scope of the misuse of the dues of members of the Local, as well as other Local funds, and to fully calculate the amount of money that has been improperly conveyed or that is otherwise unaccounted for.

161. Plaintiffs therefore seek judgment in their favor against defendants for an accounting of the use and status of union dues and other union funds from the time of Defendant Peroni's taking office as treasurer of the Local to the present, and any other relief that this Court deems proper and just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

- a) Enter judgment against Defendants;
- b) Award damages to Plaintiffs;
- c) Issue an injunction ordering the return of funds unjustly realized by Defendants Peroni and Clark to the Local;
- d) Order an accounting of the use and status of the Local's funds and use of member dues from the time of Defendant Peroni's taking office as treasurer of the Local to the present, and order Defendants Peroni and Clark to reimburse the Local for any funds they realized that cannot be accounted for or demonstrated to have been properly paid to them;
- e) Award costs and fees, including reasonable attorneys' fees and costs, and such other relief as the Court deems appropriate.

JURY DEMAND

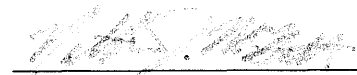
Plaintiffs demand a trial by jury on all matters triable by jury pursuant to Pennsylvania Rule of Civil Procedure 1007.1.

Respectfully submitted,

THE FAIRNESS CENTER

Dated: January 17, 2020

By:


Nathan J. McGrath
Pa. Attorney I.D. No. 308845
E-mail: njmcgrath@fairnesscenter.org

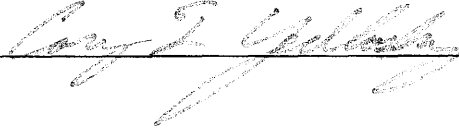
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Counsel for Plaintiffs

VERIFICATION

I, Cory Yedlosky, hereby verify that I am a plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiffs' complaint are true and correct to the best of my knowledge, information and belief.

Date: 1-16-2020

By: 

VERIFICATION

I, William Weyandt, hereby verify that I am a plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiffs' complaint are true and correct to the best of my knowledge, information and belief.

Date: 1-16-20 By: William C Weyandt

VERIFICATION

I, Chris Taylor, hereby verify that I am a plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiffs' complaint are true and correct to the best of my knowledge, information and belief.

Date: 1-16-20 By: Chris Taylor

EXHIBIT A

Pennsylvania State
Corrections Officers
Association

CONSTITUTION

Final and correct version as recommended by the Constitution Committee meeting 12/10/18

PREAMBLE

We, the members of the Pennsylvania State Corrections Officers Association, to secure the benefits of collective bargaining and collective action, to improve the living standards of our members and their families, to secure legislation in the interests of our members and to advance and maintain secure relationships between our members and their Employer and to otherwise enrich the lives of our members and their families, do hereby adopt this Constitution for the government of our Association.

ARTICLE I

NAME

The name of this organization shall be the Pennsylvania State Corrections Officers Association ("PSCOA" or "Association"). The PSCOA shall be comprised of an unlimited number of Local Unions and other subordinate bodies, subject to its laws and this Constitution.

ARTICLE II

PURPOSE AND OBJECTIVE

The purpose and objective of this Association shall be to improve the terms and conditions of employment of public employees who are members of the Association or who are eligible for such membership, to promote the welfare of such employees, to promote individual rights and recognition in the members' employment, to secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining and through the advancement of the Association's standing in the community and in the labor movement, to safeguard and promote the principle of free collective bargaining, to promote the rights of workers and the security and welfare of all public employees and their families by political education and other community activity, to protect and preserve the Association as an institution and in the performance of its legal and contractual obligations, to protect and enhance the stature and well-being of our members and their families by promoting the passage of progressive legislation and to engage in such other actions and programs for which working people may lawfully combine, having in view their mutual protection and benefit.

ARTICLE III

JURISDICTION

This Association shall have jurisdiction over all workers who are employed by the Commonwealth of Pennsylvania, consistent with the Certification(s) issued by the Pennsylvania Labor Relations Board described in Article XI, Section 1(a), in addition to all other employees for whom the Association may gain bargaining rights in the future.

ARTICLE IV

GOVERNMENT OF THE ASSOCIATION

Section 1. All the sovereign powers of the Association shall be vested in its membership when in general session except as may otherwise be set forth in this Constitution.

Section 2. All the powers of the membership, when not in general session, shall pass to and vest in the Association Executive Board.

Section 3. The State Board shall have the authority to exercise such powers as are set forth in this Constitution.

Section 4. A Local Union shall have the authority to exercise such powers as are set forth in this Constitution and/or in its approved Bylaws.

Section 5. The Association and its members shall not be responsible for any actions, activities, statements or omissions of any member, the State Board or any Local Union or any of the Association's subordinate bodies or their officers, agents, employees or representatives, unless the same were expressly authorized or directed by the President or the Association Executive Board. In addition, and not in limitation of the foregoing, neither a member, the State Board, a Local Union nor any other subordinate body, or any of the officers, agents, representatives or employees of such subordinate body, has the power to make any representation, contract, promise or agreement, or to incur any liability for or on behalf of the

Association, or which shall be binding upon the Association, without the consent of the Association Executive Board. Neither a member, the State Board, a Local Union nor any other subordinate body or any of the officers, agents, representatives or employees of such bodies, has been authorized or empowered to act as agent of the Association and no such person or entity shall be deemed an agent of the Association unless expressly authorized, in writing, by the Association Executive Board.

ARTICLE V

OFFICERS

Section 1. The officers of the Association shall consist of a President, Executive Vice President, two (2) Vice Presidents and a Secretary/Treasurer.

Section 2. The officers shall hold office for three (3) years, or until their successors are duly chosen and have qualified. Their terms, unless to fill a vacancy, shall commence on the first Monday following thirty (30) days from the date of their election, unless otherwise provided in this Constitution.

Section 3. **Duties of the President.**

- (a) The President shall be the principal executive and administrative officer of the Association. He or she shall enforce and comply with all laws of the Association and the policies established by the Executive Board. The President shall have direction and supervision of all subordinate bodies, unless otherwise determined by the Executive Board, and shall exercise day-to-day supervision over the affairs of the Association, consistent with policies established by the Executive Board.
- (b) The President shall preside at meetings of the Association membership, the Executive Board and the State Board and shall conduct the same in

conformity with this Constitution. He or she shall have the deciding vote in case of a tie on any question that is being voted on at a meeting.

- (c) The President shall have the authority to appoint and to discharge or otherwise discipline Representatives or other employees of the Association, but the exercise of such authority shall be consistent with general budgetary policies approved by the Executive Board.
- (d) The President shall have the authority to appoint, and to remove or replace, delegates or representatives to other labor organizations or bodies or other groups, organizations or institutions which the Association may determine to join or affiliate with in the interest of its membership.
- (e) The President shall perform such other duties as the Constitution may require and provide regular reports concerning his or her acts or activities to the Executive Board.
- (f) The President shall have the authority to decide all disputes among Local Unions or subordinate bodies, subject to approval by the Executive Board.
- (g) When the President makes a decision or issues an order to a subordinate body or to the officers or members thereof, the same shall be complied with until such decision or order is reversed by the Executive Board.
- (h) The President shall sign all Local Union Charters and Charters for other subordinate bodies.
- (i) When any question arises regarding the construction or interpretation of the Constitution, the President shall, in the first instance, decide any such question subject to the approval of the Executive Board. The President's interpretation and construction of the Constitution shall be accepted and

shall be binding upon all parties, subordinate bodies, officers and members of the Association pending approval or change of such interpretation or construction of the Constitution by the Executive Board.

