

**Amended and Restated
Bylaws of
BUILDING OPERATORS LABOR RELATIONS (BOLR)
Division of BOMA/Philadelphia
October 2010**

Building Operators Labor Relations (“BOLR”), is a division of BOMA/Philadelphia, with its own Board of Directors and Bylaws, separate from BOMA/Philadelphia. This amendment and restatement of BOLR’s Bylaws is occasioned by the creation of two Sections within BOLR, the City Section and the Suburban Section.

ARTICLE I

Name and Location; Sections

Section 1.1 These are the amended and restated Bylaws of the BOLR Division (“Division”) of Building Owners’ and Managers’ Association of Philadelphia (BOMA).

Section 1.2 The principal office of the Division is 1515 Market Street, Suite 1305, Philadelphia, PA 19102 or such other location as may be designated from time to time by the Board of Directors of the two Sections of the Division by written notice to the Members of the Division.

Section 1.3 There shall be two Sections of the Division: (i) the City Section comprised of Regular Members, Site Agreement Members and Contractors, as described in Article III, owning, managing or providing services to buildings located in the City of Philadelphia, and (ii) the Suburban Section comprised of Regular Members, Site Agreement Members and Contractors owning, managing or providing services to buildings located in the Pennsylvania Counties of Bucks, Chester, Delaware and Montgomery. Each Section shall be governed by these Bylaws and a separate Board of Directors elected by its Members and shall have its own funds and accounts.

ARTICLE II

Object and Purposes

Section 2.1 To represent Members of the Division through the appropriate Section, both individually and collectively, in dealings, as hereinafter set forth, with Service Employees’ International Union, Local 32BJ, District 36 (hereinafter called “the Union”) or its successors or any other labor organization that may hereafter represent employees of Members of the Division now represented by the Union and to foster sound labor relations between Members and workers represented by the Union in buildings in Philadelphia and its Suburbs.

Section 2.2 To represent Members of the Division through the Sections in:

- A. The negotiation of Collective Bargaining Agreements, with the Union or such other labor organizations as the Members or the Board of Directors of the appropriate Section may determine.
- B. The adjustment of grievances or disputes between Members and the Union involving labor relations, including the setting up of grievance and arbitration procedures, for such purposes.

- C. The preparation and submission of petitions, information and appeals to or from the appropriate governmental agencies involved in the stabilization of wages or salaries.
- D. The administration of pension or welfare plans, either separately or jointly, with representatives of the Union.
- E. The preparation and/or presentation of facts, information and data to conciliators, mediators or arbitrators of labor disputes or any government agency, official or representative in any field or branch of labor relations.

Section 2.3 To cooperate, in the furtherance of the interests of its Members and the business of managing and operating buildings, with individuals or organizations engaged in activities relating to labor relations, including the administration of pension and welfare funds and the establishing and administration of an Industry Promotion Fund for each Section to be used for the purposes of furthering management's interests in labor relations with the Union, and the provision of educational and informational services to its Members dealing with labor relations, the proper handling of grievance and arbitration matters, results of grievance and arbitration hearings with the Union and subjects of like nature.

Section 2.4 To carry on all lawful activities that may directly or indirectly contribute to the accomplishment of any of the above or similar purposes.

ARTICLE III Membership

Section 3.1 Membership in the Division and the Sections shall be open to the following classifications of Members:

- A. **Regular Members:** Owners or Agents of Owners of Buildings situated in the City of Philadelphia or its Suburbs that directly employ members of the Union in such buildings.
- B. **Site Agreement Members:** Owners or Agents of Owners of Buildings situated in the City of Philadelphia or its Suburbs that engage Contractors which directly employ members of the Union in such buildings under a Collective Bargaining Agreement with the Union.
- C. **Contractor Members:** Contractors operating in the City of Philadelphia or its Suburbs at least some of the employees of which are members of the Union working in buildings covered by a Section's Collective Bargaining Agreement with the Union, and which Contractors have an annual gross sales volume of not less than one million dollars (\$1,000,000), such volume threshold being subject to adjustment for membership in either Section by the Section's Board of Directors, from combined contract cleaning operations in buildings where the Union represents employees working for the Contractor.

Section 3.2 Membership in the Division shall be contingent upon the payment of dues to the Division prescribed for each Section by or under the provisions of these Bylaws and upon compliance with the provisions of these Bylaws.

Section 3.3 An application for Membership in the Division through the appropriate Section shall be in writing and shall be directed to the Secretary of the Division. Such application shall be acted upon by the Board of Directors of the Section involved, which shall determine, in its sole discretion, whether or not the applicant shall be accepted.

