

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**AIRLINE DIVISION**

**PROFESSIONAL FLIGHT DECK CREWMEMBERS**

**LOCAL 747 BYLAWS**

**Section 1**

**NAME**

This Local Union shall be known as Teamsters Local 747, Professional Flight Deck Crewmembers and is chartered by the International Brotherhood of Teamsters.

**Section 2**

**JURISDICTION**

The jurisdiction of this Local Union shall be Worldwide, except for those Flight Deck Crewmembers of ABX, Inc., or as determined by the International Union from time to time.

**Section 3**

**PRINCIPLE OFFICE**

(A) The principle office of this organization shall be located in the City of Houston, County of Harris, State of Texas, or at such other place as the Local Union Executive Board may designate. The organization may have such other sub-offices either within or without the State of Texas as the Local Union Executive Board may require.

(B) All books, records, and financial documents shall be kept at the principle office of the Local Union.

**Section 4**

**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, physical disability, sex, or sexual orientation;

(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, negotiations and collective bargaining, through legal and economic means, and other lawful methods;

(4) To improve and safeguard the safety of air transportation and to promote the interests of the profession(s) of the membership;

(5) To provide educational advancement and training for employees, members and officers;

(6) To safeguard, advance, and promote the principles of free collective bargaining, the rights of workers, farmers, and consumers, and the security and welfare of all the people by political, educational and other community activity;

(7) To engage in cultural, civic, legislative, political, fraternal, education, charitable, welfare, social and other activities which further the interests of this organization and its membership, directly or indirectly;

(8) 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;

(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;

(11) To receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in the Bylaws and the International Constitution and for such additional purposes and objects 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 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 organizations, in the pursuit and attainment of the objectives set forth herein are for the benefit of the organization and its members.

## **Section 5**

### **ELIGIBILITY FOR MEMBERSHIP**

Eligibility to 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.

## **Section 6**

### **OFFICERS**

The officers, of this Local Union shall be the President, Vice President, Secretary-Treasurer, Recording Secretary and three (3) Trustees. These officers shall constitute the Executive Board of the Union. The term of office of all officers shall commence on the first of January in the year following the election.

## **Section 7**

### **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. He shall appoint committees with the approval of the Executive Board and shall also have the right to serve on all committees by virtue of his 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, Principle Executive Officer, or membership from time to time.

(B) The President shall decide all questions of order during membership meetings, 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. The President shall not vote on motions pending before the membership meeting except to cast the deciding vote when a tie occurs on any question. The President shall announce the result of all votes and enforce all fines and penalties, and shall have the power to call special meetings as provided in Section 19(B). The President shall have the right to vote on all matters at meetings of the Executive Board.

## **Section 8**

### **DUTIES OF THE PRINCIPLE EXECUTIVE OFFICER**

(A) The President shall be the Principle Executive Officer of this organization. He shall, in general, supervise, conduct and control all of the business and affairs of the Local Union, its officers and employees. He shall determine the number of clerical employees of the Local Union, subject to the approval of the Executive Board. He shall also select the attorneys, accountants or other special or expert services to be retained by the Local, subject to the approval of the Executive Board. In the event the Executive Board refuses to approve the Principle Officer's choice of expert services, the Principle Officer may present his choice to a duly noticed meeting of the membership for approval. He shall have charge and supervision of all the officers and employees of the Local Union including elected Business Representatives. He shall have the power to appoint, suspend, or discharge all appointive organizers and clerical employees. He shall have the power to appoint, suspend, or discharge all appointive Business Representatives, subject to the approval of the Executive Board. The Principle Executive Officer shall also have charge of all labor controversies involving the Local Union.

(B) The Principle Officer subject to the provisions of Article XXIII, Section 3 of the International Constitution, together with the Secretary-Treasurer shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, and perform such other duties as the International Constitution, these Bylaws or other law may require of him.

(1) The Principle Officer, Secretary-Treasurer, Vice President and Recording Secretary are the only authorized signatures of checks on bank accounts. All checks require two (2) individual signatures from the aforementioned Officers, one (1) which must be either the Principle Officer or the Secretary-Treasurer.

(C) The Principle Officer in conjunction with the Secretary-Treasurer 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. 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.

(D) The Principle Officer shall have authority to interpret these Bylaws and to decide all questions of law hereunder, between meetings of the Local Union Executive Board.

(E) The Principle Officer shall preside at meetings of the Local Union Executive Board, shall enforce the International Constitution, these Bylaws and rules of order adopted by this Union and shall ensure that all officers perform their respective duties. He shall also have the right to serve on all committees by virtue of his office.

## **Section 9**

### **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. He shall perform such other duties and render such assistance as may be directed by the Principle Executive Officer or by the President.

## **Section 10**

### **DUTIES OF THE SECRETARY-TREASURER**

(A) The Secretary-Treasurer shall perform all the duties imposed upon the Local Union Secretary-Treasurer by the International Constitution and 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 by the Principle Executive Officer, the Local Union Executive Board or the members by resolution. He shall see that all notices and reports shall be given in accordance with the provisions of the International Constitution and these Bylaws or as required by law. He shall make at least quarterly a report including the assets and liabilities of the Local Union, and shall keep itemized records, showing the

source of all monies received and spent, and shall keep records, vouchers, work sheets, books and accounts and all resolutions to verify such report.