- (j) The President shall be empowered to examine the books and records of any Local Union or other subordinate body and to delegate such power to any officer or representative of the Association. The President, with the consent of the Executive Board, may appoint auditors whenever necessary to investigate discrepancies, errors or misconduct by officers, representatives or agents of the Association, Local Unions or subordinate bodies.
- (k) The salary of the President shall be \$70,000.00 per year, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

Section 4. Duties of Executive Vice President.

- (a) The Executive Vice President shall assist the President in carrying out his or her executive and administrative functions as set forth in the Constitution. The President may direct or delegate to the Executive Vice President the authority to act for the President whenever the President deems it necessary or proper to do so.
- (b) The Executive Vice President shall be under the supervision and direction of the President and shall perform any and all duties assigned by the President.

- (c) The Executive Vice President shall comply with all policies established by the Executive Board.
- (d) The salary of the Executive Vice President shall be \$67,500.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

Section 5. Duties of Vice Presidents.

- (a) The Vice Presidents shall assist the President in carrying out his or her executive and administrative functions, including in such regions or divisions of the Association as may be established by the Executive Board.
- (b) The Vice Presidents shall be under the supervision and direction of the President and shall perform any and all work assigned by the President.
- (c) The Vice Presidents shall comply with all policies established by the Executive Board.
- (d) The salaries of the Vice Presidents shall be \$65,000.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

Section 6. Duties of the Secretary/Treasurer

- (a) The Secretary/Treasurer shall maintain all records of the Association, including, but not limited to, Minutes and records of all Executive Board, State Board and General Membership meetings, as well as any other documents relating to the operation of the PSCOA.
- (b) The Secretary/Treasurer shall prepare and give notice of all Executive Board, State Board, General Membership and Special Meetings in a timely manner.

- (c) The Secretary/Treasurer shall receive and account for all revenues of the Association.
- (d) The Secretary/Treasurer shall preserve all important papers, accounts, letters and other documents relating to the business of the Association, subject to record retention and other policies established by the Executive Board. The Secretary/Treasurer shall keep accurate records of all financial transactions of the Association and shall pay all lawful bills within the authority of this Constitution and in accordance with Executive Board policy.
- (e) The Secretary/Treasurer shall deposit all revenue received in banks designated by the Executive Board. Subject to policies adopted by and approved by the Executive Board, the Secretary/Treasurer shall invest the surplus funds of the Association in a manner designed to properly protect the funds and assets of the Association.
- (f) The Secretary/Treasurer (and all other elected or appointed officials or representatives of the Association who have responsibilities relating to the handling of funds or assets) shall be bonded in an amount sufficient to protect the assets of the Association, as may be determined by Executive Board policy.
- (g) The Secretary/Treasurer shall have supervision over all staff and personnel employed by the Association for record retention or financial responsibilities, subject to rules and policies that may be established by the Executive Board.

- (h) The Secretary/Treasurer shall be responsible for assuring that an annual audit of Association records and accounts is performed by a certified public accountant to be selected by the Executive Board. The Secretary/Treasurer shall provide a report of the audit to the Executive Board promptly upon its completion. The Secretary/Treasurer shall perform any and all other duties that may be assigned to him or her by the Executive Board and shall comply with any and all rules and regulations or policies adopted by the Executive Board, including policies that relate to the financial transactions of the Association and/or the protection of its assets.
- (i) The salary of the Treasurer shall be \$60,000.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

ARTICLE VI

EXECUTIVE BOARD

Section 1.

- (a) The Executive Board shall be comprised of the President, the Executive Vice President, the Vice Presidents, the Secretary/Treasurer and eight (8) members to be elected at large by the membership. At least two (2) of the eight (8) at large Executive Board positions shall be reserved for members who are not Corrections Officer I or Corrections Officer II.
- (b) The Executive Board shall have governing authority over the Association and its subordinate bodies. The Executive Board shall have the power to supervise all business and financial affairs of the Association and to

authorize all expenditures and allowances deemed necessary to effectuate or accomplish the objectives of the Association or for its benefit.

- (c) The Executive Board shall meet at least quarterly and at such other times it may be convened at the request of the President or a majority of its members. In all matters requiring action by the Executive Board, when the Executive Board is not in formal session, the Executive Board may act by telegram, letter, facsimile or long-distance telephone or by other satisfactory means of computer-generated communication. Such action so taken by the members of the Executive Board shall constitute action of the Executive Board as though the Executive Board was in formal session. A quorum of the Executive Board for the transaction of business shall be a majority of its members. A majority of Executive Board members participating and voting in the formal or informal session, when action is taken, shall decide the issue or matter before the Executive Board, except in circumstances where this Constitution may specifically require more than a majority vote.
- (d) All correspondence for the Executive Board shall be acknowledged and prepared by the Secretary/Treasurer for submission to the Executive Board. Decisions by the Executive Board shall be transmitted by the Secretary/Treasurer to all interested parties.
- (e) The Executive Board shall decide all points of law arising and all policies under the jurisdiction of the Association and all grievances and appeals, unless otherwise provided in this Constitution. The decisions of the

Executive Board shall be in full force and effect unless reversed in accordance with the procedure set forth in the Constitution.

- (f) The Executive Board is empowered to enter into agreements which, in its judgment, are in the best interests of the membership of the Association and to establish laws, policies and rules that are necessary to effectuate the purposes and objectives of the Association. The Executive Board shall have the ultimate power to interpret or construct the meaning of provisions set forth in this Constitution.
- (g) The Executive Board shall be empowered to retain an independent auditor for the Association and to establish all rules and policies that will govern the financial affairs of the Association and the protection of its assets.
- (h) The Executive Board shall have the power to formulate and put into operation a fringe benefit plan or plans for the benefit of the employees of the Association. The Executive Board shall also establish general personnel policies, rules and regulations relating to employees of the Association.
- (i) The Executive Board shall have the authority to issue, or revoke, Charters to Local Unions and other subordinate bodies and to identify the jurisdiction of such Local Union or other subordinate body.
- (j) The orders and decisions of the Executive Board between General Membership meetings are supreme. Officers of the Association and officers of subordinate bodies, as well as all agents, representatives, employees and members of the Association must obey them and faithfully carry them out. Any action by an officer, representative, agent, employee

or member contrary to such decisions and orders shall constitute a violation of this section.

- (k) When, for any reason, a vacancy occurs during a term of office among the officers or the Executive Board members of the Association, the Executive Board shall, as soon as may be practicable, but not more than sixty (60) days from the time the vacancy occurs, appoint a member qualified to serve to fill such vacancy for the remaining term of the office.

