

# FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS UNION, LOCAL No. 856

## BYLAWS



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## **ARTICLE 1 – NAME**

This organization shall be known as the Freight Checkers, Clerical Employees and Helpers Union, Local Number 856, and is affiliated with the International Brotherhood of Teamsters.

## **ARTICLE 2 – PRINCIPAL OFFICE: LOCATION OF BOOKS AND RECORDS**

- A. The principal office of this organization shall be located in the San Francisco Bay Area, State of California. The organization may have such other offices within the State of California as the Executive Board may require from time to time.
- B. All books, records, and financial documents shall be kept at the office or offices of the Local Union.

## **ARTICLE 3 – OBJECTIVES**

- A. The objectives of this Local Union shall be:
  - 1. To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, sex, physical or mental disability, or sexual orientation, gender identity or any other legally protected group or class;
  - 2. To engage in organizing workers to provide the benefit of unionism to all workers and to protect and preserve the benefits obtained for members of this organization;
  - 3. To secure improved wages, hours, working conditions, and other economic advantages through organization, negotiation and collective bargaining, through advancement of our standing in the community and in the labor movement through legal and economic means, and other lawful methods;
  - 4. To provide educational advancement and training for employees, members, and officers;
  - 5. To safeguard, advance, and promote the principle of free collective bargaining, the rights of the workers, farmers, and consumers, and the security and welfare of all people by political, educational, and other community activity;

6. To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social and other activities which further the interests of this organization and its membership, directly or indirectly;
  7. To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization;
  8. To engage in community activities which will advance the interests of this organization and its members in the community and in the nation, directly or indirectly;
  9. To protect and preserve the Union as an institution and to perform its legal and contractual obligations;
  10. To carry out the objectives of the International Union as an affiliate thereof, and its duties as such an affiliate; and,
  11. To receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and achieve the objectives set forth in the Bylaws and the International Constitution, and for such additional purposes and objectives not inconsistent therewith, as will further the interests of this organization and its members, directly or indirectly.
- B. It is recognized that the problems with which this labor organization is accustomed to deal are not limited to unionism or to organization and collective bargaining alone but encompass a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time; we, therefore, determine and assert that the participation of this labor organization, individually and with other labor organizations, in the pursuit and attainment of the objectives set forth herein, are for the benefit of the organization and its members.

## **ARTICLE 4 – MEMBERSHIP**

- A. Eligibility for membership in this Local Union shall be as set forth in the International Constitution, and applicants for membership shall comply with and be subject to the requirements imposed by these Bylaws and the International Constitution.
- B. All members of this Union shall be *bona fide* workers of the craft, or officers and employees of the Local Union.

- C. No person who actively advocated the overthrow of a federal, state or provincial government by force or violence, or is a member of any party and knows of and actively advocates its purpose to overthrow a federal, state or provincial government by force or violence, shall be allowed to hold membership in the International Union or any of its subordinate bodies. If any such person obtains Union membership, or after having been admitted to Union membership advocates the overthrow of a federal, state or provincial government by force or violence, (s)he shall be expelled from membership upon the filing of charges and the conduct of a trial in accordance with the applicable charges and the procedures set forth in Article XIX of the International Constitution.
- D. Applications for membership shall be acted upon under such rules as are prescribed by the Union.
- E. After being initiated, the member shall become entitled to all rights and privileges of membership, except as may be otherwise provided in these Bylaws, and all such rights and privileges shall cease immediately upon being dropped from membership for any cause.
- F. Any person desiring to become a member of this Union shall fill out an application blank, and shall be vouched for by a member in good standing, and shall deposit the initiation fee prescribed with the Secretary-Treasurer or Business Representative.
- G. Any applicant who has been rejected shall have his/her money returned.

## **ARTICLE 5 – OFFICERS AND FUNDS**

- A. The Officers, Executive Board, and Delegates of this Local Union, and their eligibility to serve as such, shall be as prescribed in the International Constitution and in these Bylaws.
- B. The Executive Board of this Local Union shall be comprised of the following officers: President, Vice President, Secretary-Treasurer, Recording Secretary, and three (3) Trustees, each of whom shall be elected for a term of three (3) years. The Executive Board shall have the power to transact all necessary business of the Union.
- C. There shall be a Warden, who shall be appointed by the President.
- D. The Secretary-Treasurer shall be the only full-time officer of the Union.
- E. The term of office of all officers shall commence on the first of January in the

year following the election.

## **ARTICLE 6 – PRESIDENT'S DUTIES**

- A. It shall be the duty of the President to preside at membership meetings of this Local Union and to preserve order therein. (S)He shall appoint all committees and shall also have the right to serve on all committees by virtue of his/her office, and in general shall perform all duties incident to the office of President, and such other duties as may be assigned by the Local Union Executive Board, Principal Executive Officer, or membership from time to time.
- B. The President shall decide all questions of order, subject to an appeal to the membership, if a valid objection has been taken by an interested member, which appeal shall be determined by a majority vote of the members present and voting.
- C. (S)He shall serve as alternate signatory in place of the Recording Secretary on all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts subject to the other provisions on signing checks provided in the International Constitution and these Bylaws, and perform such other duties as the International Constitution, these Bylaws, or law may require.

## **ARTICLE 7 – DUTIES OF THE VICE PRESIDENT**

It shall be the duty of the Vice President to preside at Local Union membership meetings in the absence of the President. (S)He shall perform such other duties and render such assistance as may be directed by the Executive Board.

## **ARTICLE 8 – DUTIES OF THE SECRETARY-TREASURER**

- A. The Secretary-Treasurer shall be the principal executive officer of this organization. The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution, by these Bylaws, and in general perform all duties incident to the office and such other duties as from time to time may be assigned to him/her by the Executive Board or the members by resolution. (S)He shall, in general, supervise, conduct and control all of the business and affairs of the Local Union, its officers and employees. (S)He shall have charge and supervision of all the officers and employees of the Local Union including appointive Business Agents. (S)He shall have the power to appoint, suspend, or discharge all appointive organizers, appointive Business Agents, and employees. The Secretary-Treasurer shall also have charge of all labor controversies involving the Local Union. (S)He shall see that notices and reports shall be given in accordance with the provisions of the International Constitution and these

Bylaws or as required by law. (S)He shall make at least a quarterly report to the membership giving the financial standing including the assets and liabilities of the Local, and shall keep itemized records showing the source of all monies received and spent, and shall keep records, vouchers, worksheets, books and accounts and all resolutions to verify such report.

- B. The Secretary-Treasurer upon request of any member(s) shall make available to the member(s) a copy of the last annual report. (S)He shall also make available for inspection by any member(s) at the Local Union's principal office during regular business hours any prior annual report or any other document which is subject to such inspection, provided, however, if copying is desired by any member the matter shall be submitted to the membership at the next scheduled meeting. Membership lists may not be copied. Upon the written request of any member setting forth good cause for examination of any books, records, or accounts necessary to verify any report filed in compliance with any statutory requirements, (s)he shall make arrangements to have such records available for inspection during the regular business hours at the principal office of the Local Union. In the event the Secretary-Treasurer believes that just cause does not exist for the request made, (s)he shall so inform the member(s) in writing. Refusal of the Secretary-Treasurer to permit examination of such records shall be appealable to the Local Executive Board and such appeal shall be heard forthwith.
- C. The Secretary-Treasurer shall have custody of the Local Union seal and the records of the proceedings of all meetings of the Local Union and the Executive Board, as prepared by the Recording Secretary or such person as is authorized to take such proceedings, shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon request of any person in writing or made in person to the Secretary-Treasurer during regular hours at the principal office of the Local Union (s) he shall provide a copy of the collective bargaining agreement made by the Local Union with the employer of such employer of such person, if the person making such request establishes that (s)he is an employee directly affected by such an agreement. The Secretary-Treasurer shall also maintain at the principal office of the Local Union, copies of agreements made as received by the organization where another labor organization subordinate to the IBT has negotiated such a contract, and the employees represented by this Local Union are directly affected by such agreement, which agreements shall be available for inspection by any member or by any employee who establishes that his/her rights are affected by such agreement, during the regular hours maintained at the principal office of the Local Union.
- D. The Secretary-Treasurer shall receive and keep a correct account of all monies paid to and paid out by the Local Union, and shall give receipt for any dues, initiation fees, other fees, or other monies received. (S)He shall deposit

all monies received from any source whatever in a reliable bank or banks in the name of the Local Union at least twice per month. The bank of depository shall be designated by the Local Executive Board.