Section 3.4 By becoming a Member of the Division, each member authorizes the appropriate Section of the Division to represent and act on behalf of such Member in labor relations matters with the Union as follows:

- A. **Regular Members:** The appropriate Section shall represent the Regular Members in all labor relations between the Member and such of the Member's employees as are represented by the Union. This representation shall include representation, in accordance with Article XII hereof, at Grievance and Arbitration Proceedings initiated under the Collective Bargaining Agreement between that Section and the Union, negotiations with the Union for a Collective Bargaining Agreement and, with the approval of the Board of Directors of the Section involved, appropriate legal action. If legal action is instituted by the Section, it shall be in the name of the Division as part of BOMA.
- B. **Site Agreement Members:** The appropriate Section shall, with the assent of the Site Agreement Member's Contractor, which Contractor has agreed to be bound by that Section's Collective Bargaining Agreement with the Union, represent the Contractor in its dealings with the Union with respect to those of the Contractor's employees who are members of the Union and are employed at the building for which the Site Agreement Member is Owner or Agent. This representation shall include representation at Grievance and Arbitration Proceedings, initiated under the Collective Bargaining Agreement between that Section and the Union, negotiations with the Union for a Collective Bargaining Agreement and, with the approval of the Site Agreement Member, the Site Agreement Member's Contractor and the Board of Directors of the Section involved, appropriate legal action. If legal action is instituted by the Section, it shall be in the name of the Division as part of BOMA. The above representation by the Division shall only be for the Contractor employed by the Site Agreement Member and not for the Site Agreement Member. In no event shall such representation or legal action constitute recognition of the Union by the Site Agreement Member.

- C. **Contractor Member:** The appropriate Section shall represent the Contractor Member at Grievance and Arbitration Proceedings initiated under the Collective Bargaining Agreement between that Section and the Union by which the Contractor has agreed to be bound, negotiations with the Union for a Collective Bargaining Agreement and with the approval of the Contractor Member and the Board of Directors of the Section involved, appropriate legal action. If legal action is instituted by the Section, it shall be in the name of the Division as part of BOMA.

Grievance Procedure: Members who participate in the Grievance Procedure shall be appointed by the Board of Directors of the appropriate Section from the membership in that Section.

Section 3.5 A Member may withdraw or resign from the Division by presenting to the Board of Directors of the appropriate Section its statement in writing of a desire to do so, provided that all dues and assessments have been paid. However, no member may withdraw from the Division during the time that negotiations are being conducted by a Negotiating Committee of the member's Section for a new Collective Bargaining Agreement or for an amendment or supplement to an existing Collective Bargaining Agreement, unless the withdrawal or resignation is submitted at least four (4) months prior to the commencement of such period, or four (4) months prior to the expiration of the particular Collective Bargaining Agreement, as the case may be. The President of the Division shall notify all affected Members, by written notice, that negotiations will be conducted by a Negotiating Committee of the Section involved for a new Collective Bargaining Agreement or for an amendment or supplement to an existing Collective Bargaining Agreement on a specified date six (6) months subsequent to the date of such notice, or that a particular Collective Bargaining Agreement will expire six (6) months subsequent to the date of such notice.

Section 3.6 The Board of Directors of the Section involved, by a two-thirds vote of the Members of the Board present at any regular or special meeting, may expel (i) any Member whose dues are in arrears, or (ii) any Member for non-compliance with the provisions of the Bylaws of the Division, or (iii) any Member for any conduct or practice detrimental to the Division or Section, which shall include, but not be limited to, patent violations of the Collective Bargaining Agreement, conduct detrimental to the reputation of the Division or Section or to any Member, etc.; provided that the Board may take action under clauses (ii) and (iii) of this Section 3.6 only after charges have been brought in writing and the Member charged with the violations has been given notice of those charges and has been provided ample opportunity to respond to the charges.

Section 3.7 The duties and obligations of the individual Members shall consist of, but not be limited to, the following:

- A. **Regular Members:** Upon acceptance of Membership, the Regular Member appoints the appropriate Section of the Division as its exclusive bargaining agent with respect to labor relations in dealing with such of its employees who are members of the Union, pursuant to Section 3.4.A. above, and with any labor organizations representing or seeking or claiming to represent such employees, except to the extent that this obligation of the individual Regular Member is suspended or modified by a resolution of the Board of Directors of the appropriate Section as proposed in these Bylaws.
- B. **Site Agreement Members:** Upon acceptance of Membership, the Site Agreement Member shall make any necessary arrangement to enable the appropriate Section of the Division to represent the Site Agreement Member's Contractor as its bargaining agent with respect to the labor relations in dealing with such of the Contractor's employees who are represented by the Union at the location where the Contractor is employed by the Site Agreement Member, as contemplated pursuant to Section 3.4.B. above.
- C. **Contractor Members:** Upon acceptance of Membership, the Contractor Member appoints the appropriate Section of the Division as its bargaining agent with respect to labor relations in dealing with such of its employees who are members of the Union, as contemplated pursuant to Section 3.4.C above.