ARTICLE VII

NOMINATIONS AND ELECTIONS

Section 1. Nomination and election of Association officers and Executive Board members:

- (a) The election of officers and Executive Board members of the Association shall occur, by mail ballot, every three (3) years, commencing in the year 2004. Incumbent officers and Executive Board members of the Association, having been duly elected or appointed prior to the adoption of this Constitution, shall continue to serve their term of office as if elected pursuant to the provisions set forth in this Constitution until the next election.
- (b) In June of each election year, a mail ballot for the election of Association officers and Executive Board members shall be conducted by the Election Committee pursuant to rules and regulations that shall be adopted by the Committee and approved by the Executive Board. Such rules and regulations shall not be inconsistent with the provisions in this Constitution. No member who is a candidate for office may serve on the

Election Committee during a period ninety (90) days prior to the nomination meeting through ninety (90) days subsequent to the conduct of the election. Vacancies that may occur on the Election Committee by operation of this provision shall be filled in accordance with provisions set forth in Article VIII, Section 3.

- (c) The Election Committee shall be empowered to retain the services of an outside impartial agency to conduct the mail ballot and the Association shall pay for such expense and all other reasonable expenses related to the conduct of the election.
- (d) Only active members in good standing and who otherwise qualify for office or Executive Board positions as set forth herein shall be eligible as candidates for such position(s).
- (e) Write-in ballots shall not be permitted in any election. Only the names of candidates who have been duly nominated for office shall appear on the mail ballot.
- (f) All active members in good standing shall be eligible to cast votes for officers and Executive Board members. A member must return his or her mail ballot within fourteen (14) days of the date the ballot was mailed to him or her. The postmark on the return envelope shall be sufficient evidence of compliance (or lack thereof) with this provision.
- (g) Rules and regulations that will govern the election shall be posted at each facility in which active members are employed or on the Association's website.

- (h) The Election Committee shall establish rules and regulations that will govern protests of the election. Such rules and/or procedures shall provide that a member may file a written protest concerning the conduct of the election within five (5) working days after certification of the election results and establish a process by which the Election Committee shall fairly and impartially determine such protests. Rulings by the Election Committee concerning any post-election protest shall be issued within twenty-one (21) days following the receipt of the protest. The determination by the Election Committee concerning any election protest shall be final and binding, except that a decision to overturn the results of an election and/or conduct a rerun election shall be subject to approval by the State Board which shall be convened to determine the matter within ten (10) days following the Committee decision..
- (i) Officers and Executive Board members who have been certified as elected shall be sworn in and take office not later than the first Monday following thirty (30) days after their election. Where a pending election protest may affect only some, but not all, offices or Executive Board positions, the pendency of the election protest shall not cause a delay in the swearing in of the unaffected offices or Executive Board positions.
- (j) In May of each election year, a Special Meeting of the membership shall be convened by the Executive Board for the purpose of receiving nominations for Association officers and Executive Board positions. Notice of the nomination meeting shall be given to all active members in good standing by mail posted to their last known home address at least ten

(10) days prior to the nomination meeting date, or the notice shall be posted at facilities at which active members are employed or on the Association website.

(k) A member who is qualified to hold office or an Executive Board position may not be nominated for more than one such position. A member who is nominated must indicate his or her acceptance of the nomination at the meeting or, if he or she is unable to attend the meeting, the nomination must be accepted by means of a written communication to the Chairman of the Election Committee, postmarked within seventy-two (72) hours following the conclusion of the nomination meeting. A member who does not accept the nomination pursuant to this provision shall not be eligible to be a candidate for office.

(l) In the event nominations are closed and there is no contest in relation to a particular office or the Executive Board positions, the Election Committee shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position. The special nomination meeting of the membership shall be chaired by the President, but the President shall transfer the Chair to the Chairperson of the Election Committee to conduct all business of the Association that relates to the nomination of candidates. Any disputes or issues that may arise during the meeting that relate to the qualification of a candidate or the nomination and election procedure shall be determined by a vote of the Election Committee.

- (m) Eligibility to hold the position of Association officer or Executive Board member. An active member in good standing shall be eligible to hold the position of Association officer or Executive Board member if:
- (1) The member has been an active member in good standing of the Association for at least two (2) years and has been employed as a member of the H1 bargaining unit for at least five (5) years; and
 - (2) The member has maintained his or her good standing during the two (2) years immediately preceding the nomination; and
 - (3) The member has served as an Association officer or Executive Board member, or a Local Union officer or Executive Board member for two (2) years.
- (n) All officers and Executive Board members shall hold office until their successor is duly elected, qualified and installed.
- (o) A member shall cease to be qualified to hold office if he or she loses status as an active member in good standing of the Association. An officer or Executive Board member who retires from the Commonwealth during his or her term of office shall be considered as "inactive," for the purpose of this provision. In order to maintain your elected position in good standing you must be in an "active" paid status as a state employee in the H-1 bargaining unit.
- (p) Every active member in good standing shall have the right to nominate, vote for or otherwise support the candidate of his or her choice, subject to the provisions of this Constitution.

Section 2. Nomination and election of Local Union officers and Local Union

Executive Board members:

- (a) Officers and Executive Board members of a Local Union shall be elected for terms of one or two years in accordance with procedures set forth in Local Union Bylaws. Incumbent officers and Executive Board members of the Local Union, having been duly elected or appointed prior to the adoption of this Constitution, shall continue to serve their term of office as if elected or appointed pursuant to the provisions set forth in this Constitution until the first Local Union election that shall be scheduled in the Bylaws.
- (b) No write-in ballots shall be permitted in any election. The names of candidates who have been duly nominated for office shall appear on the ballot.
- (c) All active members in good standing of a Local Union shall be eligible to cast votes for officers and Executive Board members of the Local Union.
- (d) The Executive Board of a Local Union shall, at least sixty (60) days prior to the nomination meeting, establish rules and regulations that will govern the election, such rules not to be inconsistent or in conflict with rules set forth in the Local Union Bylaws, this Constitution or the policies established by the Association Executive Board. In the event of any controversy concerning fairness or application of such rules, a member may file an appeal to the Association Executive Board which shall have authority to determine the issue.

- (e) Within five (5) working days after an election, a member may file a written protest concerning the conduct of the election with the President of the Association. The President shall be authorized to investigate and determine the election protest and his or her decision shall be issued within thirty (30) days, unless the President specifically determines that additional time is needed to investigate the matter. Any member who is aggrieved by a ruling of the President under this provision may appeal the matter, in writing, to the Association Executive Board within five (5) working days following the President's written determination. The Executive Board will issue a written determination concerning the appeal in a timely manner, in accordance with its policies and procedures. A ruling by the President under this provision shall be final and binding, unless appealed. Following a timely appeal, the decision by the Executive Board will be final and binding on all parties.
- (f) In the event an issue arises during a nomination meeting concerning the qualification (or lack thereof) of a member to hold a Local Union office or Executive Board position or where a member is not satisfied with the ruling of the Chair at the meeting, a member may appeal the ruling to the Association President within forty-eight (48) hours after the nomination meeting. Such appeal shall be in writing and shall state specifically the reasons for challenging the ruling of the Chair. The President shall be authorized to investigate the matter and shall issue a prompt ruling concerning the qualification (or lack thereof) of the member within five (5) working days. The President's decision shall be final and binding

- (g) In the event nominations for Local Union office or Executive Board positions are closed and there is no contest in relation to a particular office or Executive Board position(s), the presiding officer of the meeting shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position.
- (h) There shall be no write-in candidates during any election.
- (i) Any issues or controversies relating to the conduct of Local Union elections that may arise shall be determined by the Association Executive Board, except as otherwise provided in the Constitution.