(B) The Secretary-Treasurer upon request of any member shall make available to the member a copy of the last annual report. He shall also make available for inspection by any member or members at the Local Union's Principle Office during regular business hours any prior annual report and any other document which is subject by statute to such inspection. Copying of any financial report to which a member is entitled by law shall be permitted provided that the member pays the actual cost of duplication. Membership lists may not be copied.

(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 Local Union Executive Board, as prepared by the Recording Secretary, or such other person as is authorized to take such proceedings; and shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon the request of any person in writing or made in person to the Secretary-Treasurer during regular hours at the principle office, he shall provide one (1) copy of the collective bargaining agreement made by the Local Union with the employer of such person, if the person making such request establishes that he is an employee directly affected by such an agreement. The Secretary-Treasurer may require a receipt from such person, He shall also maintain at the principle office of the Local Union copies of agreements which affect members of this Union, which agreements shall be available for inspection by any member during the regular business hours maintained at the principle office of the Local Union.

(D) The Secretary-Treasurer shall keep a correct account of all monies paid to and paid out by the Local Union and shall provide receipts for any dues, initiation fees, or other fees, assessments or fines or other monies received. The Secretary-Treasurer will not make any payments from the Local Union's funds until receiving bills or receipts evidencing the goods or services paid for. The Local Union Secretary-Treasurer shall enter all receipts in the name of the Local Union and shall deposit all monies in accordance with Article X, Section 9 of the International Constitution.

(E) The Secretary-Treasurer must report the names and addresses of all new members coming into the Local Union to the General Secretary-Treasurer and shall send to the General Secretary-Treasurer a revised list of the names and addresses of all members in good standing in the Local Union on a current basis. Membership lists shall not be open to inspection by any member except as, and to the extent, required by law.

(F) Whenever a Secretary-Treasurer's term of office expires or is otherwise terminated, he must see that his successor is properly bonded and a copy of the bond sent to the office of the General Secretary-Treasurer before he transfers to his successor in office the funds, papers, documents, records, vouchers, worksheets, books, money and other property of the organization. All such records, vouchers, worksheets, receipts, books, reports and documents shall be preserved and retained at the Local Union's principle office for a period of six (6) years.

(G) The Secretary-Treasurer shall provide each 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.

## **Section 11**

### **DUTIES OF RECORDING SECRETARY**

It shall be the function of the Recording Secretary to attend general membership meetings of the Local Union and the Local Union Executive Board and to keep minutes of the proceedings. Minutes shall reflect motions made at meetings and shall specify their adoption or rejection. Minutes shall specifically include all financial transactions approved at the meeting.

The Recording Secretary shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the Principle Executive Officer or authorized by membership resolution. In his 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 every meeting of the members involved. Minutes of craft or class meetings shall be read and approved at the next following meeting of the craft or class involved. Minutes of meetings shall be official records of the Local Union and shall be maintained at the Local Union's principle office.

## **Section 12**

### **DUTIES OF TRUSTEES**

It shall be the duty of the Trustees to conduct or have conducted a monthly (quarterly if the Local Union has quarterly dues) examination of the books of the Local Union and results thereof shall be reported at the next regular membership meeting. They shall sign the books of the Secretary-Treasurer 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 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. The Trustee's reports shall be sent to the General Secretary-Treasurer as required by the International Constitution. They shall receive and review the original surety bond covering each officer, employee and representative of the Local Union's principle office. They shall have the duty to see that such bonds are current and enforceable. In the event of the unavailability of a Trustee, the remaining Trustees or Trustee shall perform the above functions. In performing their functions, the Trustees may avail themselves of the services of the Certified Public Accountants retained by the Local Union Executive Board.

## Section 13

### BUSINESS REPRESENTATIVES AND EXECUTIVE COUNCILS

#### (A) Business Representatives

Business Representatives shall be appointed by the Principle Officer, with the Executive Board approval, and may be removed at will only by the appointing authority. Elected officers may be appointed as Business Representatives.

#### (B) Executive Council

(1) Election: Executive Council members at each Carrier shall be elected by vote of the membership of their respective craft or class. The Council Member(s) receiving the largest number of votes shall be the duly elected Council member(s). The Executive Board shall determine the number of Council members to be elected in each craft or class at each Carrier. An election for Council members shall take place as determined by the Executive Board, but not less than every two (2) years. Once duly elected in such manner, Council member(s) may not be removed from office except by special impeachment vote of their respective constituency, or by regular scheduled election.

(2) Impeachment: If at least twenty-five percent (25%) of the membership in a craft or class, at a Carrier petition the Executive Board for the election of a new Council member(s) for that craft or class, at a Carrier, a new election for a Council member(s) shall be held, unless the petition is filed with the Executive Board within sixty (60) days of a scheduled Council member(s) election. If the then duly elected Council member(s) is voted out of office by a majority voting in such impeachment election, the Executive Board shall appoint a temporary Council member(s) until such time as another election can be conducted.

(3) Appointment: In the event there are not enough candidates proposed for an Executive Council election, the Executive Board shall appoint the Council member(s) until such time that an election for Council member(s) can be conducted.