Subject to the distinctions between the different classes of Members set forth in this Sections 3.7, each individual Member hereby authorizes the appropriate Section of the Division to:

- i. Negotiate, conclude and execute Collective Bargaining Agreements with the Union in the name of the appropriate Section of the Division on behalf of, and binding upon, the affected individual Members except, in the case of the Site Agreement, said Collective Bargaining Agreements shall be binding on the Site Agreement Member's Contractor and not upon the Site Agreement Member.
- ii. Negotiate, conclude and execute trust agreements and procure insurance polices or other documents incidental to or arising out of such trust agreements and relating to labor relations.
- iii. Administer such Collective Bargaining Agreements, trust agreements and insurance polices and other documents and make settlements, agreements and decisions interpreting and applying any such Collective Bargaining Agreements, trust agreements, insurance policies and other documents relating to labor relations.

- iv. Institute, maintain or defend actions or proceedings in courts and before governmental boards, administrative tribunals, agencies or impartial arbitrators in connection with or arising out of any of the foregoing rights, powers or duties, provided that each individual Member in whose behalf the appropriate Section of the Division institutes, maintains or defends such actions and proceedings, hereby agrees to indemnify the Division for any damages awarded against the Division in such proceedings. The costs, including attorney's fees, in such matters shall be borne by the individual Member or Members involved unless the total award or decision is rendered in favor of the Division.

Each individual Member agrees that it will not execute a Collective Bargaining Agreement with the Union that contains provisions that are in any way different than the Collective Bargaining Agreement executed between the appropriate Section of the Division and the Union for a BOLR building.

Each individual Member agrees that it will not do, indirectly, by or through some other person or firm or in some other name or firm, what it has agreed not to do directly and in its own name pursuant to these Bylaws.

The Bylaws of the Division and the agreement of each individual Member to be bound by said Bylaws and to carry out and perform all acts, duties and obligations of the individual Members of the Division, either as set forth in the Bylaws or as may be ordered or directed by the Board of Directors of the appropriate Section or any other officer or committee duly authorized by such Board of Directors, shall apply to, cover and bind not only each individual Member, but also its successors, transferees, assigns, joint ventures and contractors with respect to all work performed for or at the request of, or by any arrangement with, such individual Member, or in which said individual Member participates or is interested directly or indirectly.

Each individual Member undertakes, guarantees, promises and agrees that its successors, transferees, assigns, joint ventures, contractors and all other persons performing work at the request of, or by any arrangement with, such individual Member, or in which such individual Member participates or is interested, directly or indirectly, will comply with, carry out, and perform all acts, duties and obligations of a Member of the appropriate Section of the Division either as set forth in the Bylaws or as may be ordered or directed by the Board of Directors of the appropriate Section or by any officer or committee duly authorized by that Board of Directors.

The foregoing shall not apply to any bona fide sale by an individual Member where the seller ceases to have any further interest in the business sold and does not participate directly or indirectly in the operation or conduct of such business.

Each individual Member agrees not to deal with, negotiate with, bargain with or enter into any contract, understanding or Collective Bargaining Agreement with the Union, individually or in concert with any other employer of a BOLR building.

Each individual Member makes all of the above promises, undertakings and agreements in consideration of, and in reliance upon, similar and reciprocal promises, undertakings and agreements of each and every other individual Member of the Division.

The promises and undertakings herein contained and set forth are a contract and agreement by each individual Member not only in favor of the Division, but also expressly for the benefit of, and in favor of, every other individual Member of the Division. Each Member acknowledges that if any individual Member violates or fails or refuses to perform, obey or carry out any of the above promises, undertakings and agreements, the entire basic purpose and object of the Division and its Membership, namely, united and concerted action by all individual Members, will be destroyed or seriously and irreparably damaged by such violation or failure or refusal to perform, or failure to obey or carry out any of the above promises and agreements.

Each individual Member hereby assigns and transfers to the Division, for the purpose of receiving and collecting the same, all rights, claims and damages sustained by such individual Member, by reason of or arising from any violation or refusal by any other individual Member to perform, obey, or carry out any of the above promises, undertakings, and agreements; and each individual Member further agrees that all other individual Members may and shall likewise assign their claims for such damages and hereby authorizes the Division to recover and collect said damages on behalf of all of its individual Members, and to pay and distribute the same to such individual Members in proportion to the damages sustained by them, after first deducting all proper costs and expenses.