ARTICLE VIII

COMMITTEES

Section 1. The Association shall have the following standing Committees:

- (a) Collective Bargaining Committee;
- (b) Health & Welfare Committee;
- (c) Finance Committee;
- (d) Grievance Committee;
- (e) Legislative/Political Action Committee;
- (f) Election Committee;
- (g) Judicial/Ethics Committee;
- (h) Constitution and Bylaws Committee.

The purpose of each Committee shall be to research and review, and provide recommendations and advice to the Executive Board on matters falling within the purview of each respective Committee and to fulfill such other duties as may be set forth in the Constitution.

Section 2. The duties and responsibilities of each Committee shall be determined by the Executive Board, except as such duties may be specified in this Constitution.

Section 3. Members of each Committee shall be appointed by the President, upon approval by the Executive Board. Each Committee shall consist of at least five (5) members, one of whom shall be a member of the Executive Board. Each Committee, other than the Finance Committee and the Judicial/Ethics Committee shall elect a Chairman and Recording Secretary. The Finance Committee shall be chaired by the Secretary/Treasurer. The Judicial/Ethics Committee shall be chaired by the Executive Vice President.

Section 4. The Executive Board may expand the membership of any standing Committee as needs or circumstances may determine. Standing Committees may not, however, have fewer members than are required by the Constitution.

Section 5. Committee members may be removed from service on a Committee for good and sufficient reasons by action of the Executive Board.

Section 6. The Recording Secretary of each Committee shall provide copies of all Committee Minutes to members of the Executive Board as soon as may be practicable after each Committee meeting. Records of all Committees shall be available to members of the Executive Board for inspection at any time.

Section 7. The Executive Board may establish additional special Committees as it deems necessary.

ARTICLE IX

STATE BOARD

Section 1. The State Board shall be comprised of members of the Association Executive Board and the President and Vice President of each Local Union.

Section 2. The State Board shall function primarily as an advisory body to the Executive Board to provide information and advice concerning membership issues, including, but not limited to collective bargaining issues, problems in the workplace, financial issues concerning the membership and other matters relating to the welfare of the Association membership. When a motion concerning an issue as noted above passes by a 2/3 majority roll call vote of those attending the State Board meeting, the motion shall then carry four (4) affirmative votes into the next regularly scheduled Executive Board meeting and a vote dealing with said motion must be taken. This provision shall not empower the State Board in any way nor shall it be used to circumvent the language in this document in any other way.

Section 3. The State Board shall serve as an appellate body to consider and determine appeals that may be processed under provisions set forth in Article XV and Appendix B of the Constitution and to perform such other duties as may be set forth in this Constitution.

Section 4. Meetings of the State Board shall be conducted semi-annually and at such other times as may be determined by the Executive Board. The meetings shall be chaired by the President, or, in his or her absence, the Executive Vice President. In the event of the absence of the President and Executive Vice President, the Executive Board members present shall determine the Chairperson of the meeting.

Section 5. State Board members who miss two (2) consecutive meetings without sufficient cause may be subject to removal from office by majority vote of their Local Union. In

the event a vacancy in a Local Union office is created by this provision, the members of the Local Union shall elect a replacement to serve out the term of the office of the removed member.

Section 6. A Local Union President or Vice President who resigns or is removed from office shall be considered as having resigned his or her position on the State Board. The individual duly elected or appointed by the Local Union membership to serve the remaining portion of the officer's term shall automatically be accepted as a member of the State Board.

Section 7. A quorum for transaction of business by the State Board shall be a majority of its members.

ARTICLE X

LOCAL UNIONS

Section 1. Local Unions subordinate to this Association may be chartered in any DOC/DPW location pursuant to policies adopted by the Executive Board.

Section 2. The primary purpose of Local Unions is to disseminate information to the membership employed in its facility, solicit input on issues affecting the members in the facility and to resolve disputes that arise at the facility, subject to rules and policies that may be established by the Association Executive Board.

Section 3. Local Unions shall meet on a regular monthly schedule, consistent with provisions set forth in the Local Union Bylaws. Local Unions must conduct a minimum of nine (9) monthly meetings in each calendar year. The President of each Local Union shall be responsible for notifying members of the time, date and place of each regular or special Local Union meeting.

Section 4. Votes taken and decisions made at the Local Union meetings must be such that their impact does not affect other Association members in other facilities and are not

contrary to this Constitution or Association rules, regulations, policies and/or existing collective bargaining agreements.

Section 5. A quorum for the conduct of business at a Local Union meeting shall be ten (10) Local Union members.

Section 6. The officers of the Association and members of its Executive Board, or their designees, shall have a right to attend any regular or special Local Union meeting and a right to address the membership of the Local Union in relation to any issue.

Section 7. Each Local Union shall adopt Bylaws that shall not be inconsistent with provisions set forth in this Constitution or the rules, regulations, policies or decisions of the Association Executive Board. In the event of any conflict between provisions set forth in Local Union Bylaws and this Constitution or any rule, regulation, policy or determination that is adopted pursuant to provisions set forth in the Constitution, this Constitution and its duly promulgated rules, regulations, policies and determinations by the Executive Board shall be deemed supreme and conflicting provisions in Local Union Bylaws shall be construed as null and void. Local Union Bylaws, upon approval by the membership of the Local Union, shall not become effective until the Local Union Bylaws have been transmitted to the Association Executive Board, which shall have the power to accept or reject the Local Union Bylaws.

Section 8. Local Union officers shall be comprised of a President, Vice President, Recording Secretary and Treasurer, provided, however, that Local Unions may approve Bylaws that combine the Recording Secretary and Treasurer offices. The Local Union Executive Board shall be comprised of the Local Union officers and a number of members to be elected at large by the Local Union, as set forth in its Bylaws.

- (a) The President shall chair all meetings of the Local Union Executive Board and all Local Union membership meetings.

- (b) The President shall have such other duties as may be assigned by the Local Union's Bylaws, the Local Union Executive Board, the Association Executive Board and/or the Association President.
- (c) The Vice President shall fill the office of President in the event the Local Union President resigns, becomes incapacitated or in the event of a vacancy in that office. The Vice President shall assume the duties of the President in chairing any meetings when the President is absent. The Vice President shall also act as Chief Steward in the representation of Local Union members.
- (d) The Local Union President shall be responsible for maintaining all records relating to the Local Union operation and shall be custodian of such records.

Section 9. All Local Union checks and/or drafts shall require two signatures, one of which must be the Treasurer and the other to be an officer and/or member of the Local Union Executive Board, other than the President.