- E. The Secretary-Treasurer shall maintain a record of the names and addresses of all members. The Secretary-Treasurer shall report to the General Secretary-Treasurer the membership standing of all members in the Local Union as required by the International Constitution. The membership lists shall not be open to inspection by a member except as and to the extent required by Statute.
- F. Whenever a Secretary-Treasurer's term of office expires or is otherwise terminated, (s)he must see that his/her successor is properly bonded and a copy of the bond sent to the office of the General Secretary-Treasurer before (s)he transfers the funds of the organization to his/her successor in office. (S)He shall also give to his/her successor all papers, documents, records, vouchers, worksheets, books, money and other union property that may have been entrusted to him/her by virtue of his/her office and shall obtain an appropriate receipt therefore. All such records, vouchers, worksheets, receipts, books, reports and documents shall be preserved and retained at the Local Union's principal office for a period of six (6) years.
- G. The Secretary-Treasurer, in conjunction with the President, shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Local Union which have been properly incurred as provided herein. (S)He shall have the authority to pay current operating expenses of the Local Union including rents, utilities and maintenance of the Union hall, and salaries and expenses of officers and employees as authorized by the Executive Board.
- H. The Secretary-Treasurer shall receive instructions on all business transactions requiring attention. (S)He shall have charge of all organizing activities of the Local and shall attend to all controversies between this Union and employers and shall endeavor to adjust a settlement as soon as possible. (S)He shall see that all members abide by the Constitution and Bylaws and that any agreements between this Union and the employers are carried out. (S)He shall attend all meetings of this Union and all meetings of the Executive Board and, by virtue of this office, shall be a delegate to all labor bodies with which this Union may affiliate. (S)He shall perform such other duties as may be assigned by this Union.
- I. The Secretary-Treasurer shall appoint all Business Agents and Organizers and clerical help, who shall serve at his/her pleasure and perform such duties as (s)he may direct. The Secretary-Treasurer shall establish the compensation of such personnel, subject to the ratification of the Executive

Board. Executive officers are not disqualified from also serving as appointive Clerical Employees, Business Agents or Organizers.

- J. The Secretary-Treasurer shall perform all duties required by the International Constitution, in particular those set forth in Article XXIII of the Constitution.
- K. The principal officer shall preside at meetings of the Local Union Executive Board, shall enforce the International Constitution, these Bylaws and the rules of order adopted by this Union, and shall ensure that all officers perform their respective duties. (S)He shall also have the right to serve on all committees by virtue of this office.
- L. The Secretary-Treasurer shall provide each new member with a free copy of the International Constitution, upon request. The Secretary-Treasurer shall provide any member with a copy of the International Constitution and of these Bylaws.
- M. Upon completion of an election of officers that results in a new principal executive officer, the incumbent principal officer or designee shall meet with the principal officer-elect during the period between the date of the election and the end of the term of office to review pending grievances, open contract negotiations and the Local's financial records.
- N. The Secretary-Treasurer shall make available to the Trustees all documents necessary for them to verify and complete the monthly Trustees' Report, including, but not limited to, items identified in Subparagraph (D) of this Article.
- O. The Secretary-Treasurer shall make available for inspection by the International Auditor any documents necessary for the Auditor to complete the audit schedules or to complete assignments from the General Secretary-Treasurer.

## **ARTICLE 9 – DUTIES OF THE RECORDING SECRETARY**

It shall be the duty of the Recording Secretary to attend all general membership meetings of the Local Union and the Executive Board, and to keep minutes of the entire proceedings. Minutes shall accurately record the motions made at meetings and shall include the names of the members making and seconding a motion, whether the motion was adopted or rejected, and the results of any division of the house or secret ballot votes. (S)He shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the President or authorized by membership resolution. In his/her absence, the President shall appoint a member to act as Recording secretary *Pro Tempore* who shall have the duties set forth above. The President shall appoint a

member or members to keep minutes of meetings which are held by division or craft. The minutes of every meeting of the Local Union Executive Board or of the Local Union shall be read and approved at the membership meeting next following.

(S)He shall serve as a signatory of all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts subject to the other provisions on signing checks provided in the Constitution and these Bylaws, and perform such other duties as the International Constitution, these Bylaws or law may require.

## **ARTICLE 10 – DUTIES OF TRUSTEES**

The Trustees shall perform their duties in accordance with Article X, Section 8 of the International Constitution. They shall sign the books if they have found them correct and the bank balances verified. In the event that a Trustee declines to sign the books, the Trustee must state in writing to the Local Union Secretary-Treasurer his/her reasons for declining to do so and shall also advise the General Secretary-Treasurer of those reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not be a valid basis for refusing to sign the books. Trustees shall not sign blank reports.

## **ARTICLE 11 – DUTIES OF WARDEN**

The Warden shall be appointed by the Chair and may be removed by him/her. The Warden shall have charge of the inner door and shall not admit any member who is not in good standing. (S)He shall not allow any member under the influence of liquor or drugs to enter the meeting place. (S)He shall assist the Chair in maintaining order.

## **ARTICLE 12 – POWERS AND DUTIES OF THE LOCAL EXECUTIVE BOARD**

A. Except as may be otherwise provided in these Bylaws, the Local Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to manage, invest, expend, contribute, use, lend and acquire local union funds and property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof. However, the Local Union Executive Board shall not have the authority to bind the Local Union for personal services to be rendered to the Local Union or its Executive Board, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This shall not prevent

the Local Union Executive Board from entering into a *bona fide* collective bargaining agreement with another Union covering Local Union employees; provided, however, that if the Local union employees form a union following a Local Union officer election, or a new collective bargaining agreement covering such employees is negotiated after the Local Union officer election, the newly organized unit shall not be voluntarily recognized, or the new collective bargaining agreement shall not be entered into on behalf of the Local Union, until such action is approved by the officers-elect. The Executive Board is hereby empowered, in addition to such other general powers conferred by these Bylaws, to:

1. Make and change rules and regulations not inconsistent with these Bylaws or the International Constitution for the management and conduct of the affairs of this Local Union;
2. Establish the salaries, the allowances, direct and indirect disbursements, expenses and reimbursement of expenses for officers and business agents. Changes in the salaries, allowances or expenses of the officers and business agents shall be specifically set forth in the minutes of the Executive Board meeting at which such changes are approved. The minutes shall also reflect whether any officer who also serves as a Business Agent receives a salary, allowance or expense in his/her capacity as officer or business agent. Policies establishing benefits, including, but not limited to, sick leave, vacation, travel and car allowances for officers and employees shall be written and compiled in a Policies and Procedures manual maintained and updated by the Executive Board;
3. Provide for direct and indirect loans for such purposes and with such security, if any, as it deems appropriate, and with such arrangement for repayment as it deems appropriate, all to the extent provided by law;
4. Approve the Principal Executive Officer's employment of clerical employees, attorneys, accountants, and such other special or expert services as may be required for the organization, and secure and audit of the books of this organization by a Certified Public Accountant at least once per year;
5. Review interpretations of the Bylaws rendered between meetings by the Principal Executive Officer. Disputes over the interpretations of these Bylaws shall be submitted to the General President, pursuant to Article VI, Section 2(A) of the International Constitution;
6. On behalf of the Local Union, its officers, employees or members, initiate, defend, compromise, settle, arbitrate or release, or pay the expenses and costs of, any legal proceedings or action of any nature, subject to the provision of Article IX, Section 9(c) of the International Constitution if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests

of the organization;