(4) Authority: The authority of the Executive Council member(s), whether elected or appointed, shall include, but not limited to the following duties and activities.

a. The investigation and presentation of grievances with his employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement;

b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

- (i) have been reduced to writing; or
  - (ii) if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.
- c. The appointment of the various Committees, such as the Professional Standards Committee, Communication Committee, Safety Committee, Negotiations Committee, Contract Committee, Hotel Committee, Scheduling Committee and other such Committees as may be necessary.
- d. The Executive Council have no authority to take strike action, or any other action not set forth in these Bylaws, or any other action interrupting the business of his/her employer, except as specifically authorized by official action of the Local Union.
- e. It is further understood that the Executive Council Bylaws created for each Carrier shall not take precedence over, or shall not conflict with these Local Union Bylaws or the International Constitution.

#### **Section 14**

#### **POWERS AND DUTIES OF LOCAL UNION EXECUTIVE BOARD**

(A) Except as may be otherwise provided in these Bylaws, the Local Union Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to manage, invest, expend, contribute, use borrow, lend and acquire Local Union funds and property in the pursuit of 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 the 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 Local Union Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby empowered 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 for the officers and Business Representatives and establish the allowances, direct and indirect disbursements, expenses and reimbursement of expenses for officers and Business Representatives. Changes in the salaries, allowances or expenses of the officers and Business Representatives, 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 Representative receives a salary, allowance or expense in his officer capacity or in his Business Representative capacity. The Local Union Executive Board may establish a dues check-off procedure for Local Union officers and employees belonging to this Local Union;

(3) Loan and borrow monies directly and indirectly for such purposes and with such security, if any, as it deems appropriate, and with such arrangements for repayment as it deems appropriate all to the extent provided by law;

(4) Approve the Principle Executive Officer's employment or clerical employees, attorneys, accountants, and such other special or expert services as may be required for the organization and secure an audit of the books of this organization by a certified public accountant at least once a year;

(5) 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 actions of any nature, subject to the provisions 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;

(6) Fill all 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;

(7) Transact all business and manage and direct the affairs of the Local Union between membership meetings, except as may otherwise be herein provided; 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 for specific and temporary purposes and on condition that the action of such officer or agent be ratified by the Local Union Executive Board, the Local Union Executive Board shall designate other officers for the President or the Secretary-Treasurer for the purpose of signing checks to pay bills or to exercise any other functions of their offices in the event that either shall refuse to act or shall become ill or otherwise incapacitated;

(8) 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 pay therefore either wholly or partly in money or otherwise. Specific authorization at membership meeting shall be required for such expenditures, excepting for routine expenditures not of a substantial nature;

(9) 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, subject to approval (except as to form) at a membership meeting;

(10) Create, issue, and make deeds, mortgages, trust agreements, contracts, and negotiable instruments secured by mortgage or otherwise as provided by resolution of membership, and do every other act or thing necessary to effectuate the same;

(11) Create trusts, the primary purpose of which is to provide benefits for the members or their beneficiaries, and terminate and effectuate the same, all subject to approval (except as to form) by the membership;

(12) Appoint trustees of Health and Welfare or Pension Trust Funds negotiated directly by the Local Union, and to which the Local is the only union party, subject to approval of the membership;

(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) Determine the manner in which referendums shall be held, subject to review and modification by the General President, as permitted by Article VI, Section 1(h) of the International Constitution;

(15) Affiliate this Local Union with Joint Council No. 69 and the Indiana Conference, in addition to these, such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do and maintain such affiliations in good standing at all times;

(16) Enter into jurisdictional settlements and comply with jurisdiction awards on behalf of the Local Union, in accordance with the policies and directives of the International Union;

(17) Review interpretations of these Bylaws rendered between meetings by the Principle 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;

(18) 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 Union and for the benefit of the organization and its members.

(B) The Local Union 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 Local Union Executive shall hold meetings at such time and place as shall be determined by the President, upon notice to all Board members. The President shall have the right to vote any question pending before said meeting except where such vote would create a tie. The meetings of the Local Union Executive Board shall be no less frequent than meetings of the Local Union.

(D) It shall be a requirement that at least five (5) members of the Executive Board be present to constitute a quorum for the transaction of business at any meeting of the Board. The action of a majority of the Local Union Executive Board present at a meeting at which a quorum is present shall be the action of the Board.

(E) By action of the Local Union Executive Board, which action shall be recorded in the Executive Board meeting minutes, 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 Local Union Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, facsimile letter or telephone. When action by the Local Union Executive Board is required, the Principle Executive Officer may obtain same by telegraphing, writing or telephoning members of the Executive Board and such members may take action on the matter brought to their attention in the same manner; provided however, that whenever action is sought by any of the foregoing methods, all members of the Executive Board shall be polled. Such action so taken by the majority of the members of the Local Union Executive Board shall constitute action of the Board as though the Board were in formal session; provided, however, that any such action shall be confirmed at the next formal session of the Executive Board.

(G) If the Executive Board is deadlocked for two (2) consecutive meetings on any matter within its exclusive authority under this Section of the Bylaws, the matter shall be referred to the membership for resolution.

## Section 15

### OFFICERS- GENERALLY

(A) All officers of the Local Union and affiliated bodies when installed after election shall be required to take the following oath of office: I, \_\_\_\_\_, do 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 their needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union and 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, that 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) All officers are required to carry out their respective duties. In the event an officer declines to perform his duties as prescribed by the International Constitution, these Bylaws or by law, he shall be subject to charges filed in accordance with Article XIX of the International Constitution and Section 21 of these Bylaws. In appropriate situations in which misconduct or failure to perform duties assigned by these Bylaws jeopardizes the interests of the Local Union, an officer may be subject to summary removal from office, in accordance with Article XIX, Section 1(f) of the International Constitution.