Section 10. Special meetings of the Local Union membership may be called by the Local Union President or at the request of a majority of Local Union Executive Board members. Special meetings may also be called by the Association President or the Association Executive Board.

Section 11. Meetings of the Local Union membership and the Local Union Executive Board, to the extent not otherwise set forth in the Local Union Bylaws, shall be conducted in accordance with Roberts Rules of Order.

ARTICLE XI

MEMBERSHIP

Section 1. Membership in the Association shall consist of the following classifications:

- (a) Active members: All active employees of the Commonwealth of Pennsylvania whose job titles place them within the classification(s) included under the certifications of the Pennsylvania Labor Relations Board or recognitions set forth below, shall be members of the Association if the individual otherwise satisfies the requirements for membership in good standing set forth in the Constitution and policies adopted by the Association Executive Board including payment of full financial obligation(s) to the Association pursuant to its rules and regulations (PERA Case Nos. R-776-C; R-1062-C; R-1066-C; U-86-477-E; U-89-500-E and any successor or supplementary certifications or recognitions that may be achieved by the Association).
- (b) Associate Members: Associate Member status shall be defined by policies adopted by the Association Executive Board and shall include retired members and other individuals who may be eligible for Associate Member status. Associate Members shall not be entitled to vote or to hold any elective office under this Constitution, but may, pursuant to policies of the Association Executive Board, hold appointed positions.

Section 2. The benefits of membership as set forth in this Constitution are strictly reserved to active members in good standing, except as may otherwise be determined by the Association Executive Board.

Section 3. All rights not expressly reserved to other persons and/or bodies in this Constitution shall be reserved to the active members in good standing of the Association. These

include the right(s) to ratify negotiated collective bargaining agreements that are not subject to the binding arbitration provisions set forth in Act 195, the right to approve all amendments to this Constitution and the right to vote in Association and Local Union elections consistent with provisions set forth in this Constitution.

Any former member who has voluntarily resigned their membership, or any employee who has chosen not to become a member within thirty (30) days of graduating from the DOC Training Academy shall be permitted to become a member of the Association upon payment of an admission fee in an amount established by the Executive Board from time to time.

Section 4. A special or general session meeting of the membership may be convened at any time by the Executive Board. The Executive Board shall determine the date, time and place for the meeting and shall determine the agenda for the meeting. The President or his/her designee shall chair the meeting. The Secretary/Treasurer shall cause to be made a posting at each facility to notify the membership of the date, time, purpose and location of the membership meeting.

ARTICLE XII

DUES

The dues for active members shall be no more than one- and one-half percent (1½%) of base pay, per pay period, payable through payroll deductions. There shall be no initiation fees for newly hired employees within the bargaining unit, however, an admission fee may be charged to former members or non-members per the provisions of Article XI, Section 3. The Executive Board shall establish rules and regulations in conformity with applicable state and/or federal laws.

ARTICLE XIII

FUNDS AND PROPERTY OF THE

ASSOCIATION AND ITS SUBORDINATE BODIES

Section 1. All funds and/or property of the Association, Local Unions or other subordinate bodies, derived from any source, shall be held in the name of the Association, Local Union or subordinate body, as the case may be, and shall not be transferred or conveyed to any other person, body, committee, entity or organization, whether incorporated or unincorporated, except as permitted in this Constitution. Nothing in this provision shall prevent the Executive Board, a Local Union or other subordinate body from paying any properly authorized bill or obligation of the Association, Local Union or subordinate body in accordance with provisions set forth in this Constitution or the Bylaws of the subordinate body.

Section 2. The funds and/or property of the Association, Local Union or subordinate body shall be used for such purposes only as are specified in this Constitution or in accordance with policies duly adopted and approved by the Executive Board. No member, or his or her heirs, administrators, executors or assigns, or any other person, shall possess any right, title, interest or claim of any kind, actual or beneficial, in the funds, property, assets, entitlements or expectancies of this Association.

Section 3. In no event shall the funds, property or assets of the Association, a Local Union or a subordinate body be loaned or donated to members. This provision shall not prohibit the Association from establishing a special fund for use as strike benefits, sick or disability benefits or for other like or related purposes in accordance with standards and guidelines that may be established by the Executive Board.

Section 4. The funds and/or property of a Local Union or subordinate body shall not be divided among the members, individually, but shall remain the funds and property of the Local Union or subordinate body, for its legitimate purposes. In the event of the revocation of a Charter or the dissolution of a subordinate body, any funds held in the name of the Local Union

or subordinate body shall be promptly transmitted by the Treasurer of such body to the Secretary/Treasurer of the Association and shall become the property of the Association. The Association and its subordinate bodies shall not be liable for any debts or obligations of any Local Union or subordinate body by virtue of the transfer or reversion to the Association of any funds or property of such Local Union or subordinate body pursuant to this Section; and, if a court of competent jurisdiction should rule otherwise, the said liability shall be strictly limited to the funds and property owned by such Local Union or subordinate body at the time of said transfer or reversion.

Section 5. If it deems it necessary or appropriate to protect the funds, property or assets of the Association, the Executive Board shall be empowered to incorporate the Association or any of its subordinate bodies pursuant to the Pennsylvania Non-Profit Corporations Law or to form such other legal entity or Trust as may be necessary to protect the interests of members of the Association. In such event, the governing documents of such corporation or other legal entity or Trust shall maintain the basic structure of this Constitution, to the maximum extent permissible by law.

ARTICLE XIV

TRUSTEESHIPS

For the purpose of correcting corruption, financial malpractice, assuring the performance of collective bargaining agreements, restoring democratic procedures and otherwise carrying out the legitimate objects of the Association, the Association Executive Board shall be empowered to impose Special Trusteeships under the authority, and within the framework of procedures, set forth in this provision and Appendix A of the Constitution. The Executive Board shall be empowered to develop and approve additional procedures and rules relating to Special

Trusteeships, provided such procedures or rules are not inconsistent with the provisions set forth in Appendix A.

ARTICLE XV

CHARGES, TRIALS AND APPEALS

The Association Executive Board shall be empowered to approve rules and procedures that will govern charges that may be filed by members of the Association against Association officers and/or Executive Board members, officers and/or Executive Board members of Local Unions and/or subordinate bodies, and members and the trials and appeals that may occur in relation to such charges; provided, however, the rules and/or policies in relation to such charges, trials and/or appeals shall not be inconsistent or in conflict with the provisions set forth in Appendix B of this Constitution..

ARTICLE XVI

Conviction of a felony shall constitute automatic grounds for removal of any Association officer, Local Union officer or a member of any Executive Board. Such removal and disqualification from office shall be automatic upon conviction and shall not require a trial of the individual under provisions set forth in this Constitution.

ARTICLE XVII

AMENDMENT

This Constitution may be amended under either of the following procedures:

Section 1. Upon recommendation by the Executive Board: A proposed amendment to the Constitution may be referred by the Executive Board to the Chairperson of the Constitution Committee. A proposed amendment to the Constitution requiring financial resources of the Association will also be referred to the Chairperson of the Finance Committee for review and analysis. Each such proposed constitutional amendment shall be submitted by the Constitution Committee and, if applicable, the Finance Committee, to the Executive Board, with their respective recommendations for adoption or rejection, within sixty (60) days after referral.