7. Fill any vacancies in office which occur during the term of such office for the entire remainder of the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution.
8. Transact all business and manage and direct the affairs of the Local Union; delegate when necessary any of the above powers to any officer for specific and temporary purposes and on condition that the action of such officer or agent be ratified by the Executive Board. The Executive Board shall designate other officers for the President, Secretary-Treasurer or Recording Secretary for the purpose of signing checks to pay bills in the event that any shall become ill or otherwise incapacitated;
9. Lease, purchase or otherwise acquire in any lawful manner for and on behalf of the organization, any and all real estate or other property, rights and privileges whatsoever deemed necessary for the prosecution of its affairs and which the organization is authorized to acquire, at such price or consideration and generally on such terms and conditions as it thinks fit, and at its discretion to pay therefore either wholly or partly in money or otherwise; specific authorization at a membership meeting shall be required for such expenditures, excepting for routine expenditures not of a substantial nature;
10. Sell or dispose of any real or personal estate, property, rights or privileges belonging to the organization whenever in its opinion the Local Union's interests would thereby be promoted;
11. Create, issue and make deeds, mortgages, trust agreements, contracts, and negotiable instruments secured by mortgage or otherwise as provided by resolution of the membership, and to do every other act or thing necessary to effectuate the same;
12. Create trusts, the primary purpose of which is to provide benefits for the members and their beneficiaries and terminate and effectuate the same. The Executive Board shall designate from among those of the Union's members, active or retired, who are participants in the trust plan the person(s) to serve as trustees for Health and Welfare or Pension trusts to which the Union is a party.
13. Determine the membership which shall vote on agreements and strikes, and the composition of other membership meetings, and adopt rules and regulations concerning the conduct thereof not inconsistent with the International Constitution or these Bylaws;
14. Affiliate this Local Union with Joint Council No. 7 and the Western Conference,

and such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do, or which it believes is in the interest of this Local Union, and maintain such affiliations in good standing at all times; and,

15. Designate shop stewards whose membership dues shall be paid by the Union. This authority shall be exercised selectively pursuant to the Executive Board's discretion, and in recognition of the high degree of responsibility and amount of work required of stewards in particular shops.
  16. Do all acts, not expressly authorized herein, which are necessary or proper in implementation of the above duties for the protection of the property of the Local and for the benefit of the organization and members.
- B. The Executive Board shall have the duty to investigate any alleged breach of fiduciary duty when circumstances so warrant and to take appropriate action if the investigation so merits.
  - C. The Executive Board shall hold regular meetings without other notice than this Bylaw at such regular times as shall be designated by resolution of the Executive Board, and may hold other meetings at such time and place as shall be determined by the Secretary-Treasurer. The meetings of the Executive Board shall be no less frequent than meetings of the Local Union.
  - D. A majority of the Board shall constitute a quorum for the transaction of business at any meeting for the Board. The action of a majority of the Board present at a meeting at which a quorum is present shall be the action of the Board.
  - E. By action of the Board, members of the Board who are not full-time paid officers or employees of the organization may be paid their expenses, including wages lost, if any, for attendance at each meeting of the Board. However, officers who are full-time employees of the Local Union shall not receive additional payments for attendance at Executive Board or Membership meetings.
  - F. As to all matters requiring action by the Executive Board and when the Executive Board is not in formal session, the Executive Board may act by telegram, letter, electronic mail or telephone. When action by the Executive Board is required, the Secretary-Treasurer may obtain same by telegraphing, writing, electronic mailing or telephoning the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner. Such action so taken by a majority of the members of the Executive Board shall constitute action of the Board as though the Board were in formal session; provided however, that any such action must be recorded in the minutes of the Executive Board and ratified by a majority of the members of the Executive Board at its next meeting.

## ARTICLE 13 – OFFICERS - GENERALLY

- A. All officers of the International Union and affiliated bodies when installed shall be required to take the following oath of office:

I, [state name], do most sincerely promise, upon my honor as a trade unionist and a Teamster, that I will faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and Bylaws of this Union. As an officer of this great Union, I will, at all times, act solely in the interests of our members, devote the resources of our Union to furthering the needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union, and to protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, and I will, at all times, by example, promote harmony and preserve the dignity of this Union. I also promise that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office.

- B. The right to assume office or hold office or position in the Local Union, as distinguished from accrued or vested benefits, shall never be deemed a property right, but shall be a personal privilege and honor only. Any action taken by an officer in good faith and within the scope of his/her authority and power under these Bylaws shall not be the basis for any personal liability against such officer.
- C. All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any federal or state agency either for and on behalf of the Local or as an officer or employee thereof, but accidental default shall not be considered a violation of the duty imposed by this section.
- D. All officers in the performance of their duties shall adhere to the terms of these Bylaws and the International Constitution.
- E. The officers, business agents, and other representatives of the Local Union occupy positions of trust in relation to the Local Union and its members as a group and are therefore accountable to the membership with respect to the performance of their fiduciary duties. The failure or refusal by an officer,

business agent, or other representative of this Local Union, upon demand of the Executive Board or of any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his/her fiduciary duties shall constitute a ground for charges under Article XIX of the International Constitution on which trial shall be had under the provisions set forth in Article XX hereof.

- F. The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies. The Principal Executive Officer shall have first priority. After the principal officer, the remaining delegates shall be selected from the salaried elected officers and elected Business Agents (if any) in the following priority: President, Secretary-Treasurer, Vice President, Recording Secretary, Trustee in order of number of votes received in the most recent election; elected Business Agents in order of number of votes received in the most recent election.

## **ARTICLE 14 – EXPENSES AND AUTOMOBILES**

- A. **Allowances.** Recognizing that the officers and representatives of this organization do not confine their work to regularly scheduled hours and do not receive compensation for overtime or premium pay on the same basis as members of the Union; also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often that the allowances given them, and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the Constitution and these Bylaws; that such activities benefit the organization and its members; that the time spent in such activities is unpredictable and unascertainable, such officers and representatives may be granted an allowance (both for in-town and out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly, or monthly) as the Local Executive Board may determine and there shall be no need to make a daily or other accounting to the Local Union membership for such allowance. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Article 12.A.2. of these Bylaws.

In addition to the allowances set forth above, all officers and employees may be reimbursed for, or credit provided for, all other expenses incurred in

connection with their activities. Where allowances are provided, officers and employees may not be reimbursed for additional expenses for items intended to be covered by the allowance without specific additional authorization by the Executive Board and approval by the membership. In no event shall an officer or employee receive more than one payment for the same expense.

- B. **Expenses.** When a representative of the organization is engaged in authorized activities in the interest of or for the benefit of the organization and its members, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him/her or the supplier of such services.
- C. **Automobile Allowance.** The Local Union may provide its officers or representatives with automobiles upon authorization of the membership, or in lieu thereof, they may be paid an allowance for use of their car in such amount or at such rate as shall be approved by the Executive Board. In such instances, where the Local Union provides an automobile, title to the automobile shall remain at all times in the name of the Local Union. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such car, and are responsible for its safeguarding. Accordingly, for the convenience of the Union and as partial compensation for such additional responsibilities, such officers shall be permitted private use of such car on an round-the-clock, continuous basis, including private use when the car is not required on union business. Upon authorization of the Executive Board, the Secretary-Treasurer is empowered to sell exchange or lease automobiles or arrange financing therefor on behalf of the Local Union.
- D. **Benefits.** The Executive Board may from time to time provide the terms and conditions of employment for officers, employees and representatives of this organization including, but not limited to such fringe benefits as vacations with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness health and welfare and retirement benefits and activities, and facilities relating thereto, and may from time to time provide changes therein, as well as additional compensations and allowances.