Section 3.8 Upon the expulsion or withdrawal of a Member, the Secretary shall advise the Union that the Division no longer represents that Member in labor relations matters, but the expulsion or withdrawal of such Member shall not affect the Collective Bargaining Agreement between the appropriate Section of the Division and the Union or between the Member and the Union

ARTICLE IV Arbitration

Section 4.1 Each individual Member hereby agrees that all questions, disputes and controversies, including, but not limited to, claims against such individual Member for damages arising out of violation or claimed violation by such individual Member of any of the above promises, undertakings and agreements, shall be referred to, submitted to, and decided by an arbitrator who shall be selected in accordance with the rules and regulations established by the American Arbitration Association for commercial arbitration.

Section 4.2 The arbitrator shall have the authority, jurisdiction and power to determine whether any violation or failure to perform any of the above promises, undertakings, and agreements by an individual Member has occurred. In the event of the finding by the arbitrator of any violation or failure to perform any of the above promises, undertakings, and agreements by any individual Member of the Division, the arbitrator shall have the authority, jurisdiction and power to fix, assess and determine damages arising or resulting from any violations or failure to perform any of the above promises, undertakings, and agreements by any individual Member and to render a

decision and award in the amount of such damages in favor of the Division against such individual Member, together with such other directory, mandatory or restraining order or award as the arbitrator shall consider appropriate.

Section 4.3 The arbitrator shall have the authority to determine and decide the amount of costs and expenses of said arbitrator proceeding, and of each party hereto, and to determine and decide the amount or proportion, if any, of said costs and expenses to be paid by each party, and shall include the same in a supplemental award.

Section 4.4 Such arbitration proceedings may be instituted and conducted against two or more individual Members in the same arbitration proceeding, but no individual Member shall be liable for any damages or any costs or conduct of any other individual Member unless the arbitrator shall find and determine that such individual Members acted jointly and in concert, in which case they shall be jointly and severally liable for all such damages as the arbitrator shall award.

Arbitration proceedings shall be instituted and commenced by a written notice by the Division to the individual Member setting forth the matter, dispute or claim to be arbitrated together with written notice to the American Arbitration Association. Upon the selection of an arbitrator in accordance with the rules and regulations of the American Arbitration Association the arbitrator shall, within seven (7) days following his selection, notify the Board of Directors of the appropriate Section of the Division and the individual Member, in writing, as to the time and place of said arbitration hearing. In the event that the arbitrator determines that an emergency exists by reason of any violation of any Member of such promises, undertakings or agreements, the arbitrator may direct that hearings be held upon two (2) days written notice.

Any arbitration provided for herein pursuant to such notice may proceed to hearing, award and decision despite the absence, failure or refusal of any individual Member to appear or participate in the arbitration proceeding and shall be conducted as expeditiously as possible consistent with due process. To this end, the manner in which the arbitration shall be conducted shall be determined by the arbitrator, who shall fix and establish rules and regulations for the conduct of the parties and the presentation of their respective cases consistent with the rules and regulations of the American Arbitration Association for commercial arbitration. Such determination and actions by the arbitrator shall be final and binding on all parties.

Section 4.5 Each individual Member specifically promises and agrees to obey, perform and comply with any arbitration decision or award rendered in and pursuant to the terms and provisions herein within the time specified in any such decision and award and agrees to pay to the Division any damages found, fixed, assessed or awarded by the arbitrator. The decision of the arbitrator shall be final and binding.

ARTICLE V
Injunctions

Section 5.1 Because great and irreparable damage to the Division and its Members will result from the violation by any individual Member, or from the failure or refusal of any individual Member to perform, obey or carry out any of the duties, obligations, agreements or undertakings of the individual Members of the Division, each individual Member agrees that the Division may, by action in the Court of Common Pleas of Philadelphia County, or any other local court of comparable jurisdiction, apply for and secure an injunction or restraining order enjoining or restraining any such violation by such individual Member, or may apply for and secure a mandatory injunction or decree specifically enforcing and compelling the performance of duties, obligations, agreements and undertakings of such individual Member.

Any individual Member against whom any such injunction is issued agrees to pay all costs and expenses of the Division in such proceedings, including the legal fees. Such proceedings in court shall be in addition to, and in aid of, and shall supplement, but not displace or supersede, the arbitration proceedings herein provided for the assessment and payment of damages for any violation of any individual Member.