(C) 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 authority and power under these Bylaws shall not be the basis for any personal liability against such officer.

(D) 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 on behalf of the Local Union or as an officer or employee thereof, but accidental default shall not be considered a violation of the duty imposed by this Section.

(E) All officers in the performance of their duties shall adhere to the terms of these Bylaws and the International Constitution.

(F) The officers, Business Representatives, other representatives of the Local Union, and Stewards 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 duties in handling funds and property of the Local Union. The

failure or refusal by an officer, Business Representative, other representative of this Local Union or Steward, upon demand of the Local Union Executive Board or of any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his duties or in handling funds and property of the Local Union 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 Section 21 hereof.

(G) The elected officers and Business Representatives of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position. The Principle Executive Officer shall have first priority. After the Principle Officer, the remaining delegates shall be selected from the elected officers and elected Business Representatives (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 Representative in order of number of votes received in the most recent election.

## **Section 16**

### **EXPENSES AND AUTOMOBILES**

#### **(A) Allowances**

Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and received no compensation for overtime and premium pay; 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 more than 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 and 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, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly, or monthly) as the Local Union Executive Board may determine but, in no event, in excess of that provided by the International Union to International Officers, except with specific advance approval of the membership. Where such an allowance has been granted, there shall be no need to make a daily or other accounting to the Local Union Membership.

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, provided that no officer or employee receives more than one payment for the same expense.

(B) Expenses

When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representatives upon receipt of itemized vouchers from him or the supplier of such services, provided that the representative does not receive an allowance for these expenses or reimbursement from any other source.

(C) Automobile Allowance

The Local Union may provide its officers or representatives, who are full time employees of the Local Union with automobiles upon authorization of the membership, or in lieu thereof, they may be paid an allowance for use of their automobiles in such amount or at such rate as shall be approved by the Local Union Executive Board. In such instances where the Local Union provides an automobile, title to the automobile shall remain in the name of the Local Union, until such time as the Local Union decides to dispose of the vehicle. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such automobiles and are responsible for their 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 automobiles on a round-the-clock basis when the automobiles are not required on Union business, but shall not be used during periods of vacation.

(D) Benefits

The Local Union 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 vacation 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 compensation and allowances. Any such benefit adopted by the Executive Board shall be specifically set forth in the minutes of the Executive Board meetings. The Principle Executive Officer, with Executive Board approval, is authorized to make to any local Union officer or employee advances on his salary and/or vacation pay, within the restrictions of applicable law.

## **Section 17**

### **NOMINATIONS AND ELECTIONS OF OFFICERS: RULES**

(A) Time of Nominations and Elections

Nominations for the election of officers shall be conducted in the month of September subject to the provisions of the International Constitution. The election of officers shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and

elections and such time and place and other relevant arrangements shall be convenient to the greatest possible participation by all the members.

The term of office of Local Union officers and elected Business Representatives shall not be for a lesser period than three (3) years, except where necessary to bring terms of office of all officers in concurrence or in order to provide for a schedule of nominations and elections in accordance with Article XXII, Section 4 (a) of the International Constitution.

(B) Notice of Rules, Nominations, and Election

At least twenty (20) days prior to the date of the beginning of the nomination period, specific notice of the period of time in which written nominations shall be accepted 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 nominations and election may be combined); each member shall be advised in such notice that the election rules are set forth in the Bylaws and International Constitution which are available upon request.

(C) Eligibility of Members

(1) Every member whose dues are paid up through the month which is prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Local Union pursuant to his 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 card in the month immediately following the month for which it was effective and pays his 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 each month or months 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 good standing status for any month in which his dues have been withheld by his employer for payment to the Local Union pursuant to his 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 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 the 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 nomination if a challenge is made based on 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.

(D) Nomination Procedures

(1) Nominations shall be held in accordance with provisions of Section 17(A) above and in accordance with any other procedural rules adopted by the Local Union Executive Board.

(2) Nominations shall be made by a member in good standing other than a nominee and seconded by a member in good standing other than the nominee. When submitting the nominations of officers by mail, the name, social security number and signature of the nominator; the name, social security number and signature of the seconder; the position to which the member is being nominated and the name, social security number and signature of the nominee shall appear to indicate his/her acceptance. Candidates are advised to verify the good standing status of their nominator and seconder prior to the nomination being submitted.

(3) Every member eligible to nominate candidates shall be entitled to nominate or second the nomination of one (1) candidate, but only one (1), for each office open. Prospective candidates may not nominate themselves or second their own nomination.

(4) The period of time in which nominations shall be accepted during the month of September shall be determined by the Local Union Executive Board, but in no event shall said period be less than fifteen (15) calendar days.

(5) If an election committee is used, after nominations, each candidate for the office of President, Secretary-Treasurer, Vice President and Recording Secretary may designate one (1) member for service thereon who shall thereupon be appointed by the President.

(6) In the event only one (1) candidate is nominated for any office, no election shall be conducted for each office unless required by law, and such unopposed candidate shall be declared elected by acclamation, effective as of the conclusion of the term of the incumbent.

(7) A member otherwise eligible to run for office shall become a bona fide candidate only upon his nomination for office and acceptance of the nomination. To be eligible to nominate and otherwise participate in the nomination process, a member must have his dues paid through the month prior to the month in which the nominations are being accepted. Candidates must accept the nomination at the time made and may accept nomination for only one office. After a candidate has accepted nomination, he may not, under any circumstances, revoke his acceptance after the ballots are printed, except where as a result of the revocation the remaining candidate is unopposed.