## **ARTICLE 15 – NOMINATIONS AND ELECTIONS OF OFFICERS: RULES**

A. Nominations for officers to be elected shall be held at a general or special meeting in November. The election shall be held not less than thirty (30) days after the date of the general or special meeting in November. The Executive Board shall set the time and place of elections and other relevant arrangements and shall have such other relevant arrangements as are necessary to an expeditious election in conformity with the International and Local Constitution and Bylaws.

- B. **Time of Elections.** This Local Union shall elect the President, Vice President, Secretary-Treasurer, Recording Secretary and Trustees for a term of three (3) years. The office terms of all officers shall hold office until their successor is duly elected and installed.
- C. **Notice of Rules, Nomination Meeting and Election.** At least twenty (20) days prior to the date of the nomination meeting, specific notice of the date, time and place of the nomination meeting and the offices to be filled shall be mailed or shall be published in any local union publication mailed to the membership (except that notice of nomination and election may be combined); each member shall be advised in such notice that the election rules are set forth in the Bylaws, which are available upon request.
- D. **Eligibility of Members.**
1. Every member, whose dues are paid up through the month which is prior to the month in which the nomination for election is held, shall have the right to nominate, vote for, or otherwise support the candidate of his/her choice. No member whose dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate or vote for a candidate for office in the Local Union by reason of a delay or default in the payment of dues by the employer to the Local Union.
  2. To be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union for a period of twenty-four (24) consecutive months prior to the month of nomination for said office, and must be eligible to hold the office if elected. "Continuous good standing" means compliance with the provisions of Article X, Section 5 of the International Constitution concerning the payment of dues for a period of twenty-four (24) consecutive months, together with no interruptions in active membership in this Local Union because of suspensions, expulsions, withdrawals, transfers or failure to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his/her card in the month immediately following the month for which it was effective and pays his/her dues for both months in a timely manner as provided in Article X, Section 5(c), such period of withdrawal shall not be considered a break in continuous good standing in the Local Union.

Payment of dues after their due date shall not restore good standing status for such month(s) in computing the continuous twenty-four (24) months' good standing status required by this Section as a condition of eligibility for office. No member shall lose his/her good standing status for any month in

which his/her dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union. However, a member on dues check-off, whose employer fails to make a prior deduction during any month in which the member has earnings from work performed during the month from which the dues could have been deducted, or has earnings from which the employer normally makes a dues deduction pursuant to the contract or established practice, shall not lose good standing status for that month. In such an event, the Local Union shall notify the member of his/her employer's failure, and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing status.

Failure of a Local Union to issue a withdrawal card shall not be conclusive proof that a nominee was actively employed at the craft within the jurisdiction of the Local Union during the required twenty-four (24) month period prior to his/her nomination if a challenge is made based upon evidence to the contrary, in which event a determination shall be made on the facts presented. Periods of unemployment during the twenty-four (24) month period preceding the nomination shall not be considered a break in active employment at the craft within the jurisdiction of the Local Union if the nominee was actively seeking and available for employment in the craft, and not working outside the craft during such periods of unemployment.

Members in a reserve component of the military or National Guard who are called to active service lasting more than thirty(30) days but not more than twenty-four(24) consecutive months, may have their eligibility determined in accordance with Article II, Section 4(a)(4) of the International Constitution.

3. In addition to those conditions of eligibility listed in subsection (2) above, a member must have attended at least fifty percent (50%) of the regular or divisional meetings of this Local Union during the twenty-four (24) consecutive months prior to nomination in order to be eligible to run for office. The Local Union shall keep accurate records reflecting those members who are in attendance at each meeting and shall exempt from the attendance requirement any member who, because of illness, regular employment, or other good cause is unable to attend a meeting. This exemption system shall be uniformly and fairly applied.
4. No member shall lose his/her good standing status for any month in which his/her dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the

payment of such dues by the Employer to the Local Union. Subject to the provisions of the International Constitution, in addition to being a member of the Union in continuous good standing for a period of two (2) years prior to nomination for the office, a member must have worked at the craft as a member for a total period of two (2) years to be eligible for an election to any office. For the purpose of this Section only, officers shall include representatives of the Local, delegates to central labor bodies and delegates to all conventions of labor subject to the provisions of Article 12 of these Bylaws, and members of the Local Union Executive Board.

5. The Secretary-Treasurer shall comply with requests from members to determine their eligibility if made prior to the nomination meeting.

#### **E. Nomination Procedures**

1. Nominations shall be held in accordance with Article 15.A. above at a general or special membership meeting. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meetings, and complete minutes shall be kept of that business. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws.
2. Nominations shall be made that the meeting by motion, seconded by a member in good standing. Candidates are advised to verify the good standing of their nominator and seconder prior to the nomination meeting. Any question of the eligibility of nominees shall be decided by the Secretary-Treasurer, or his/her designee, within twenty-four (24) hours and shall be appealable to the General President in accordance with the provisions of Section D.3. of this Article and the International Constitution.
3. Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair without further nomination being made.
4. If an election committee is used, after nominations, each candidate for the office of President, Secretary-Treasurer, and Recording Secretary may designate one (1) member for service thereon, who shall thereupon be appointed by the President.
5. In the event only one candidate is nominated for any office, no election shall be conducted for such office if no longer required by law, and such unopposed candidate shall be declared elected by acclamation.

6. A candidate must accept nomination at the time made, either in person or, if absent, in writing, and may accept nomination for only one office as the term "office" is defined in the International Constitution and Bylaws. Any candidate who accepts nomination by submitting written notice must submit such written notice prior to the time of nomination and shall submit the same to the office of the Union by registered mail.
7. Subject to the International Constitution, every member eligible to nominate candidates shall be entitled to effectively nominate one candidate, but only one, for each office open.
8. If any nominee should die or resign before the election, his/her name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office.
9. If there is only one nominee for an office and (s)he is finally ruled ineligible after the nomination meeting, then a new nomination meeting shall be held for such office only; however, such nomination meeting shall not delay the election for all other officers.

**F. Elections.**

1. After the nomination meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be mailed to each active member at his/her last known home address, if no notice had previously been sent. The Local Executive Board, subject to approval by the membership, shall designate the place(s) where balloting shall take place.
2. The Local Union Executive Board shall have the authority to establish all rules and regulations for the conduct of the election to supplement the provisions of the International Constitution and the Local Union Bylaws, including the authority to use mail referendum balloting or absentee balloting without membership approval. The Local Union may extend voting hours to accommodate work schedules and provide members a reasonable opportunity to vote.
3. Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy voting. Each such member shall be entitled to one vote. To be eligible to vote in the election, a member must have his/her dues paid up through the month prior to the month in which the election is held and must still be an active member on the day of the election.