The proposed amendment shall then be placed upon the agenda of the Executive Board for its next regular meeting, for first reading purposes only. At the next following meeting of the Executive Board, members of the Executive Board shall vote on the proposed amendment. Approval of the proposed amendment must be by a two-thirds vote of the Executive Board. Within ninety (90) days following approval of a proposed constitutional amendment by the Executive Board, a mail ballot shall be conducted by the Secretary/Treasurer of all active members in the Association for a vote in favor of or against the proposed constitutional amendment. Acceptance of the amendment by a two-thirds vote of the members voting shall constitute ratification of the amendment, and it shall thereupon become effective.

Section 2. Upon recommendation by the State Board: A proposed amendment to the Constitution may be submitted in written form to the Chairperson of the Constitution Committee upon the Motion of any Local Union, provided the Motion is seconded by a vote of five (5) other Local Unions. A proposed amendment to the Constitution requiring financial resources of the Association will also be forwarded to the Finance Committee for review and analysis. Each proposed constitutional amendment submitted under this Section shall be reported by the Constitution Committee and, if applicable, the Finance Committee, to the Executive Board with their respective recommendations for adoption or rejection of the proposed amendment, within sixty (60) days after the submission. The proposed amendment, submitted under this procedure, shall then be placed on the agenda of the Executive Board for its next meeting. Approval of the proposed amendment by the Executive Board shall not be required under this procedure, but the Executive Board may issue an opinion stating whether it has agreed to recommend or reject the proposed constitutional amendment and the reasons for its determination. The proposed amendment, together with any Committee or Executive Board reports, shall then be submitted for consideration by the State Board at its next regular meeting. Approval of the proposed

amendment must be by a two-thirds vote of the State Board. Within ninety (90) days following the approval by the State Board, a mail ballot shall be conducted by the Secretary/Treasurer in which all active members may vote in favor of or against the proposed amendment. Acceptance of the amendment by a two-thirds vote of the members voting shall constitute ratification of the amendment, and it shall thereupon become effective. A Motion or second by a Local Union under this procedure shall require a certification by the Secretary/Treasurer of the Local Union that the Local Union membership has voted to approve the Motion, or second, by resolution at a regular or Special Meeting.

ARTICLE XVIII

SEVERABILITY

The provisions of this Constitution are severable and, if any of the provisions herein shall be found to be unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

ARTICLE XIX

INDEMNIFICATION

The Association shall, to the full extent permitted by law, indemnify any person made, or threatened to be made, a party in any civil or criminal action or proceeding by reason of the fact that he or she, his or her Testator or intestate, (a) is or was an officer or official of the Association; or (b) served any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity at the request of the Association; and the Association may, in the discretion of the Executive Board, indemnify such other Association personnel to the extent permitted by law. The Association may purchase liability insurance for officers and officials in such amounts and with such coverage as the Executive Board may, from time to time, deem appropriate, to indemnify the Association for any obligation incurred as a result of the

indemnification of officers and officials, and to indemnify officers and officials in instances in which they may not be indemnified by the Association.

ARTICLE XX

DISSOLUTION

Dissolution of this Association, may occur only as required or permitted by the laws of the Commonwealth of Pennsylvania

**CONSTITUTION OF THE
PENNSYLVANIA STATE CORRECTIONS
OFFICERS ASSOCIATION**

APPENDIX A

TRUSTEESHIPS

**CONSTITUTION OF THE
PENNSYLVANIA STATE CORRECTIONS
OFFICERS ASSOCIATION**

APPENDIX A

TRUSTEESHIPS

In accordance with the provisions set forth in Article XIV of the Constitution, the following provisions shall govern the imposition of Special Trusteeships by the Association Executive Board:

Section 1. The Executive Board, with or without a hearing, but after investigation, shall have the power to appoint a Special Trustee to take immediate charge and control of a Local Union or other subordinate body and its affairs for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements, restoring democratic procedures or otherwise carrying out the legitimate objects of the Association.

Section 2. Immediately upon appointment of a Special Trustee, the functions of all officers of the Local Union or subordinate body shall terminate and such functions shall pass to the Special Trustee. The Special Trustee may, thereupon, suspend or remove any officer or employee without pay and appoint temporary officers, or employees, in their place who shall act under the Special Trustee during the term of such Trusteeship. The Special Trustee shall take such other action as, in his or her judgment, is necessary for the preservation of the Local Union or subordinate body and the rights and interests of the members.

Section 3. The Special Trustee shall report, from time to time, on the affairs and progress of the Special Trusteeship to the Executive Board. The Special Trustee's conduct shall be subject to the supervision of the President and the Special Trustee may be removed or replaced with a Successor Trustee at any time by action of the Executive Board.

Section 4. The Special Trustee shall take possession of all the funds, books, papers and other property of the Local Union or subordinate body and shall manage its affairs during the Special Trusteeship in accordance with provisions set forth in this Constitution and policies adopted by the Executive Board.

Section 5. As soon as is practicable following the imposition of a Special Trusteeship, but not later than thirty (30) days, a hearing shall be held to determine whether it is appropriate to continue the Trusteeship, given the interest of the Association and its members. The Executive Board shall appoint a three-person Committee to act as Hearing Officer(s). The hearing shall be conducted at a time and place designated by the Hearing Officer(s). During the hearing, the Special Trustee shall present evidence relating to the imposition and/or continuation of the Special Trusteeship. Members of the Local Union may be present and provide evidence in support of or in opposition to the Special Trusteeship. Members of the Local Union and officers of the Association may also attend the hearing. Legal counsel shall not be permitted for any

party in the hearing, except that counsel for the Association may be present to advise the Hearing Officer(s). Rules relating to the conduct of the hearing that are fair and just will be established by the Executive Board and/or the Hearing Officer(s). Within thirty (30) days following the conclusion of the hearing, the Chairman of the Hearing Officer(s) shall submit a written, detailed report recommending Findings and Conclusions to the Executive Board. The Executive Board shall, within thirty (30) days thereafter, issue a written determination, which shall be final and binding, concerning the dissolution and/or continuation of the Trusteeship.

Section 6. Within six months of the imposition of a Special Trusteeship, the Executive Board shall set a date by which the Special Trusteeship shall end or the Executive Board shall issue a written determination for continuation of the Special Trusteeship. No Special Trusteeship shall last longer than eighteen (18) months.