(8) If any nominee should die before the election, his 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 with they occur during a term of office as provided in Section 14(A)(6).

(9) If there is only one (1) nominee for an office and he is finally ruled ineligible after the conclusion of the nomination period, then the office shall be filled by appointment by the newly-elected Local Union Executive Board.

(E) Elections

(1) The election of officers shall be conducted by mail referendum balloting in accordance with the procedures promulgated by the International Union and the United States Department of Labor. Ballots shall be mailed to all active members and shall be returnable to a secure post office box not earlier than thirty (30) days after the nomination period has ended. Candidates shall have the right to have their observers present at all phases of the ballot processing procedure.

(2) 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. 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.

(3) Each candidate, at his own expense, shall have the right to have an observer other than himself present for the distribution, collection and tabulation of the ballots. 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. If votes are challenged, such challenge shall be made in writing at the time of the counting of the ballots with the specific reasons given for the challenge. Challenges shall be investigated to determine their validity if the challenged ballots are sufficient in number to affect the results of the election. The blank envelope containing the challenged ballot shall not be opened until such time as all challenges have been ruled upon. Candidates shall have the right to be present at the counting of the ballots.

(4) To be eligible to vote in the election, a member must have his 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. 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. The officers-elect may be installed at the next meeting following their election. In the event of a tie vote, the tie vote shall be resolved in accordance with the procedures adopted by the Local Union Executive Board, except in the case of a tie for the office of Principle Officer of the Local Union, in which case there shall be a re-election between only the candidates who have tied for the highest number of votes and only for that principle office. The officers-elect shall take office at the end of the term of the incumbent officers, regardless of the date of installation. Except as provided above, no runoff election shall be held.

(5) No officer may run for another office in this Local Union, the term of which covers part of his current term, unless he resigns from his current office, effective upon the certification of the results of the election. He shall announce his intention to resign not later than fifteen (15) days prior to the beginning of the nomination period. He will not be eligible for appointment to the vacancy created by his resignation. No officer may hold another office in any other local union (other than a trusted local union) during his term of office, except by authorization of the General President and the Local Union involved.

(6) 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 for that office.

(7) 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 in Article XXII, Section 2(b) of the International Constitution regarding entering into contracts for personal services.

(F) Duties of Secretary-Treasurer in Connection with Nominations and Election

(1) The Secretary-Treasurer shall at least twenty (20) days prior to the beginning of the nomination period give notice, as above provided, to the membership of the dates of the nomination period and the offices for which nominations will be in order in connection with the election. Such notice shall be given in the manner determined by the Local Union Executive Board, consistent with these rules.

(2) The Secretary-Treasurer shall review the eligibility to hold office of any member at such member's request and shall make a report on the eligibility of that member within five (5) days thereafter to any interested member. After the nomination period has ended and nominations are closed, the Secretary-Treasurer shall review the eligibility of all candidates, their nominators and seconders and certify their eligibility to run for office. The Secretary-Treasurer shall immediately notify all nominees of their eligibility status and shall specifically notify any disqualified nominee of the reason for said disqualification.

(3) 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. 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 at the principle 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 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 rata basis.

(4) The Secretary-Treasurer, to the extent required by law, shall upon reasonable notice make available for inspection by any bona fide candidate the

membership list of the Local Union covered by union security agreements once within thirty (30) days prior to the end of the election period. No candidate shall be permitted by the Secretary-Treasurer to copy any names or addresses of employees shown on such list and such inspection must be made in the presence of the Secretary-Treasurer or his designee.

(5) The Secretary-Treasurer shall retain copies of all requests for distribution for campaign literature and copies thereof, shall make a record of the date the literature was distributed, the cost thereof and the amount received therefore, and shall also retain a copy of the notices of nominations and of the election, a copy of the ballot, the official tally sheet submitted by the tellers, all ballots, ballot return envelopes and such other records including election rules as shall relate to the conduct of the election. All such copies and records shall be retained for one year.

(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 designee. 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 such member within forty-eight (48) hours of his knowledge of the event complained of and shall specify the exact nature and specifications of protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer who shall refer the protest or charges to the Local Union 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 such member within seventy-two (72) hours setting forth the exact nature and specifications of the protest and his claim as to how it has affected the outcome of the election. Such protest or charge shall be made to the Secretary-Treasurer of the Joint Council, or State Conference, if there is no Joint Council, with which the Local Union is affiliated and the protest or charge shall be referred to the Executive Board for disposition. The decision of the Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention.

## Section 18

### DUES AND INITIATION FEES

(A) The monthly dues of the organization shall be 1.56% of monthly guarantee salary, or a minimum of \$15.00 per month, whichever is greater. In no event shall monthly dues be less than the minimum established in the International Constitution. The minimum monthly dues of this organization shall be calculated on the basis of the formula set forth in Article X, Section 3(d) of the International Constitution.

(B) Initiation fees for membership in this organization shall be \$150.00 dollars. However, the initiation fee may be waived or reduced in connection with the organization of unorganized employees at the discretion of the Local Union Executive Board.

(C) Reinitiation fees shall be \$50.00 dollars.