4. Each candidate shall have the right to have an observer who shall be a member of this Local Union at the polls and at the counting of the ballots but such observer shall not be entitled to engage in obstructionist tactics or interfere with the election process and shall limit his/her duties to observing the activities of the election committee at the polls. Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in a blank envelope which in turn shall be sealed in an envelope with the name of the voter thereon. Challenges shall be investigated to determine their validity, if the challenged ballots are sufficient in number to affect the result of the election. The blank envelope containing the ballot shall not be opened until such time as all challenges have been ruled upon and the name-bearing envelopes have been destroyed. Upon request of any candidate, voting machines, if used, shall be checked for proper operation prior to, or after completion of, voting.
5. The candidate for each office who receives a plurality of the votes cast for the office shall be elected thereto, except in the case of Trustees, in which case the three (3) candidates receiving the highest number of votes shall be elected. In the event of a tie vote, the candidates shall resolve such tie by lot, except in the case of a tie for the office or principal officer of the Local Union, in which case there shall be a reelection between only the candidates who have tied for the highest number of votes and only for that principal office. Except as provided above, no runoff election shall be held.
6. No officer may run for another office in this Local Union, the term of which covers part of his/her current term, unless (s)he resigns from his/her current office upon the certification of the results of the election, such resignation to be effective upon installation of his/her successor. (S)He shall announce his/her intention to resign not later than thirty (30) days prior to the nomination meeting. No officer may hold another office in any other local union (other than a trustee local) during his/her term of office except by authorization of the General President and the Locals involved.
7. There shall be no write-in candidates and any ballot containing a write-in candidate shall be void insofar as the vote for that office is concerned and such ballot for that office shall not be considered as having been cast in determining the vote.
8. There shall be no solicitation of votes on election day within one hundred feet (100') of the polling place.

9. Any judge or teller falsifying returns or any member casting a fraudulent ballot shall, upon conviction, be expelled from the Union.
10. All votes for officers shall be on ballots prepared by the Secretary-Treasurer.
11. The President shall appoint the election board. No candidate for office may be a member of the board. This board shall take complete charge of the election, see that it is held in a fair and impartial manner, and count the ballots. Ballots whose marking are not plain shall be declared void.
12. Upon reasonable request of any declared and eligible candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that such candidate pays the reasonably estimated cost involved in advance. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer shall not delay the distribution of any candidate's mailing. The Secretary-Treasurer shall not delay the distribution of any candidate's mailing. Any reduced rate mailing permit available to any candidate shall be made available to all candidates on an equal basis. The Secretary-Treasurer may require that all campaign literature shall be presented to him/her at the principal office of the Local Union no later than a reasonable number of days prior to the election and all candidates shall be given reasonable notice of that cutoff date. The Secretary-Treasurer may, where in his/her judgment it appears necessary, provide for a consolidation of such distribution in which case the cost of such distribution shall be assessed upon the candidates involved on a pro-rated basis.
13. During the period between the date of election and the end of the term of office no extraordinary expenditures of Local Union funds shall be made, and no action shall be taken that commits the Local Union to make such extraordinary expenditures in the future, without the approval of the officers-elect and the membership. An expenditure shall be considered extraordinary if it falls within the definition set forth in Article XXII, Section 4(e) of the International Constitution. In the event the election results in a new complement of officers, the outgoing officers must comply with the restrictions on Article XXII, Section 2(b) of the International Constitution regarding entering into contracts for personal services.

## **G. Nomination and Election Protests.**

1. Any member who desires to challenge a ruling on eligibility to run for office shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the General President or his/her designee, who shall decide such an appeal within seven (7) days after the receipt of the protest. The decision of the General President shall be appealable to the General Executive Board pursuant to the provisions of Article VI, Section 2 of the International Constitution. In the event there shall be any protest or charges made concerning an election by any member prior to the holding of the election, such protest or charge shall be made in writing by registered or certified mail by such member within forty-eight (48) hours of his/her knowledge of the event complained of and shall specify the exact nature and specifications of the protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer [or] Executive Board for disposition. The decision of the Local Union Executive Board shall be appealable to the General President pursuant to the provisions of Article VI, Section 2 of the International Constitution.
2. In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or charge shall be made in writing by registered or certified mail by such member within seventy-two (72) hours, setting forth the exact nature and specifications of the protest and his/her claim as to how it affected the outcome of the election. Such protest or charge shall be made to the Secretary-Treasurer of the Joint Council with which the Local Union is affiliated, and the protest or charge shall be referred to the Joint Council Executive Board for disposition. The Joint Council Executive Board shall meet to consider the protest and shall conduct a hearing as prescribed by Article XIX of the International Constitution. The decision of the Joint Council Executive Board shall be appealable to the General Executive Board, in accordance with the provisions of Article XIX of the International Constitution to the extent that such provision may be applied to an election protest or charge.
3. The Secretary Treasurer shall retain a copy of the notices of nominations and of the election, the mailing list of the membership, the voter register, a copy of the ballot, the official tally sheet submitted by the tellers, all voted and unused ballots, ballot return envelopes and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one (1) year.

## **ARTICLE 16 – DELEGATES**

- A. Each member of the Executive Board who shall be elected by secret ballot to his/her office shall, as a result of such election, be a delegate with full rights to the Joint Council and Area Conference to which this Local Union is required to

be affiliated. Executive Board members who have been appointed and business representatives who are not members of the Executive Board shall be required, as part of their duties, to attend and participate in the deliberations of such body or bodies at the Union's expense, subject to the limitations uniformly imposed by the Constitution of the International and the Joint Council or Area Conference Bylaws, or by Statute. All officers elected to office shall by virtue of such election qualify as delegates in the order of priority to the International Convention in accordance with Article III, Section 5(A)1. of the International Constitution.

- B. The Secretary-Treasurer may appoint as delegates to central bodies, and delegates to all conventions of labor, including any trade, craft, regional or other conference, or to any other local, state or national body, any member of the Local Union who meets the qualifications imposed upon officers by the Constitution and these Bylaws.
- C. All delegates of this Local Union shall perform the duties imposed upon them by the Constitution, these Bylaws, and the Constitution and the Bylaws of the organization to which they are delegates, and their action in accordance therewith shall be deemed in the best interests of the membership of this Local Union.

## **ARTICLE 17– DUES AND INITIATION FEES**

- A. The regular monthly dues of this organization shall not be less than the minimum established in Article X, Section 3 of the International Constitution; and further, any change in dues rates shall be effective October 1st of each year.
- B. Initiation or re-initiation fees for the membership shall two hundred and fifty dollars (\$250) provided, however, the Local Union may direct that a specific segment of the membership shall pay a greater amount previously established in their industry or a lesser amount if the earnings of such group of members is less than the general prevailing rates of pay earned by the general membership of the Local Union. The Executive Board shall have authority to waive the payment of the initiation fee by employees involved in a new organizing or reorganizing campaign whenever it determines that such waiver is in the best interest of the Local Union.
- C. Any member who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges shall automatically stand suspended at the end of the third (3rd) month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended for failure to pay dues and other charges is under a continuing obligation to pay dues during the period of his/her suspension. Upon payment

of the delinquent dues and re-initiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing if fines and other charges due are not paid. The Local Union Executive Board shall have the power to waive or reduce, on a non-discriminatory basis, the payment of delinquent dues, assessments and/or re-initiation fees for good cause shown.

- D. Any increase in the rate of dues or initiation fees or the levying of any general or special assessment by the Local Union shall be made at a general or special membership meeting in accordance with the following procedures.
1. Reasonable notice shall be given of the meeting at which the membership will consider the question of whether or not such dues, initiation, or reinstatement fees, general or special assessment shall be increased or levied. The notice shall indicate that a proposed increase or assessment is to be voted upon.
  2. At the meeting called as provided in this Section, voting shall be by secret ballot of the members in good standing.
  3. A majority vote by secret ballot of the members in good standing voting at such meeting shall decide the issue.
  4. This provision supersedes Article 26 (Amendments) with respect to changing the dues and fees set forth in these Bylaws.
  5. Nothing contained in Article 17.D. of these Bylaws shall be construed to apply to action by the International Union or to limit the right of the International Union to raise the dues of the membership, and the International Union shall not be subject to these provisions. The International Union shall in no way be subject to the provisions of Article 17.D. of these Bylaws.

## **ARTICLE 18 – MEETINGS**

Membership meetings shall be general or special.