**CONSTITUTION OF THE
PENNSYLVANIA STATE CORRECTIONS
OFFICERS ASSOCIATION**

APPENDIX B

CHARGES, TRIALS AND APPEALS

**CONSTITUTION OF THE
PENNSYLVANIA STATE CORRECTIONS
OFFICERS ASSOCIATION**

APPENDIX B

CHARGES, TRIALS AND APPEALS

Section 1. The basis for charges against members, officers, Local Unions or any subordinate body of the Association may consist of the following:

- (a) Violation of any provision of the Constitution or of any rule or regulation promulgated by the Executive Board.
- (b) Violation of membership obligations;
- (c) Disloyalty to the Association;
- (d) If an officer -- neglect, inefficiency or incompetence in the performance of the officer's duties; failure to advance and promote the interests of members of the Association; performing acts detrimental to the interests of the Association; utilizing the officer's official position to engage in enterprises which are inimical to the welfare of the Association and contrary to the interests of its members
- (e) Misappropriation; embezzlement; misuse or improper handling of Association funds; altering or tampering with membership records or Association books or making false official reports; or failure to account for receipts and disbursements in accordance with Association financial policies.
- (f) Abusing fellow members or officers in or near an Association meeting or disrupting Association meetings.
- (g) Engaging in any activities which tend to bring the Association or its subordinate bodies into disrepute or which tend to reflect upon its good name, standing and reputation.
- (h) Violation of lawful instructions or directives issued by officers or representatives of the Association.
- (i) Conducting the affairs of a Local Union or subordinate body, or permitting its officers to so conduct its affairs, as to hinder, prejudice or injure the rights or interests of members of the Association.

- (j) Such other acts and conduct which shall be considered inconsistent with the duties, obligations and responsibilities of a member, officer or subordinate body of this Association.

Section 2. Charges against Association officers and Executive Board members:

- (a) Any officer or member of the Executive Board of the Association who violates the Constitution or is negligent in the performance of his or her duties may be charged and tried when such charges are preferred by a Motion made by any Local Union and seconded by five (5) Local Unions. If, after an impartial trial by the Association Executive Board, an officer is found guilty by that body, he or she shall be appropriately disciplined, up to and including removal from office.
- (b) If the officer or Executive Board member charged, or the Local Union or Local Unions that preferred the charges, are not satisfied with the result of the trial, they may appeal the decision of the Executive Board to the State Board. The decision of the State Board shall be final and binding in relation to such charges.
- (c) If an appeal to the State Board is filed by an officer or Executive Board member who has been found guilty under this provision, and where the State Board is not otherwise scheduled to meet within a period of thirty (30) days from the date of filing of the appeal, the Executive Board shall convene a Special Meeting of the State Board to consider the appeal.
- (d) An officer or Executive Board member who, following trial, has been suspended or removed from office, shall stand suspended from office pending such time as the appellate body has issued a final ruling in the case.

Section 3. Charges against Local Union or subordinate body officers:

- (a) Any Local Union officer or officer of any subordinate body (other than an Association officer or Executive Board member) who violates the Constitution or is negligent in the performance of his or her duties may be charged and tried when such charges are preferred by a member. If, after an impartial trial by the Association Executive Board (or the Association Judicial/Ethics Committee to whom the Executive Board may delegate the matter, in its discretion), the officer is found guilty by that body, he or she shall be appropriately disciplined, up to and including removal from office.
- (b) If the officer or officers charged, or the member(s) that preferred the charge, is not satisfied with the result of the trial, they may appeal the decision of the Executive Board (or the Judicial/Ethics Committee) to the

State Board. The decision of the State Board shall be final and binding in relation to such charges.

- (c) If an appeal to the State Board is filed by an officer who has been found guilty under this provision, and where the State Board is not otherwise scheduled to meet within a period of sixty (60) days from the filing of the appeal, the Executive Board shall convene a Special Meeting of the State Board to hear the appeal.
- (d) An officer who, following trial, has been suspended or removed from office, shall stand suspended from office until such time as the appellate body has issued a final ruling in the case.

Section 4. Charges against a member (other than officers or Executive Board members covered by Sections 2 and 3):

- (a) A member who violates the Constitution may be charged and tried when such charges are preferred by another member. If, after an impartial trial by the Local Union Executive Board, a member is found guilty by that body, he or she shall be appropriately disciplined.
- (b) If the member so charged, or the member(s) that preferred the charge, is not satisfied with the result of the trial, he or she may appeal to the Association Executive Board.
- (c) If the member so charged, or the member(s) that preferred the charge is not satisfied with the result of the Executive Board decision on appeal, he or she may appeal the matter to the State Board. The appeal shall be considered by the State Board at its next regularly scheduled meeting. The determination by the State Board shall be final.

Section 5. The Association Executive Board, upon review by the Judicial/Ethics Committee, shall develop and publish rules and regulations for the conduct of trials of members and officers under this Article, consistent with provisions set forth in the Constitution and this Appendix B.

Section 6. When, in its judgment, the interests of the Association so require, the Executive Board may exercise original jurisdiction to act as a Trial Board in any pending case involving charges against any member.

Section 7. When original jurisdiction is exercised by any trial body under this Constitution, the procedure for the filing and processing of charges shall be as follows:

- (a) Charges must be filed within a reasonable time after the occurrence of the alleged violation or its occurrence became known or should have been known.
- (b) The party preferring the charges shall present them in writing, in duplicate, and file them with the Secretary of the trial body.

- (c) Such charges shall be sufficiently explicit as to reasonably inform the accused of the nature of the accusations against him or her.
- (d) The Secretary shall promptly forward a copy of the charge(s) by registered or certified mail to the party charged, together with a notice of the date, time and place of the hearing, such date not to be less than fourteen (14) days or more than sixty (60) days after the charges have been mailed. At the same time, the Secretary shall also send, by mail, notice of the date, time and place of the hearing to the party preferring the charges, and a copy to all other interested parties.
- (e) The party charged may file a written statement explaining or opposing the charges. However, failure to file such written statement shall not deny such party the right to appear at the hearing and defend.
- (f) The parties to the proceeding may appear at the hearing personally and with witnesses. Any person who can give evidence concerning the charge can be called as a witness, regardless of whether the person is a member or not.
- (g) Each party shall have the right to select a member of the Association to act as counsel in the case. The member selected as counsel shall not be a lawyer.
- (h) The Trial Board may, if it deems advisable, exclude all other witnesses from the hearing room while a witness is testifying, except the parties directly interested and their counsel.
- (i) Rules relating to the conduct of all trials shall be in accordance with policies adopted by the Executive Board.
- (j) At the conclusion of any trial, hearing or appeal, a decision shall be rendered by a majority of the members of the Trial or Appeal Board in each case.
- (k) Every decision of a trial or appellate body shall be reduced to writing and a copy thereof furnished to each directly interested party.

Section 8. Records of all proceedings below, including the charges, transcript or summary of evidence and Trial Board decision must be forwarded, duly attested by the Secretary of such trial or appellate body, to the Secretary/Treasurer of the Association who shall file same for future reference. Upon the filing of an appeal under any provision set forth in this Article, the record of the trial or appellate body must be forwarded, duly attested by the Secretary of such trial or appellate body, to the Secretary of the next appellate body.

Section 9. The Findings and Conclusions of the Trial Board of a Local Union shall be conclusive on such Local Union and shall not be subject to review by the Local Union

membership. Such Findings and Conclusions can be reviewed only as specified in this Constitution.

