

# **BYLAWS OF TEAMS DRIVERS, LOCAL 294**

## **Section 1 NAME**

**This Local Union shall be known as Team Drivers, Local 294, and is chartered by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.**

## **Section 2 JURISDICTION**

**The jurisdiction of this Local Union shall be as determined by the International Union from time to time.**

## **Section 3 PRINCIPAL OFFICE; TIME AND PLACE OF MONTHLY MEETINGS**

**(A) The principal office of this organization shall be located in the City of Albany, County of Albany, State of New York, 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 New York as the Local Union Executive Board may require from time to time, subject to the approval of the General Executive Board.**

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

## **Section 4 OBJECTS**

**(A) The objects 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 or sex;**

**(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 provide educational advancement and training for employees, members and officers;**

**(5) To safeguard, advance, and promote the principal 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;**

**(6) To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare,**

social, and other activities which further the interests of this organization and its membership, directly or indirectly;

(7) To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization;

(8) To engage in community activities which will advance the interests of this organization and its members in the community and in the nation, directly or indirectly;

(9) To protect and preserve the Union as an institution and to perform its legal and contractual obligations;

(10) To carry out the objectives of the International Union as an affiliate thereof and its duties as such an affiliate;

(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 these 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 cannot be resolved in isolation but require achievement of a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time; we, therefore, determine and assert that the participation of this labor organization, individually and with other 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 THE OFFICE OF THE PRESIDENT AND

## **BUSINESS AGENT - PRESIDENT'S DUTIES**

**(A) It shall be the duty of the President to preside at meetings of this Local Union and of the Local Union Executive Board, to preserve order therein, and to enforce the International Constitution, these Bylaws and the rules of order adopted by this Union, and to see that all officers perform their respective duties. He 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 or membership from time to time.**

**(B) The President shall decide all questions of order, subject to an appeal to the membership, if a valid objection has been taken by an interested member, which appeal shall be determined by a majority vote of the members present and voting at a regular scheduled membership meeting. The President shall also have the right to vote in the election of officers, shall cast the deciding vote when a tie occurs on any question, 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 18(B).**

**(C) The President shall be the principal executive officer of this organization. He shall in general, supervise, conduct and control all of its business and affairs of this organization, its officers and employees, including without limitation, the right to appoint members of the Union to chair meetings and to preserve order herein.**

**(D) The President,, subject to the provisions of Article XXIII, Section 3, of the International Constitution, together with the (Secretary-Treasurer) shall sign all official documents, deeds, mortgage bonds, contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these Bylaws or law may require of him.**

**(E) The President, 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.**

**(F) The President shall have charge and supervision of all the officers and employees of this organization and shall have power to appoint, suspend or discharge all appointive organizers, appointive Business Agents, Assistant Business Agents and employees. However, the President shall not appoint anyone who has**

been convicted or plead guilty to a felony offense. Vacancies occurring during the term of elected business agents, caused by death, resignation, shall be filled by appointment. Such appointment shall be made by the President and the appointee shall serve for the unexpired term of the vacancy. Executive officers are not disqualified from also service as appointive Business Agents. The President shall appoint all committees.

(G) The President shall also have charge of all labor controversies involving this union.

(H) The President shall have the authority to interpret these Bylaws and to decide all questions of law thereunder, between meetings of the Local Union Executive Board.

(I) Appoint Trustees of Health and Welfare or Pension Trust Funds negotiated directly by the Local Union, and to which the Local Union is a party privileged to name trustees.

#### Section 8 DUTIES OF THE VICE PRESIDENT

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

#### Section 9 THE OFFICE OF THE SECRETARY-TREASURER AND BUSINESS AGENT, SECRETARY-TREASURER'S DUTIES

(A) The Secretary-Treasurer shall perform all the duties imposed upon 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 President, 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 at a membership meeting giving the financial standing 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 principal office during regular business hours any prior annual report and any other document which is subject by statute to such inspection, provided, however, if copying is

desired by any member, the matter shall be submitted to the membership at the next scheduled meeting, Membership lists may not be copied.