(D) Any member who shall be three months in arrears in the payment of dues, fines, assessments, or other charges, shall automatically stand suspended at the end of the third 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 shall be under a continuing obligation to pay dues during the period of his suspension. Upon payment of the delinquent dues and reinitiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status 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 reinitiation fees.

(E) General or Special assessments and levies may be made from time to time in the manner provided hereinafter.

(F) 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 by a vote of the membership in accordance with the following procedures:

(1) Reasonable notice shall be given to the membership that a mail referendum vote will be taken concerning the question of whether or not monthly dues, initiation fees, reinstatement fees, general or special assessments shall be increased or levied. The notice shall indicate that a proposed increase or assessment is to be voted on.

(2) The mail referendum vote of the membership on the question of whether or not monthly dues, initiation fees, reinstatement fees, general or special assessments shall be increased or levied shall be conducted in accordance with the same procedures for conducting the election of Union officers, as such procedures would apply.

(3) A majority vote by secret ballot of the members in good standing voting by mail referendum shall decide the issue.

(4) This provision supersedes Section 29 (Amendments) with respect to changing the dues and fees set forth in these Bylaws.

## **Section 19**

### **MEETINGS**

Membership meetings shall be general or special.

#### **(A) General Membership Meetings**

(1) General membership meetings shall be held monthly or more often as determined by the Executive Board and at such place and time as shall be designated by the Local Union Executive Board. The time and place of meeting in effect when these Bylaws are adopted shall continue until changed by the Local Union Executive Board upon reasonable and adequate notice to the membership.

(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 Local Union Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his 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.

If it should appear to the presiding Chairman that any member is so conducting himself to constitute a threat to the orderly conduct of the business of the meeting, he may order him ejected, subject to appeal to the membership.

At any time when in the judgment of the presiding Chairman of the meeting it appears that the meeting has become so disorderly as to prevent proper deliberation on the matters which might properly come before the meeting, the presiding Chairman shall have the right to adjourn such meeting forthwith, upon his own motion, and without second, and even though there may be other motions on the floor. There shall be no appeal from such action since it is taken as result of conditions which would prevent orderly consideration of the appeal by the meeting.

If such action is taken by the presiding Chairman, the time and place for a subsequent meeting, if there is to be one, shall be determined by the Local Union Executive Board. If no such determination is made, then the next meeting shall be the next regularly scheduled meeting.

The presiding Chairman can detail members or other persons to remove persons who have been ordered removed, or to prevent attendance of members who are “under the influence” or disorderly without calling upon the police.

The rights of the members to attend meetings, to remain in such meetings or to participate in matters which come before such meetings are subject to the above powers and duties of the presiding Chairman and of the Local Union Executive Board.

(3) The Local Union Executive Board is authorized to permit membership meetings to be held on a craft or class basis or other similar basis as it shall consider appropriate considering the special needs of the organization so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at any such separate meeting provided herein on all matters which apply to the general membership, but such member shall be permitted to vote only at such separate craft or class meeting to which he has been assigned. Membership meetings permitted under this subsection shall be subject to all of the requirements of subsections (A)(1) and (2) above.

(4) When the Local Union Executive Board authorizes such meeting by craft and class each such meeting shall be conducted by the officers of the Local Union or by their designees and under the same procedures and rules as a general membership meeting, excepting only special meetings for limited purposes such as voting on contracts or strikes, handling of grievances, etc.

(5) On all matters which apply to the general membership, the votes of the meeting of each particular craft or class shall be totaled to determine the action of the Local Union is such matter.

(6) Members at each separate craft or class authorized to hold separate meetings may nominate candidates from their or any other craft or class for election to Union office; may vote separately on initiation fee, dues and assessments which apply to them alone, if higher than the minimum applicable to the general membership; and may, when authorized by the Local Union Executive Board, vote separately on approval or disapproval of, or on matters arising under, contracts applicable only to them, and strikes or other activities in which only they will participate.

(B) Special Meetings

Twenty percent (20%) of the members in good standing of the Local Union may submit a written petition for a special meeting to the President of the Local Union, setting forth the reasons therefore, and the President shall call the special meeting within a reasonable time. If the Local Union is comprised of employees of more than one employer, then no more than half of such twenty percent (20%) shall be from the same employer. If the President does not call

such meeting, the Local Union Executive Board shall call such meeting within fifteen (15) days of the original petition. The President may, on his 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.

(C) Quorum

The quorum of a general or special membership meeting shall be fifteen (15). The Local Union Executive Board shall establish the number constituting the quorum for craft or class meetings.

(D) Referendum

When a referendum is authorized by the Local Union Executive Board, reasonable notice shall be given by the Secretary-Treasurer of the time, date, place and question upon which the referendum is to be held. In a referendum, only members affected shall be permitted to vote concerning matters not affecting the entire membership. The Local Union Executive Board shall, at least ten (10) days in advance of the referendum, adopt rules and regulations for the conduct of the referendum.

(E) Subject to the provisions of Article VI, Section 1(h) of the International Constitution, every member eligible to vote in an election under Section 17(C)(1) shall be eligible to vote on any question before the membership meeting or in a referendum, except those members who are on layoff but who retain seniority at a company may vote on proposed collective bargaining agreements which affect them even if they are inactive by virtue of having taken a withdrawal card.

## **Section 20**

### **MEMBERSHIP**

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

(1) He shall have executed a written application for membership on a form provided by the Secretary-Treasurer.