Section 10. Decisions and penalties imposed upon the members, officers, Local Unions or other subordinate bodies found guilty of charges, may consist of reprimands, fines or other monetary penalty, suspensions, expulsions, removal from office or position, revocations of Charters or demands to do or perform, or refrain from doing or performing, specified acts. If the penalty is by way of fine or command to pay or reimburse a sum of money, the penalty shall be held in suspense until all appeals are exhausted. If no appeal is taken, the penalty by way of fine or command to pay or reimburse a sum of money shall be effective immediately.

Section 11. Appeals:

- (a) Any directly interested party to a proceeding in which a decision has been rendered, feeling aggrieved over such decision, may take an appeal therefrom in accordance with provisions set forth in this Constitution Appendix B.
- (b) Appeals from decisions of Trial Boards of Local Unions shall be taken to the Association Executive Board. Appeals from the decisions of the Association Executive Board shall be taken to the State Board.
- (c) Every appeal must be taken within thirty (30) days from the date the decision of the lower tribunal or body is rendered. It shall be presented in writing and signed by the appellant. There shall be annexed to the appeal a copy of the decision below. A copy of the appeal should be filed with the Secretary of the body to which the appeal is taken. Failure to take an appeal within the thirty (30) day period shall be grounds for disallowing the appeal by the appellate body.
- (d) Promptly upon receipt of notice of appeal, the Secretary of the body from which the appeal was taken shall prepare all the papers and documents in the case which constitute the record and shall forward same to the Secretary of the body to which the appeal is taken.
- (e) The parties to the appeal shall have fifteen (15) days in which to file, with the Secretary of the appellate body, a written statement and written argument in support of their contentions. The appellate body may then, at its convenience, but without unnecessary delay, proceed to consider the appeal and decide it. The appellate body may consider the appeal on the record as presented; or it may permit the parties to appear and present oral argument; or it may determine the appeal by a retrial of the entire case. An appellate body may, with or without opinion, affirm or reverse the decision below, alter the penalty or remand the case for further proceedings or alteration of penalty consistent with its direction or opinion.

Section 12. Failure on the part of any interested party to appear at any trial, appeal or hearing, when an appearance is required before the tribunal or body which has the matter before it, at the time and place designated in the notice for appearance, shall constitute a waiver of appearance and defense, and the trial, appeal or hearing shall proceed in the absence of such party. No member may be found guilty, even if the member fails to appear, unless evidence proving the charge is presented to the Trial Board.

Section 13. An expelled member shall not be admitted again to membership in the Association, except upon the written permission of the Executive Board.

Section 14. Members or officers of the Association and its subordinate bodies who may have controversies relating to Association affairs, or against whom charges have been preferred or against whom disciplinary or adverse action has been taken, shall be obligated to exhaust all remedies provided for in this Constitution before resorting to any court or tribunal.

EXHIBIT B



PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

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RESOLUTION BY THE PSCOA EXECUTIVE BOARD

WHEREAS, the Executive Board has determined that, for ceremonial, procedural and substantive constitutional reasons, the creation of an "Oath of Office" for all elected Local Union officials is desirable; and

WHEREAS, in accordance with its policy-making authority as set forth in the Constitution, the Executive Board hereby adopts as a policy of the Association that all Local Union officials shall be administered an "Oath of Office" as set forth herein;

NOW, THEREFORE, the PSCOA Executive Board hereby resolves as follows:

All elected Local Union officers and Executive Board members shall, as a condition for holding Local Union office or position, take the following Oath of Office:

"I _____, hereby pledge and affirm that I shall, with honor and integrity, fulfill the duties of the position of Local Union

(Insert: President, Vice President, Secretary, Treasurer, Secretary/Treasurer or Executive Board member, as appropriate), and that I shall, throughout my tenure in this position, apply and uphold the provisions set forth in the PSCOA Constitution, the policies of the Association and the provisions contained in the Local Union Bylaws. Upon leaving office, I agree that I shall turn over to my successor in office all Union records and property that may be in my possession, and I shall not be relieved of this obligation until I have complied with this law."

2. The Oath of Office shall be administered to all Local Union officers and/or Executive Board members during the meeting when they are scheduled to take office, or at such other time and place as may be approved by the PSCOA President. The Oath of Office shall be administered to the newly elected Local Union officers and/or Executive Board members by the outgoing President if he or she is willing, by a BA, or by any member in good standing who is selected for the occasion.

UPON MOTION made by BREZLER and **SECONDED** by
KOT, this Policy is adopted as of the 29th day of
JANUARY, 2004 to be effective immediately.

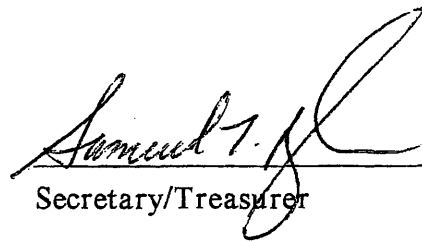

Secretary/Treasurer

EXHIBIT C



PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

101 ERFORD ROAD • SUITE 200

CAMP HILL, PA 17011-1802

(717) 975-0138 PHONE

(717) 975-0167 FAX

1-866-GOPSCOA (PA)

... *Patrolling the Toughest Blocks in the State* ...

www.pscoa.org

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Roy Pinto, Vice President
rpinto@pscoa.org

Percy Poindexter, Vice President
ppoindexter@pscoa.org

PSCOA Policy Reimbursable Expenses

- 1. Cell Phones:** The Policy of PSCOA adopted on January 29, 2004—Each Local is authorized a cell phone for the President and Vice President only. In addition, the entire cell phone bill must be submitted for reimbursement.
Change: Maximum reimbursement for cell phone service will be \$150.00 per month per Local. Local Presidents must ensure they secure plans with adequate coverage under the limit set. A copy of the entire phone bill must be submitted.
- 2. Donations to Charities:** Maximum of \$600.00 per year.
- 3. Members in Distress:** All donations to members in distress will come from the main office.
- 4. Flowers:** Reimbursement for funeral flowers for immediate family (spouse, child, mother, father, mother-in-law, father-in-law). Limit: \$50.00 per.
- 5. Meeting Expenses:**
 - A. Food
 - B. Copying
 - C. Door Prizes—PSCOA Merchandise
 - D. Hall Rental
- 6. Local Officer Expenses**
 - A. Mileage for EJAC/WJAC, State Board meetings, Executive Board meetings, and required travel will be paid by the main office.
 - B. \$25.00 toward high speed internet for the Vice President only. No other internet will be reimbursed.

7. Office Supplies: Yearly limit of \$1000.00. Extraordinary expenditures must be cleared through the main office.

8. Postage: As needed

9. Special Events: Approved by main office.

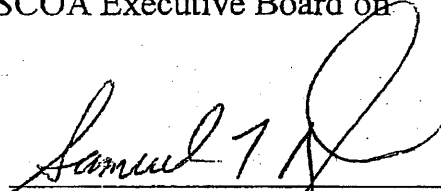
10. Public Relations: Approved by the main office.

11. Other: Copier maintenance agreement
Small game of chance license

12. Copies of the sign in sheet for all Union meetings must be included in the monthly reimbursement report.

13. Monthly Reimbursement: Must be filed on a monthly basis.

This policy is adopted by the PSCOA Executive Board on
September 16, 2004.



Samuel T. Brezler
Secretary/Treasurer