ARTICLE VI
Dues

Section 6.1 The annual dues payable by the Members of the City Section of the Division shall be as follows:

A. Regular Members and Site Agreement Members:

Annual dues based on the gross square footage of the Building of which the Member is Owner or Agent according to the following schedule:

Up to 99,000 square feet	\$445	400,000 to 599,999 sq. ft.	\$1,270
100,000 to 149,999 sq. ft.	\$540	600,000 to 799,999 sq. ft.	\$1,520
150,000 to 199,999 sq. ft.	\$760	800,000 to 999,999 sq. ft.	\$2,030
200,000 to 399,999 sq. ft.	\$1,010	1 million sq. ft. and over	\$2,535

B. Contractor Members: \$3,300 per year.

Section 6.2 The annual dues payable by the Members of the Suburban Section of the Division shall be as follows:

A. Regular Members and Site Agreement Members:

Annual dues based on the gross square footage of the Building or complex of buildings of which the Member is Owner or Agent according to the following schedule:

Up to 99,000 square feet	\$350	400,000 to 599,999 sq. ft.	\$1,000
100,000 to 149,999 sq. ft.	\$425	600,000 to 799,999 sq. ft.	\$1,200
150,000 to 199,999 sq. ft.	\$600	800,000 to 999,999 sq. ft.	\$1,600
200,000 to 399,999 sq. ft.	\$800	1 million sq. ft. and over	\$2,000

B. Contractor Members: \$1,000 per year.

Section 6.3 The Board of Directors of each Section shall have the power to increase or decrease the dues payable by the Members of its Section with the approval of Members having at least a majority of total voting power in the Section.

Section 6.4 Any Member whose dues are more than thirty (30) days overdue shall be notified in writing by the Secretary, Executive Secretary, or President of the Division. Should said dues not be paid within fifteen (15) calendar days of such notification, such Member shall automatically be deemed to be suspended during such time as said dues shall remain in arrears, and such Member shall be notified by the Secretary or Executive Secretary to that effect. A Member who is suspended because of non-payment of dues shall not be entitled to receive any services from or representation by the Division or the appropriate Section during the period of the suspension: provided, however, such suspended Member may use the Grievance Procedure upon payment of a fee determined by the Board of Directors of the appropriate Section. The suspension of a Member shall not affect the existing Collective Bargaining Agreement with the Union.

Section 6.5 Any Member whose dues are more than forty-five (45) calendar days overdue may be expelled from the Division by two-thirds vote of the Directors present at any meeting of the Board of Directors of the appropriate Section. Said Member which has been duly expelled shall be so notified in writing by the Secretary or Executive Secretary of the Division.

Section 6.6 The Division may institute suit against any Member or expelled Member for the collection of the dues of any such Member which are in arrears.

Section 6.7 The Board of Directors of each Section shall have the right, from time to time, to impose assessments on its Members on a pro rata basis to cover the costs of negotiations with the Union if such assessments are required, as well as the right to use any existing Funds of the Section and its Industry Promotional Fund for this purpose or for the purpose of advancing Management's position in dealing with the Union.

Section 6.8 Annual dues shall be payable by existing Members in advance on or before January 1st of each year and within thirty (30) days after a new Member's application for membership is approved by the appropriate Board of Directors.

ARTICLE VII
Boards of Directors

Section 7.1 The Board of Directors of each Section shall consist of an uneven number, as follows:

- A. City Section – there shall be not less than eleven (11), nor more than fifteen (15), Directors, one of whom shall be the President of the Division.
 - i. At least ten (10) Directors shall be either Regular Members or Site Agreement Members in any combination.
 - ii. A maximum of five (5) Directors may be Contractor Members. In the event that no Contractor Members are elected to the Board, the President of the Division shall appoint one (1) Contractor Member to the Board as the last member of the Board within the number determined in accordance with this Section 7.1.

- B. Suburban Section – there shall be not less than seven (7), nor more than thirteen (13), Directors, one of whom shall be the President of the Division.
 - i. At least six (6) Directors shall be Contractor Members.
 - ii. A maximum of seven (7) Directors may be Regular Members or Site Agreement Members. In the event that no Regular Members or Site Agreement Members are elected to the Board, the President of the Division shall appoint one (1) Regular Members or Site Agreement Member to the Board as the last member of the Board within the number determined in accordance with this Section 7.1.

Each Section’s Directors shall be elected for a term of two (2) years by the Members of that Section in the manner hereinafter set forth. A Director shall continue to hold office until his or her successor is elected and qualified.

The President of the Division, or his/her designee, shall be the Chair of each Section’s Board.

Section 7.2 The Directors of each Section shall manage the business of that Section, including the right to use the funds of the Section and the Section’s Industry Promotion Fund for corporate purposes, including negotiation expenses, educational seminars and presentations, attorney’s fees, etc.

Section 7.3 In the case of any vacancy in a Section’s Board of Directors through death, resignation or other cause, the remaining such Directors, by an affirmative vote of a majority of the entire Board of Directors of the Section, shall elect a successor to hold office for the unexpired term of the departed Director.