(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 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 principal 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 principal office of the Local Union copies of agreements made or received by the organization where another labor organization subordinate of the International Brotherhood of Teamsters has negotiated such a contract, and the represented by this Local Union are directly affected by such agreement, during the regular hours maintained at the principal 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 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 General Office before he transfers to his successor in office the funds, papers, documents, records, vouchers, worksheets, books, money and other property of the organization. Until the successor furnishes a proper bond, the incumbent Secretary-Treasurer shall continue to perform the duties of such office and maintain his position. All such records, vouchers, worksheets, receipts, books, reports, and documents shall be preserved and retained at the Local Union's principal office for a period of six years.

**Section 10**  
**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. He shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the President or authorized by membership resolution. In his absence, the President shall appoint a member to act as Recording Secretary pro tempore who shall have the duties set forth above. The President shall appoint a member or members to keep minutes of meetings which are held by division or craft. The minutes of every meeting of the Local Union Executive Board and the Local Union shall be read and approved at the next following meeting of the members involved. Minutes of division or craft meetings shall be read and approved at the next following meeting of the division or craft involved.**

**Section 11**  
**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 the results thereof shall be reported at the next regular membership meeting. They shall sign the books of the Secretary-Treasurer only if they find no irregularity. 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 Trustees' 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 required to be bonded, and retain it at the Local Union's principal 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 Public Accountants.**

**Section 12**  
**(A) Business Agents and Stewards**

**Business Agents shall be elected by the membership at the same time that officers are elected and shall serve the same term as the elected officers. Stewards shall be appointed by the Union and**

shall serve until resignation, or removal, or replacement by the Union.

**(B) Warden and conductor**

A Warden and a Conductor may be appointed by the Chair and may be removed by him. If appointed, the Warden shall have charge of the inner door and shall not admit any member who is not in good standing. He shall not allow any member under the influence of alcohol to enter the meeting place. He shall assist the Chair in maintaining order.

It shall be the duty of the Conductor to assist the Warden and to bring the proposed new members to be obligated as members. He shall also escort all guests to the Chair. He shall perform the duties of the Warden in the absence of the Warden.

**Section 13  
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. 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)** provide the salaries for the officers and Business Agents, and provide the allowances, direct and indirect disbursements, expenses and reimbursement of expenses for officers and Business Agents;

**(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)** provide for the employment of clerical employees, attorneys, accountants, and for 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 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 if, in its judgement, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization;**

**(6) fill any vacancies that occur during the term of such office, except as provided in Section 7, subsection (F) However, the Executive Board shall not appoint anyone who has been convicted or plead guilty to a felony offense.**

**(7) transact all business and manage and direct the affairs of the Local Union between membership meetings except as may otherwise as 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 or agent be ratified by the Local Union Executive Board; the Local Union Executive Board shall designate other officers for the President or 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 a 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 the 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 of their beneficiaries, and**



to terminate and effectuate the same, all subject to approval (except as to form) by the membership;

(12) 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;

(13) determine the manner in which referendums shall be held, subject to the approval of the General President;

(14) affiliate this Local Union with Joint Council No. 96 and Eastern Conference of Teamsters, and, 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;

(15) enter into jurisdictional settlements and comply with jurisdictional awards in behalf of the Local Union, with the approval of, or in accordance with the directions of, the International Union;

(16) do all acts, not expressly authorized herein, which are necessary or proper in implementation of the above duties for the protection of the property of the Local and for the benefit of the organization and members.

(B) The 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. The Executive Board shall conduct the investigation, directly or through a Special Counsel who does not represent the Local Union, its affiliated funds, Joint Council 18, or any of its affiliated funds. Upon completion of the investigation by the Executive Board or Special Counsel, including a hearing if requested, there shall be a direction from the Board or a recommendation from the Special Counsel to the Board. The Board shall take appropriate action to protect the interests of the Union and the membership. If the conduct of any Executive Board member is the subject of the investigation, that officer shall be disqualified from participating in any vote in this matter.