(2) 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 one month's dues by cash.

(3) The Local Union shall have accepted his application and dues.

(4) 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 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) Good Standing

(1) A member shall lose his good standing membership in the organization by acceptance of a withdrawal card, by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws of the Constitution, or by non-payment 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 check-off dues to the Local Union on or before the last business day of the month. Payment of dues to an officer or steward authorized by this Local Union to collect such dues shall be deemed payment to the Local Union.

(2) A member in a suspended status because of his failure to pay his dues or other obligations as required by the International Constitution and these Bylaws may reinstate his good standing by the payment of all delinquent dues and other financial obligations.

(C) 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.

(2) When the Local Union is required to give to a member an honorable withdrawal card under the terms of the International Constitution and its Bylaws, it may provide for the continuance of Local Union benefits to such inactive member under conditions which it may set forth, but such inactive member shall not be permitted to hold office or vote, and shall have only such right to participate in the meetings and the affairs of the Local Union as shall be uniformly permitted by the Local Union Executive Board.

(3) A withdrawal card shall be issued to any member, including a Local Union officer, who has retired, except that a member who continues to

work at the craft, including employment with the International Union or any affiliates, shall be required to retain active membership.

(D) Supervisory Employees

Upon approval of these bylaws by the General President, Supervisory employees and such other classifications as the Local Union Executive Board may lawfully determine, shall take no part on committees selected to negotiate wages and working conditions with employers, and shall not be permitted to vote on any such agreement or on any vote to strike or take other action with respect to the agreement to which they may be subject or parties. Supervisory employees shall not be permitted to hold office unless permitted by federal, state, local or provincial law.

(E) Responsibility of Member to the Local Union

(1) Every member by virtue of his membership in this Local Union is obligated to abide by these Bylaws and International Constitution with respect to his 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, by virtue of his membership in the Local Union, authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his 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, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters. The Local Union and its officers and business representatives may decline to process any grievance, complaint, difficulty or dispute if in their reasonable judgment such grievance, complaint or dispute lacks merit. The provisions of Article XII, Section 2 relating to area, multi-area, national, company-wide or industry-wide contracts, shall supersede any provision of this Section.

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

(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 right, title or interest in 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) 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 form. 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

No provision of these Bylaws, rule of parliamentary procedure or action by the Local Union or its officers shall be administered in such a way as to deprive individual members of their rights under applicable law and the following membership rights:

(1) the right to nominate candidates or vote in elections or referendums 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, subject to the organization's established and reasonable rules;

(4) the right to information concerning the conduct of the Local Union business; and

(5) the right to institute an action in any court or in a proceeding before any administrative agency, irrespective of whether the Local 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 the intraunion remedies as required by the International Constitution and applicable law.

(6) For the purpose of Section 20(E) only, the term “meeting” includes any public meeting to which members of the Local Union are invited.

(7) All rights of members set forth in Section 20(E) shall be subject to reasonable application and subject to the right of the Local Union to impose reasonable limitations upon the exercise of these rights by the members.

## **Section 21**

### **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 group of laboring men and women, this Local 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) Trials. Every member charged with a violation of these Bylaws or the International Constitution shall be accorded a full and fair hearing as required by law. 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 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 the member charged or preferring the charges is a member of the Local Union Executive Board, or if a member of the Local Union Executive Board, or if a member of the Local Union Executive Board is unable to attend the hearing for any reason, then the Principle Executive Officer of the Local Union shall appoint an uninvolved member as a substitute. If either the

President or Secretary-Treasurer of the Local Union is charged or is preferring the charges, or is unable to attend the hearing for any reason, the other officer shall appoint a substitute. If both the President and the Secretary-Treasurer of the Local are charged or are preferring the charges, or for any reason are unable to attend the hearing, the remaining member 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.

Whenever the words "Joint Council" appear in other sections of these Bylaws, they shall mean Joint Council or State or Multi-State Joint Council and include State or Multi-State Conference in all matters relating to disputes and appeals where there is no chartered Joint Council.

(2) Charges. Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer of the body which is to hear the charges, who shall serve the charges and notice of the hearing upon the accused either in person or by 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 constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, dates and places. If charges are filed, the charging party must include in the charges all alleged offenses of which he has knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. He may not subsequently file additional charges based upon facts of which 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 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 that are substantially the same as 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 non-compliance with the decision handed down by a trial or appellate body, the member, elected Business Representative, 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 proceeding, 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 own evidence, rebut testimony against him, present witnesses favorable to him 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. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearings and shall have 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. 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.

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 proceedings shall be kept available at the Local Union's principle office until final disposition is made of these charges.

(6) Appeals. Appeals shall be taken pursuant to the provisions of Article XIX of the International Constitution.

## **Section 22**

### **BONDING**

(A) Every officer, representative, employee, other representatives of this Local Union or steward who handles funds or other property of this organization shall be bonded in accordance with the requirements of the International Constitution and applicable statute. The amount of bond required of each person shall be ascertained by the Local Union Executive Board, and the premium charges shall be paid out of the general funds of the Local Union.

(B) If the Local Union Executive Board, in its sole judgment, believes that it would be to the advantage of this organization to join with the International and/or any or all of its subordinate bodies or affiliated Local Unions in obtaining a bond or bonds covering persons in this Local Union and such other organizations under a bond or bonds issued to said International Union or other subordinate body, then, in such event the Local Union Executive Board is authorized and empowered to enter into such arrangement and pay from the general funds of this Local Union the cost for bonding these persons in this Local Union, but such surety coverage shall conform to the requirements set forth in Section 22(A).