### **A. General Membership Meetings.**

1. General membership meetings shall be held monthly at such time and place as shall be determined by the Local Union Executive Board subject to disapproval by the membership. The time and place of meetings in effect when these Bylaws are adopted shall continue until changed by the Executive Board upon reasonable and adequate notice to the membership. Membership meetings may be suspended during any three (3) months between June and

October by action of the membership at a meeting after reasonable notice of the intention to vote upon such a question. During an election year, the Executive Board may designate different dates for the regular meetings than prevail in the remainder of the year in order to allow thirty (30) days to elapse between the date of the completion of nominations and the commencement of election.

2. Members in attendance at membership meetings shall have the right to express their views, arguments or opinions upon any business properly before the meeting, subject to these Bylaws and the rules and regulations adopted by the Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his/her responsibility to the organization as an institution or engage in or instigate any conduct which would interfere with the Local Union's performance of its legal or contractual obligations.

B. **Special Meetings.** Any fifty (50) members in good standing of the Local may submit a written petition for a special meeting to the Secretary-Treasurer, setting forth the reasons therefor, and the Secretary-Treasurer shall call the special meeting within a reasonable time. No more than half of such fifty (50) shall be from the same employer. If the Secretary-Treasurer does not call such meeting, the Executive Board shall call such meeting within fifteen (15) days of the original petition. The Secretary-Treasurer may, on his/her own motion, call a special meeting. Reasonable notice of the date, time and place of any special meeting, and of the questions to be presented, shall be given the membership. No business shall be transacted except that named in the call. The Secretary-Treasurer shall notify the members by mail. Such special meeting shall not be considered a substitute for the regular monthly meetings for purposes of satisfying the meeting attendance requirement of Section 15.D.2.

C. A group meeting may be called by the Secretary-Treasurer.

D. **Quorum.** The quorum of a general or special membership meeting shall be fifteen (15) members.

E. Every member eligible to vote in an election under Article 15, Subsection D.1. shall be eligible to vote on any question before the membership meeting.

## **ARTICLE 19 – REQUIREMENTS FOR MEMBERSHIP**

A. An applicant shall be considered a member when (s)he shall meet all the following requirements for membership.

1. (S)He shall have executed a written application.

2. (S) He shall have signed a dues checkoff authorization permitting the initiation fee to be withheld from earnings. If no dues checkoff authorization is signed, membership shall date from the first month for which dues are paid, once full payment of the initiation fee is completed or he shall have tendered the initiation fee and month's dues by cash.
3. The Local shall have accepted his/her application and dues.
4. (S)He shall have taken the oath of obligation as a member.
5. The first money received from an applicant for membership must be applied to the payment of dues for the month in which the applicant is first obligated to pay dues. If this Local Union permits an applicant to pay an initiation fee on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. All new members presenting themselves for initiation shall receive upon request a free copy of the International Constitution and Local Union Bylaws from the Local Union. However, any alleged failure to receive such copy shall not excuse a member from violation of any duty or obligation imposed upon him by his oath of office, initiation or membership.

B.

1. A member shall lose his/her good standing membership in the organization by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws or the Constitution, or by nonpayment of dues on or before the last business day of the current month. Members whose dues have been withheld by their employer pursuant to a voluntary check-off agreement shall not be declared in bad standing merely because the employer fails to remit checked-off dues to the Local Union on or before the last day of the month. Payment of dues to an officer or agent authorized by this Local to collect such dues shall be deemed payment to the Local.
2. Subject to the International Constitution, a member in a suspended status because of his/her failure to pay dues or other obligations as required by the International Constitution and these Bylaws, and not suspended or expelled from membership pursuant to disciplinary action, may reinstate his/her good standing for the purpose of attending local union meetings and voting at elections by the payment of all delinquent dues and other financial obligations prior to such meeting and election.

C.

1. A member shall be considered to have voluntarily withdrawn from membership in this Local Union upon the receipt of a withdrawal card. A

member shall be considered transferred from this Local Union upon acceptance of a transfer card in another Local Union.

2. The Union may from time to time adopt rules governing the re-initiation of members who have been issued an honorable withdrawal card, provided such rules do not conflict with the International Constitution.

**D. Issuance of Transfer and Withdrawal Cards.**

1. The issuance of transfer cards must be handled in strict compliance with Article XVIII, Sections 1 and 2 of the International Constitution. The acceptance of transfer cards must be in accordance with the provisions of Article XVIII, Sections 3 and 4. The jurisdiction to issue honorable withdrawal cards must be handled in strict compliance with Article XVIII, Sections 6 and 7 of the International Constitution.

**E. Responsibility of Members to the Local Union.**

1. Every member, by virtue of membership in this Local Union, is obligated to abide by these Bylaws and the International Constitution with respect to his/ her rights, duties, privileges and immunities conferred by them. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.
2. Every member covered by a collective bargaining at his/her place of employment, authorizes this Local Union to act as his/her exclusive bargaining representative with full and exclusive power to execute agreements with his/her employer governing terms and conditions of employment and to act for him/her and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his/her employment with such employer, in such manner as the Local Union or its officers deem to be in the best interests of the Local Union. The Local Union and its officers, business representatives and agents may decline to process any such grievance, complaint, difficulty or dispute if, in their reasonable judgment, such grievance, complaint or dispute lacks merit.

The provisions of Article XII of the International Constitution, relating to area, multi-area, industry-wide contracts, shall supersede any provision of this Article.

3. No member shall interfere with elected officers or business agents of this organization in the performance of their duties, and each member shall, when requested, render such assistance any support in the performance of such duties as may be required by them, provided that this does not

interfere with their individual rights as members. Each member and officer shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

4. No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, nor shall any member slander or libel the Local Union, its members or its officers, or be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee.
5. No member shall be permitted at any union meeting or assembly to engage in any of the conduct hereinbefore described and any such act shall be null and void.
6. Every member shall follow the rules of order at all meetings of the Local Union.
7. Membership in this Local Union shall not vest any member thereof with the right, title or interest on or to the funds, property or other assets belonging to the Local Union now or hereafter and no member shall have a property right to membership in this organization.
8. Each member shall keep the Local Union informed of his/her current address.
9. No member seeking to resign from membership in any Local Union may do so except by submitting such resignation in writing to the Secretary-Treasurer of the Local Union. Any member who resigns before he has paid all dues, assessments, fines and other financial obligations owing to any subordinate body shall be obligated to pay such obligations to his former Local Union. All members acknowledge that any obligations owing at the time of resignation shall be collectible by the Local Union in any appropriate forum. This shall not relieve any member of any obligation to comply with any other provision of this Constitution regarding acquisition or maintenance of membership in good standing.

#### **F. Rights of Members.**

Subject to reasonable application, no provision of these Bylaws, rule of parliamentary procedure or action by the union or its officers shall be administered in such a way as to deprive individual members of the following rights.

1. The right to nominate candidates or vote in elections of the Union.

2. The right to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings.
3. The right to meet and assemble freely with other members and to express any views, arguments, or opinions; and to express at meetings views upon candidates in an election of the Union or upon any business properly before the meeting.
4. The right to information concerning the conduct of local union business.
5. The right to institute an action in any court or in a proceeding before any administrative agency, irrespective of whether the union or its officers are defendants in the action, or to appear as a witness in a judicial, administrative or legislative proceeding, or to petition any legislator, subject to the exhaustion of intra-union remedies as required by the International Constitution and applicable law.