Section 7.4 The Board of Directors of each Section may hold regular, special or adjourned meetings at such times and places as they shall determine. The annual meeting of each Section's Board of Directors shall be held immediately after the annual meeting of the Section's Members or as soon thereafter as possible.

Section 7.5 Special meetings of a Section's Board of Directors may be called at any time by the President, or in his or her absence or disability, by the Vice President. The President, or in his absence the Secretary, shall call a special meeting of the Section's Board of Directors when requested in writing by five (5) members of such Board who shall set forth in their written request the purpose of such meeting.

The Secretary shall give notice of the time and place of holding each special meeting by mailing such notice at least five (5) days before the meeting.

Section 7.6 A majority of the Directors of the Section in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 7.7 The President may from time to time appoint an Ad Hoc Committee comprised of a Section's Directors or other Member representatives for special purposes as he or she shall determine. The President shall report periodically to the Section's Board of Directors regarding the activities of such committees.

Section 7.8 The Sections' Boards of Directors may jointly appoint an attorney or firm of attorneys to act as General Counsel and to assist the Sections in negotiating Collective Bargaining Agreements and in other labor relations matters.

ARTICLE VIII Executive Officers

Section 8.1 The executive officers of the Division shall be a President, a Vice President, Secretary and Treasurer. The Vice President may also be Treasurer. The officers of the Division shall also be Directors of one or both Sections, except that the President, or his or her designee, shall be a member and Chair of each Section's Board of Directors. The Board of Directors of the two Sections shall elect the officers of the Division every two (2) years at a joint annual meeting of both Sections' Directors. All officers shall continue to hold their offices until their successors are duly elected and qualified.

Section 8.2 The President shall be the chief executive officer and the official spokesman for the Division. He shall perform all the duties usually incident of the office of President.

Section 8.3 The Vice President shall have all the powers and duties of the President in such instances as the President shall not be in position to serve.

Section 8.4 The Secretary shall be responsible for the records of the Division and shall keep all minutes of the meetings of each Section's Board of Directors, and the meetings of the Members of the Division.

Section 8.5 The Treasurer shall be responsible for the funds of the Division and each Section and shall perform all such duties as are incident to the office of Treasurer. The Treasurer shall keep a regular set of books and enter hereon all moneys received or disbursed as well as matters relating to the financial transactions of the Division and each Section.

Section 8.6 Subject to the direction of the President, the Executive Secretary, if appointed, shall be in charge of the day-to-day functions of the Division and each Section.

Section 8.7 No executive officer other than the Executive Secretary shall receive a salary or other compensation without prior approval of a majority of the Members of the Division. The amounts, and time of payments, of the salary for the Executive Secretary, if any, shall be fixed by the Sections' Boards of Directors.

Section 8.8 Any executive officer may be removed for cause by a two-thirds vote of each Section's Board of Directors at a meeting called for such purpose. Due notice of such proposed action shall be given to all Members and the Boards of Directors and to the person accused not less than ten (10) days prior to such meeting and opportunity shall be given the officer to be heard.

ARTICLE IX

Meetings of Members

Section 9.1 The annual meeting of the Members of each Section for the election of Directors and for such Section and Division business as may lawfully be transacted shall be held in the offices of the Division, or at such other location as the President shall designate, at such date and time during the first calendar quarter each year. The Secretary shall cause written notice of the time and place of holding each annual meeting to be mailed at least twenty (20) calendar days prior to the meeting to each Member at such address as appears on the records of the Division.

Section 9.2 Special meetings of the Members of a Section may be called by the President in his or her discretion or by the President or the Secretary upon the request in writing of at least five (5) members of a Section's Board of Directors, or at the request in writing of at least ten (10) Members in good standing of the Section. Such request shall state the purpose or purposes of the proposed meeting. The President shall fix the time and place for the meeting. The Secretary shall cause written notice of the time and place of the holding each special meeting, indicating briefly the purpose thereof, to be mailed at least ten (10) days before such meeting to each Member at such address as appears on the records of the Division.

Section 9.3 Except as otherwise provided in these Bylaws, Members having a majority of the total voting power, present in person or represented by proxy, shall constitute a quorum of the Members for all purposes at any regular or special meeting of the Members of the Division or a Section.

Section 9.4 Each Member in good standing shall be entitled to one vote for each \$100 unit of dues paid during the current year. Any balance of less than \$100 remaining shall not entitle a Member to an additional vote. Whenever in these Bylaws a vote of the Members is required or approval by a majority vote is required for the adoption of any proposal, such provision shall be fulfilled if Members having a majority of the total voting power in the Division or a Section, as appropriate, shall cast their votes in favor of the proposal in person or by proxy or facsimile transmission if the Directors determine that votes on the proposal may be received by such means.