(C) The Local Union Executive Board shall hold meetings at such time and place as shall be determined by the President, upon notice to all Board members.

(D) A majority of the Local Union Executive Board shall 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, 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.

(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, letter or telephone. When action by the Local Union Executive Board is required, the President may obtain same by telegraphing, writing or telephoning to the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner. Such action so taken by 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.

(G) The Local Union Executive Board shall determine applicable reinstatement and initiation fees which shall be uniformly applied to each class or cases.

#### Section 14 OFFICERS - GENERALLY

(A) All officers of this Local Union when installed after election shall be required to take the following obligation of office:

I .... (give name) .... do most sincerely promise, upon my brotherly honor, that I will truly and faithfully, to the best of my ability, perform the duties of my office, for the ensuing term, as prescribed in the Constitution and Bylaws of this Union, and as an officer of this Union, will at all times endeavor, both by counsel and example, to promote harmony and preserve the dignity of its sessions.

I further promise, that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office.

(B) The right to assume office or hold office or position in the Local Union, as distinguished from accrued or vested benefits, shall never be deemed a property right, but shall be a personal privilege and honor only. Any action taken by an officer in good faith and within the scope of his authority and power under these Bylaws shall not be the basis for any personal liability against such officer.

(C) All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any federal or state agency either for and in 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.

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

**(E) The officers, business agents, stewards and other representatives of this Local Union occupy positions of trust in relation to the Local Union and its members as a group and are, therefore, accountable to the membership with respect to the performance of their duties in handling funds and property of the Local Union. The failure or refusal by an officer, business agent, steward or other representative of this Local Union , 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 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 20 hereof.**

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

## **Section 15 EXPENSES AND AUTOMOBILES**

### **(A) Allowances**

**Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and receive no compensation for overtime or 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 and there shall be no need to make a daily or other accounting to the Local Union membership for such allowance.**

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.

**(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 representative upon receipt of itemized vouchers from him or the supplier of such services.

**(C) Automobile allowance**

The Local Union may provide its officers or representatives with automobiles upon authorization of the membership, or in lieu thereof, they may be paid an allowance for use of their 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 at all times in the name of the Local Union. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such 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, continuous basis, including private use when the automobiles are not required on Union business. Upon authorization of the Local Union Executive Board, the President is empowered to sell, exchange or lease automobiles or arrange financing therefor in behalf of the Local Union.

**(D) Benefits**

(1) The Local Union Executive Board may from time to time provide their terms and conditions of employment for

officers, employees and representatives of this organization including, but not limited to, such fringe benefits as

vacations with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, health and welfare and retirement benefits and activities, and facilities relating thereto, and may from

time to time provide changes therein, as well as additional compensation and allowances. The Local Union Executive Board or the President is authorized to make to any Local Union

officer or employee advances on his salary and/or vacation pay.

**(2) All present terms, conditions and benefits of**

**employment of officers and representatives of this organization shall be continued and may not be diminished or discontinued, including retirement benefits or other emoluments not herein specifically enumerated but which have been previously provided for or established.**

**Section 16  
NOMINATIONS AND ELECTIONS OF OFFICERS;  
RULES**

**(A) Time of Nominations and Elections**

**meetings as hereinafter established for nominations of officers shall be held in November, subject to the provisions of the International Constitution. Election shall be held not less than thirty 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 attendance by all the members.**

**This Local Union shall elect its officers by secret ballot not less than once every three years. Incumbent officers shall continue to perform the duties of their office until their successors have been duly elected, qualified and installed. Should the International Union provide for longer periods than 3 years for the holding of elective office, then in that event officers holding office at such time shall serve for the full period provided for under the International Constitution and the then office holders shall be deemed to have been elected for such extended period.**