## **ARTICLE 20 – CHARGES AND TRIALS**

A. Each member of this union shall have the right to fair treatment in the application of union rules and law in accordance with the International Constitution and these Bylaws. In applying the rules and procedures relating to union discipline, the essential requirements of due process of law (notice, hearing, and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laboring people, this union adopts the following procedures which supplement the requirements of Article XIX of the International Constitution. The following procedural guides are designed to attain justice both to the individual member and the organization, and in instances where deviations from such procedures are not such as to substantially affect the members' substantive right, these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

### **B. Trials and Appeals.**

1. **Trial.** A member or officer of a Local Union charged by any other member of the Local Union with any offense constituting a violation of this Constitution, shall, unless otherwise provided in this Constitution, be tried by the Local Union Executive Board. If the member charged or preferring the charges is a member of such Board, then the President of the Local Union shall appoint an uninvolved member as a substitute. If the President of the Local Union is charged or is preferring the charges, the Local Union Secretary-Treasurer shall appoint the substitute. No member of the Local

Union Executive Board involved in the subject matter of the charge, shall sit on the trial board. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Local Union Executive Board, whose decision shall be appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these Bylaws. The officer alleged to be involved shall not vote on whether he is qualified to remain on the hearing panel.

If both the President and the Secretary-Treasurer of the Local Union are charged or are preferring the charges, the remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by, against, or involving a majority of the members of a Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision-making process of the trial body.

- 2. Charges.** Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer, who shall serve the charges and notice of the hearing upon the accused either in person or by registered or certified mail at least ten (10) days prior to the hearing.

No hearing on any charge shall be held less than ten (10) days from the date on which notice of the hearing has been served on the parties, unless all parties agree to waive this requirement. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these Bylaws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, date(s) and place(s). If charges are filed the charging party must include in the charges all alleged offenses of which (s)he has knowledge, as of the time of the filing of the charges. (S)He may not subsequently file additional charges based upon facts of which (s)he had knowledge or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. Any charge based upon alleged misconduct which occurred more than five (5) years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments and other financial obligations. No member or officer shall be required to stand trial on charges involving the same set of facts as to which (s)he is facing criminal or civil trial until his/her final court appeal has been concluded. Nor shall a member or officer be required to stand trial on

charges that are substantially the same or arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered on those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

3. In the event of noncompliance with the decision handed down by a trial or appellate body, the member, elected Business Agent, officer or Local Union shall stand suspended from rights and privileges under the International Constitution until the provisions of the decision have been complied with, unless the General President has waived payment of a fine or stayed the effectiveness of the decision pending appeal. If, however, the decision carries with it an order of expulsion, then such order of expulsion shall immediately take effect, unless the General President has stayed the effectiveness of the decision pending appeal.
4. **Rights of the Accused.** Throughout the proceedings, there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be supported by a preponderance of reliable evidence, and a majority of the members of the panel must vote to find the charged party guilty. The accused shall have the right to present his/her own evidence, rebut testimony against him/her, present witnesses favorable to him/her and cross-examine adverse witnesses. The charging party, the accused and the Local Union Executive Board may select only a member in good standing of the Local Union to represent them at a hearing conducted before any trial or appellate body. Witnesses need not be members of the Union. The hearings shall be open to other members, subject to the discretion of the Local Union Executive Board in maintaining order and in excluding witnesses except when testifying.
5. **Action by the Local Union Executive Board.** A summary of the testimony and evidence introduced at the hearing(s) shall be made, and a copy of such summary shall be furnished to the accused. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearing(s) and shall have the authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be received by the Executive Board not later than five (5) business days prior to the scheduled commencement of the hearing and shall be honored by the Executive Board. If the Local Union Executive Board decides to have a transcript or recording of the hearing made, the Local Union Executive Board shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any interested party for copying or consultation without cost.

If on appeal any appellate body makes a transcript or recording of the proceedings on appeal, such appellate body shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any party for copying or consultation without cost. Within a reasonable time after completion of the hearing, the Local Union Executive Board shall decide the case. The decision of the Local Union Executive Board shall be in writing and contain the charges, its own factual findings and decision, and a notice to the parties informing them of the proper body to which they may appeal, and the time within which the appeal must be filed. A copy of the decision of the Local Union Executive Board must be forwarded to the parties without delay. A copy of all documents in the proceeding(s) shall be kept available at the Local Union's principal office until final disposition is made of the case.

6. **Appeals.** Appeals shall be taken pursuant to the provision of Article XIX of the International Constitution.

C. **Grounds for Charges Against Members.**

1. The basis for charges against members for which (s)he shall stand trial shall consist of, but not be limited to, the following.
  - a. Violation of any specific provision of the Constitution or failure to perform any of the duties specified thereunder.
  - b. Violation of the oath of loyalty to the Local and the International.
  - c. Violation of the oath of office.
  - d. Gross disloyalty, or conduct unbecoming a member.
  - e. If an officer, gross inefficiency which shall hinder and impair the interests of the Local or the International.
  - f. Misappropriation.
  - g. Secession, or fostering the same.
  - h. Abuse of fellow members or officers by written or oral communication.
  - i. Abuse of fellow members or officers in the meeting hall.
  - j. Activities which tend to bring the Local or the International into disrepute.



parcel of the Bylaws of this Local Union.

- vii. Any member embezzling money from his/her employer shall be expelled from the Union.
- viii. All members must take not less than one-half ( $\frac{1}{2}$ ) hour for lunch.
- ix. Any member found working below the schedule of wages, which is in the agreement entered into between the Union and his/her employer, will be suspended for not less than ninety (90) days for the first offense and expelled for the second offense.
- x. Members found guilty of patronizing places on the unfair list of the Joint Council and International may be brought up on charges.
- xi. Any judge or teller falsifying returns or any member casting a fraudulent ballot shall, upon conviction, be expelled from the Union.
- xii. Any member who institutes any litigation without first exhausting his/her internal remedies to the extent required by law shall be subject to such penalty, suspension or expulsion as the Union may deem appropriate.

## **ARTICLE 21 – BONDING**

All officers and employees of the Union shall be bonded, where required, in accordance with the provisions of the Labor-Management Reporting and Disclosure Act of 1959 and any other applicable Federal and State law. All premiums on said Bonds shall be paid by the Local Union.

## **ARTICLE 22 – INTERNATIONAL CONSTITUTION**

The Local Union acknowledges that the Constitution of the International Brotherhood of Teamsters supersedes any provisions of these Bylaws herewith or hereinafter adopted which may be inconsistent with such Constitution. The Local Union hereby re-adopts, as its Constitution, such International Constitution, and incorporates herein by reference, as though fully set forth herein, all such provisions of such Constitution, as it may be interpreted, modified, or amended from time to time, which are applicable to Local Union matters and affairs, and shall perform all the duties imposed upon a Local Union by such Constitution.

Neither this Local Union, nor any of its officers, business representatives or employees, has the power to make any contract or agreement nor to incur any liability which shall be binding upon the International Union or any of its affiliates

other than this Local Union unless the written consent of the governing body or executive officer thereof has first been obtained authorizing such action. Neither this Local Union nor any of its officers, representatives or employees has been authorized or empowered to act as an agent of the International or any of its affiliated bodies and shall not be deemed an agent for any such body unless expressly authorized in writing by the governing body or executive officer of such body to act in that capacity. No agreement or contract shall be binding upon this Local Union unless executed and delivered by its duly authorized officers. This shall not prevent the Local Union Executive Board from entering into a *bona fide* collective bargaining agreement with another union covering Local Union employees, subject to the requirements of Article XXII, Section 2(b) of the International Constitution.

## **ARTICLE 23 – LOCAL UNION PROPERTY**

No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its officers, representatives or employees, and no property held in trust by any trustee for and on behalf of this Local Union, expressed or implied, which was created or established by this Local Union, and whose purpose is to provide benefits for the Local Union itself, or appropriated, either directly or indirectly, to aid or assist or be expended on behalf of any seceding, dual or antagonistic labor organization or group, nor to any local union which is acting in violation of the International Constitution.