In all elections for Section Directors, every Member entitled to vote shall have the right to cast its votes among any number of candidates or for one candidate only. Also, in the case of the election of Directors, a Member may cast its vote or votes in person, by proxy, by mail or by electronic transmission in the manner hereinafter provided by these Bylaws.

ARTICLE X

Elections

Section 10.1 It shall be the duty of the President at least forty-five (45) days before the annual meeting of each Section's Members coincident with the expiration of the Directors' two (2) year terms, to appoint a Nominating Committee of three (3) Members of the Section. With respect to the City Section, one of the members of the Nominating Committee shall be a Regular Member, one shall be a Site Agreement Member and one shall be a Contractor Member. With respect to the Suburban Section, the President shall make an effort to include at least one (1) Regular Member or Site Agreement Member on the Nominating Committee. The President shall also notify all Members of each Section that a Nominating Committee is being appointed and that any five (5) Members in good standing of a particular Section may nominate in writing an additional candidate or candidates for the office of Director of that Section. The Nominating Committee for the particular Section shall name candidates for election to that Section's Board of Directors equal to such number as that Section's Board of Directors may otherwise have fixed. The Chairman of the Nominating Committee, who shall be selected by the Committee itself, shall report to the President and the Secretary not less than thirty (30) days before the annual meeting of the Members of the Section the names of such candidates.

Section 10.2 In the notice of the annual meeting, the Secretary shall set forth the names of the Members comprising the Section's Nominating Committee, together with the names of the candidates selected by such Committee.

Section 10.3 Any five (5) Members in good standing of a Section may nominate in writing an additional candidate or candidates for the office of Director of that Section, presenting such nomination to the Secretary at least thirty (30) days before the annual meeting.

Section 10.4 At least ten (10) days before the annual meeting, the Secretary shall mail to all Members in good standing ballots containing the names of all persons nominated as candidates for election to the Board of Directors for their Section.

Section 10.5 Ballots sent to the Members shall prescribe that the ballots shall be marked and returned to the Secretary of the Division within seven (7) days after the date thereof, which shall be the date of original mailing. Such ballots shall be counted in accordance with the instructions marked thereon and the results announced at the annual meeting.

Section 10.6 At the annual meeting of a Section, the President may, and upon demand of any Member in good standing at the meeting shall, name one or three Judges of Election. The Secretary shall turn over to the Judge of Election all ballots mailed by that Section's Members in good standing. The Secretary shall notify each Section Member by mail of the results of the election.

ARTICLE XI

Negotiating Committee

Section 11.1 The Board of Directors for each Section shall appoint a Negotiating Committee from the membership of that Section for the negotiation of the Collective Bargaining Agreement with the Union. The President shall serve as Chairman of all Negotiating Committees.

Section 11.2 The Negotiating Committee, acting on behalf of the Section and all of its Members, shall meet and confer with representatives of the Union in connection with all matters pertinent to a Collective Bargaining Agreement.

Section 11.3 No Section Member may enter into a Collective Bargaining Agreement with the Union during the time negotiations are being conducted by the Negotiating Committee of the Member's Section for a new Collective Bargaining Agreement or for an amendment or supplement to an existing Collective Bargaining Agreement to which the Member is subject, unless the Member has timely withdrawn from the Division in accordance with Article III, Section 5 hereof.

Section 11.4 The Negotiating Committee shall be required to have any final settlement it makes with the Union approved by two-thirds (2/3) of the entire Board of Directors of the Section involved.

Upon such approval by the Section's Board of Directors, the Collective Bargaining Agreement as so finally settled, shall be binding upon each and every Member of the Division.

Section 11.5 A meeting of the Section Board of Directors called for the purpose of the approval referred to in Section 11.4 may be called by the Section Negotiating Committee, without the notice requirements of Section 7.5 hereof, since it is recognized that such meetings may have to take place upon emergency circumstances and as soon as the Section Board can be convened for that purpose. Accordingly, such meetings of the Section Board shall be called upon such notice and at such time and place as the Section Negotiating Committee shall determine in its discretion.

ARTICLE XII
Arbitration Pursuant to a Collective Bargaining Agreement

Section 12.1 Each individual member hereby agrees that it is necessary to maintain consistent and uniform interpretations of any Collective Bargaining Agreement entered into by either Section on behalf of its Members. In order to achieve this result each individual Member that is a party to arbitration proceedings with the Union shall notify the Executive Secretary of the Division, or, if none, the President of any grievance referred to arbitration under such Collective Bargaining Agreement. The Section Directors may elect to have the Section offer representation to the Member through the Division's labor attorney, at the Section's expense, or, if the Member wishes to have its own counsel, to have the Division's labor attorney intervene in the arbitration, at the Section's expense, to represent the Section's interests.