(C) Should the bond of any person required to be bonded be canceled after surety coverages have been afforded, then such person shall be allowed thirty (30) days within which to arrange either for reinstatement of his coverage or the substitution of another bond meeting the requirements of Section 22(A) to take the place of the canceled bond. However, during the period such person or a new officer not covered by such surety bond, the Local Union Executive Board shall make whatever arrangements shall be necessary to relieve such person of the handling of any money or property of the Local Union.

(D) If an employee or officer referred to in Section 22(C) cannot within thirty (30) days provide the surety bond required in conformity with the provisions of Section 22(A), the Local Union Executive Board shall be authorized and empowered to permit him to remain in his office or position under such arrangements as it may consider reasonable, but shall not require or permit him to handle any of the money or control any of the property of the Local Union.

## **Section 23**

### **RULES OF ORDER**

The Local Union shall follow the Robert's Rules of Order, revised, if applicable when conducting any meeting of the Local Union, or such other Rules of Order as adopted by the Local Union Executive Board which shall, upon request, provide copies to any member.

## **Section 24**

### **STANDING COMMITTEES**

The Standing Committees of this Local Union shall be determined by the Executive Board and such committees shall perform such duties and functions as shall be assigned to them from time to time by the Local Union Executive Board.

## **Section 25**

### **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.

These Bylaws are subject to the Constitution and Bylaws of the International Brotherhood of Teamsters and applicable Conference and Joint Council Bylaws.

Neither this Local Union, nor any of its officers, business representatives or employees, has the power to make any contract or agreement or 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 or any of its officers, representatives or employees has been authorized or empowered to act as an agent of the International Union 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 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, and a contract or agreement for personal services shall not be binding beyond the expiration of the term of the Executive Board at the time such contract or agreement is made. This shall not prevent a 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.

## **Section 26**

### **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 a trustee for and in behalf of this Local Union, express or implied, which was created or established by this Local Union itself, or the members of

the Local Union or their beneficiaries, shall be given, contributed, donated or appropriated, either directly or indirectly, to aid or assist or be expended in behalf of any succeeding, dual or antagonistic labor organization or group, nor to any Local Union which is acting in violation of the Constitution of the International.

## **Section 27**

### **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 this Local Union, the Principle Executive Officer shall request the membership to submit written bargaining demands. The Local Union Executive Board shall determine whether such requests for bargaining demands shall be limited to the members in a particular craft or class.

(B) The Secretary-Treasurer shall submit to Joint Council 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.

Ratification of agreements or amendments shall be subject to a mail referendum vote in accordance with the procedures adopted by the Local Union Executive Board, with said procedures to be similar to the procedures utilized by the Local Union for the election of officers. Where a final contract proposal has been reduced to writing at the time it is to be submitted for vote, copies of the written proposal shall be made available to the affected membership. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Economic and Contracts Departments of the International Union within sixty (60) days after execution, together with a list of the 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 Economic and Contracts Departments 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 member of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the process of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the Constitution. The Local

Union Executive Board may, in its discretion, provide that the strike vote be limited to the members employed in a particular craft or class.

(D) Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement.

(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) Out-of-Work benefits shall be payable to members only as provided by and in accordance with the Constitution. The Secretary-Treasurer shall be responsible for securing of such benefits where the Local Union is eligible to receive them, executing all documents required by the International and returning all monies to 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 or by arbitration or otherwise may be terminated in such manner as the Local Union Executive Board shall determine appropriate.

## **Section 28**

### **SAVINGS CLAUSE**

(A) The provisions of these Bylaws relating to the payment of dues, assessments, fines or 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 such financial obligations imposed by or under the Constitution and Local Union 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 Union 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 section or subsection 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 section or subsection to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

(C) 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.

## **Section 29**

### **AMENDMENTS**

(A) Proposed amendments to the Bylaws shall be submitted in writing at a regular meeting of the Local Union only in January of each year upon initiation either by petition of seven (7) members in good standing, or by resolution of the Local Union Executive Board. Under no circumstances may these Bylaws be amended during a term of office to affect or modify the powers and duties of the incumbent officers or elected business representatives. Such amendments may be made effective only as of the beginning of the next term of office.

(B) The proposed amendments shall then be read at three (3) consecutive regular meetings of the membership or at least three (3) consecutive craft or class or similar meetings (if the Executive Board has determined that membership meetings be conducted on such basis), and voted on by secret ballot by mail referendum in accordance with the procedures established by the Executive Board. A majority vote of the members in good standing voting in such mail referendum shall be required for passage.

(C) Amendments to these Bylaws are subject to the approval of the General President, as provided in Article VI, Section 4 of the International Constitution and shall not be effective until such approval has been given.

(D) Nothing contained in Section 29 of these Bylaws shall preclude the Local Union Executive Board in the exercise of its discretion, from directing that a membership vote be conducted by mail referendum after appropriate notice and with safeguards to ensure the integrity of the balloting.

## **Section 30**

### **OBLIGATION**

Fellow worker, you will not 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, (give 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 non-members 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 disability, or national origin, or sexual orientation.

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.

### **Section 31**

#### **FISCAL YEAR**

The fiscal year of this organization shall commence on the first (1st) day of January.