## **ARTICLE 24 – NEGOTIATIONS, RATIFICATION OF AGREEMENTS, STRIKES, AND LOCKOUTS**

- A. Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of the Employer or by this Local Union, the President shall call a meeting at which the membership shall determine and authorize the bargaining demands to be made. The Executive Board shall determine whether such meeting shall be limited to the members in a particular division, craft, or place of employment. Where this Local Union is a participant in an area-wide or conference-wide agreement, it is understood that the bargaining demands of this Local Union may be accepted, modified or rejected by the overall negotiating committee in accordance with such rules and procedures as may be adopted by the area-wide or conference-wide or national bargaining group.
- B. The Secretary Treasurer shall submit to the Joint Council of the Local Union two (2) copies of all proposed collective bargaining agreements with a company in an industry in which there is an area standard established by pre-existing agreements or amendments thereto or where otherwise directed to do so by the Joint Council, for approval before submission to the employer. If no Joint Council exists, such proposals shall be submitted to the State Conference for its approval. In those cases where the proposed agreement is

for operations which are already subject to an area-wide agreement, or a prospective area-wide agreement is already planned, the proposed agreement shall be submitted to the Director of the appropriate Trade Conference or Division for approval before submission to the employer. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with Economics and Contracts Departments of the International Union within sixty (60) days after execution, together with a list of names and locations of employers and number of employees covered by such agreements. The Secretary-Treasurer shall, as of January first of each year, submit to the Economics and Contracts Department of the International Union a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations and the expiration date.

- C. If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the processes of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the Constitution. The Executive Board may, in its discretion, provide that the strike vote be limited to the members employed in a particular division, craft or place of employment. In cases where area-wide, conference-wide or national agreements are involved, it is understood that the specified majorities of the members covered by such agreements must vote to strike as set forth in Article XII, Sections 1 or 2 of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question. In all instances concerning strike vote(s) on contracts, the provisions of Article XII of the Constitution shall supersede any provision of these Bylaws pertaining to the same subject matter.
- D. Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for purposes of enforcing the terms of such agreement. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated and approved on a state, multi-state, multi-area, multi-employer or national company-wide or area basis of which such employer is a member. In either case, the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also, with the approval of the General President, terminate such strike without a vote.
- E. At least forty-eight (48) hours prior to a strike, and in the case of picketing, lawsuit or other serious difficulty, the Secretary-Treasurer shall immediately notify the Joint Council of which it is a member of any contemplated action as required by the Constitution.

- F. Strike and lockout benefits shall be payable to members only as provided by and in accordance with the Constitution. Where the Local Union is eligible to receive strike benefits, the Secretary-Treasurer, pursuant to the directions of the Union, shall take the necessary steps to secure the benefits, to execute all documents required by the International and to return all monies from the International Union remaining unused by the Local Union at the close of the strike or lockout.
- G. Strikes, which are not terminated by the conclusion of a collective bargaining agreement, arbitration, or otherwise, may be terminated in such manner as the Executive Board shall determine appropriate.

## **ARTICLE 25 – SAVING CLAUSES**

- A. The provisions of these Bylaws or the International Constitution relating to the payment of dues, penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution and these Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law. The General Executive Board is authorized to adopt any plan or arrangement relating to such requirements and obligations which may be imposed by applicable law.
- B. If any provision of these Bylaws shall be declared invalid or inoperative, by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Local Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any Article or Section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

B. Where used in these Bylaws, words in the masculine also shall be read and construed as in the feminine in all cases where such construction would so apply.

## **ARTICLE 26 – AMENDMENTS**

- A. Proposed amendments to the Bylaws shall be submitted in writing at a regular meeting of the Local Union upon initiation either by petition of seven (7) members in good standing, or by resolution of the Local Executive Board.
- B. The proposed amendments shall then be read at two (2) consecutive regular meetings of the membership and voted upon at the third (3rd) meeting. A two-thirds (2/3) vote of the members in good standing voting at such meeting shall be required for passage. Reasonable notice that copies of the proposed amendments are available in the offices of the Local Union and that these amendments will be voted upon at the next meeting shall be given to all members of the Local Union prior to the third (3rd) such meeting.
- C. In lieu of a reading of two (2) consecutive meetings, copies of the proposed amendment and notice of the meeting may be mailed (provision for publication) at least fifteen (15) days prior to the regular or special meeting at which the amendment will be voted upon.
- D. Amendments to these Bylaws are subject to the approval of the General President as provided in Article VI, Section 4(A) of the International Constitution.

## **ARTICLE 27 – FISCAL YEAR**

The fiscal year of this organization shall be the calendar year from January 1st to December 31st.

## **ARTICLE 28 – BYLAWS SUBJECT TO INTERNATIONAL CONSTITUTION**

These Bylaws are subject to the Constitution of the International Brotherhood of Teamsters.

## **ARTICLE 29 – INDEMNIFICATION AND PROPRIETY OF EXPENDITURES**

It is realized that the officers and members of this Union operating under restrictive and complex labor laws and actions by officers or members on behalf of the Union may subsequently lead to lawsuits against officers or members. Any officer or member shall have the right to rely upon the actions of the membership in conformity

with this Constitution and the International Constitution in the authorization of expenditures, the propriety of any economic action, or the propriety of any disciplinary action against any member or officer, and all officers and members shall be indemnified to the fullest extent permitted by law, and the Union may pay for the member or officer's defense in any litigation, and reimburse or pay any judgment that may be rendered against any such officer or member. The foregoing provision of indemnification does not extend to protecting an officer against willfully dishonest acts or the specific breaches of trust mentioned in Title V of the Labor-Management Reporting and Disclosure Act of 1959. This Article is inserted because of the desire of the Union to preserve the fullest freedom of the officers and the members in the conduct of their affairs, the uncertainty in the law as to the propriety of any economic action by the courts to vitiate or render unlawful that which the officers, members or the Union at the time of the action, believed to be proper. The Union shall also have discretion to make expenditures to defend members against any oppressive act by courts, police, employers, or others. It is recognized that one of the functions of this Labor Union is to test, in court, principles of law relating to the internal affairs of labor unions or the property of economic action by the Union, and expenditures for any such purpose shall be deemed lawful and proper if approved by the Executive Board and not in clear conflict with these Bylaws or the International Constitution.

### **ARTICLE 30 – RESERVATION OF POWERS**

All powers of the union not specifically entrusted to particular officers or expressly prohibited by the International Constitution or these Bylaws are reserved to the membership, and any resolution of the membership not in conflict with law, the International Constitution or these Bylaws shall be deemed proper and valid.

### **ARTICLE 31 – LIBERAL CONSTRUCTION; CURING OF PROCEDURAL DEFECTS**

This Constitution shall be liberally construed to validate any action of the membership and the Union and, unless specifically and unequivocally in conflict with the International Constitution or these Bylaws, any action of the membership shall be deemed to be valid and any procedural defect may be cured by ratification of the membership at any subsequent meeting.

### **ARTICLE 32 – OBLIGATION**

Fellow worker, you will now take an obligation that will bind you to the International Brotherhood of Teamsters and this Local Union, and that will in no way conflict with your religious belief or your duties as a citizen.

I, \_\_\_\_\_ [state your name] \_\_\_\_\_, pledge my honor to faithfully observe the Constitution and the

laws of the International Brotherhood of Teamsters and the Bylaws and laws of this Local Union.

I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union.

I will faithfully perform all the duties assigned to me to the best of my ability and skill.

I will conduct myself at all times in a manner as not to bring reproach upon my Union.

I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout.

I pledge not to divulge to nonmembers the private business of this Union, unless authorized to reveal the same.

I will never knowingly harm a fellow member.

I will never discriminate against a fellow worker on account of race, color, religion, sex, age, physical or mental disability, national origin, sexual orientation, gender identity, or any other legally protected group.

I will refrain from any conduct that would interfere with the Union's performance of its legal or contractual obligations.

I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.