Section 12.2 In the event a grievance arbitration hearing takes place between the agent or subcontractor of any individual Member, pursuant to a Collective Bargaining Agreement as set forth in Section 12.1 above, the individual Member agrees to notify the Executive Secretary of the Division, or, if none, the President, of such arbitration under such Collective Bargaining Agreement. The appropriate Section's Board of Directors may elect to have the Section intervene in such proceeding through the Division's labor attorney at the Section's cost. An agent or subcontractor or a Member may retain its own attorney, at its own expense, as co-counsel to attend any such arbitration hearing.

Section 12.3 In those cases where the Section Board of Directors determines that the matter in arbitration between the Member and the Union is of serious and far-reaching import to all of the Members of the Section, the Section Board in its discretion may elect to have the Section represent the Member and to pay all legal fees and costs in connection with the arbitration, in which case the Member agrees to be represented exclusively in such proceeding by the Division's labor attorney.

ARTICLE XIII
Fiscal Year

Section 13.1 The fiscal year of the Division shall be the same as the fiscal year of BOMA, namely January 1 through December 31.

ARTICLE XIV
Liquidation

Section 14.1 The Division or any Section thereof may be voluntarily dissolved by an affirmative vote of its Members having seventy-five (75%) of the total voting power, at a special meeting called for that purpose. In the event of such dissolution, the assets of the Section(s) involved shall be distributed among the Members of the Section at the time of dissolution, each Member to receive the proportion of the assets equal to the proportion of the votes to which the Member is entitled as compared to the total number of votes of all the Section's Members.

ARTICLE XV
Amendments

Section 15.1 These Bylaws may be amended at any regular or special meeting of the Division; provided that notice of such amendment has been put in writing and mailed to the Members at least ten (10) days before such meeting, and that such amendments are adopted by a two-thirds vote of the Members present or voting by proxy, or, if authorized by the Board of Directors of both Sections, by mail or facsimile transmission. Alternatively, these Bylaws may be amended by action of the Boards of Directors of both Sections, upon a two-thirds vote of each Board adopting such amendments at any regular or special meeting of each Board.

ARTICLE XVI
Trustees of Jointly Administered Funds

Section 16.1 An equal number of Trustees appointed by the Division and the Union, respectively, jointly administers a pension fund, health and welfare fund and legal services fund (the "Funds") for the benefit of employees represented by the Union. Members of the Division may be required to make contributions to one or more of the Funds pursuant to a Collective Bargaining Agreement with the Union. This Article of the bylaws is intended to set forth procedures for the appointment and removal of the Division Trustees and compensation of Division Trustees.

Section 16.2 All Division Trustees shall be elected by a majority of the Board of Directors of the City Section and shall serve for a period of six (6) years.

Section 16.3 A Trustee elected by the City Section Board of Directors shall be a current or former long term employee of a Member of the Division and shall, at the time of his or her initial election as a Trustee, be a Director of the Division or a Section. At least one (1) Trustee of the Pension and Health and Welfare Funds shall at all times be the President of the Division. If a Fund requires more than two (2) Division Trustees, a majority of the Division Trustees shall be an owner or agent of owner. If a Fund requires two (2) Trustees, at least one (1) of the Trustees shall be an owner or agent or owner.

Section 16.4

- A. A Division Trustee may resign at any time by giving at least sixty (60) days notice to the Board of Directors.
- B. If a Trustee ceases to be employed by a member, such Trustee shall give written notice to the Board of Directors of the "effective date" of ceasing employment. Within three (3) months after receiving such notice, City Section Board of Directors shall elect a successor Trustee; provided, however, such Board of Directors shall have the option to extend such Trustee's term beyond the effective date in increments of three (3) months up to a maximum of twelve (12) months from the effective date, or such Board of Directors may elect such Trustee to continue in that capacity for the duration of his or her term.

- C. A Trustee may be removed at any time for good cause by a majority of the City Section Board of Directors.
- D. A Division Trustee may be compensated by the Funds for serving as Trustee and reimbursed for expenses, except as otherwise prohibited by the Employee Retirement Income Security Act of 1974 (ERISA). Such compensation shall be determined by the Division Trustees and Union Trustees of the Funds. Alternatively, the City Section Board of Trustees may elect to provide a Division Trustee with reasonable compensation for his or her service in that capacity.
- E. The President shall take whatever action is reasonably necessary to educate and train new Division Trustees of the Funds.

ARTICLE XVII
Plan and Agreement of Merger

Section 17.1 These Bylaws are subject to the provisions of the Plan and Agreement of Merger between Building Operators' Labor Relations and Building Owners' and Manager's Association of Philadelphia dated December 1, 1996 which became effective January 27, 1997.