**(B) Notice of Rules, Nominations, Meetings and Election**

**At least twenty (20) days prior to the date of the nomination meeting, specific notice of the date, time and place of the nomination meeting and the offices to be filled shall be mailed or shall be published in any Local Union publication mailed to the membership (except that notice of nominations, and elections may be combined); each member shall be advised in such notice that the election rules are set forth in the Bylaws which are available upon request.**

**(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 elections are 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.**

**However, the member who is on checkoff shall be under a duty to pay his dues directly to the local Union if he has no monies owing to him by his employer which are subject to his checkoff authorization on the date when the employer deducts the dues of the other members.**

**(2) Every member in good standing, by the payment of his dues on or before the last business day of the current month, in accordance with the International Constitution, and who has been in such continuous good standing for each consecutive month in the twenty-four (24) consecutive months prior to nominations and who has attended at least fifty percent (50%) of the regularly or divisional meetings of the Local Union during the twenty-four (24) consecutive months prior to nomination, shall be eligible to hold office, if he is otherwise qualified under the International Constitution and these Bylaws. The Local Union shall keep accurate records reflecting those members who are in attendance at each meeting, and shall exempt from the attendance requirement any member who, because of illness, regular employment, or other good cause, is unable to attend a meeting. This exemption system shall be uniformly and fairly applied. 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 who is on checkoff shall be under a duty to pay his dues directly to the Local Union before the last business day of the month if he has no monies owing to him by his employer which are subject to his checkoff authorization on the date when his employer deducts the dues of other members. Payment of dues after their due date shall not restore good standing status for such month or months in computing the continuous twenty-four (24) month good standing status required by this Section as a condition of eligibility for office.**

**(D) Nomination Procedures**

**(1) Nominations shall be held in accordance with provisions of Section 16(a) above at a general or special membership meeting. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and complete minutes shall be kept of that business. Nothing in this provision shall**

prohibit the holding of a special meeting in the month of November, at which meeting nominations and the conduct of elections shall be the sole order of business.

(2) Nominations shall be made at the meeting by a member in good standing other than the nominee by motion seconded by a member in good standing other than the nominee.

(3) Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair without further nominations being made.

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

(5) 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 meeting, a member must have his dues paid through the month prior to the month in which the nomination meeting is held. Candidates must accept nominations at the time made either in person, or, if absent,, in writing, and declinations may not be made more than 72 hours after nomination for office.

(6) Every member eligible to nominate candidates shall be entitled to nominate one (1) candidate, but only one (1) for each office open. Prospective candidates may not nominate themselves nor second their own nomination.

(7) 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 in the same manner as vacancies are filled when they occur during a term of office as provided in Section 13(A) (6).

**(E) Elections**

(1) After the nominations meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be mailed to each member at his last known address, if no previous notice has been sent. The election shall be held at such place or places and at such time, not earlier than thirty (30) days after the nomination meeting, as may be designated by the Local Union Executive Board. The election shall be by secret ballot to be placed in boxes,

unless the Local Union Executive Board has authorized the use of some standard type of election mechanical device insuring a secret ballot by machine vote, the election box or boxes or machine or machines, however, to be located at a place or

places designated by the Local Union Executive Board; balloting shall be open for a period not less than six (6) hours during the period between the hours of 8:00 a.m. and 8:00 p.m.; and it shall be the duty of the Local Union Executive Board to provide safeguards for the honest and fair conduct of such election.

(2) Each candidate, at his own expense, shall have the right to have an observer other than himself at each polling place and at the counting of the ballots who must be a member of the Local Union in good standing. Observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in a blank envelope which in turn shall be sealed in an envelope with the name of the voter thereon. Challenges shall be investigated to determine their validity, if the challenged ballots are sufficient in number to affect the result of the election. The blank envelope containing the ballot shall not be opened until such time as all challenges have been ruled upon and the name-bearing envelopes destroyed. Upon request of any candidate, deemed reasonable by the Election Committee, voting machines, if used, shall be checked for proper operation. Candidates shall have the right to be present at the counting of the ballots.

(3) To be eligible to vote in the election, a member must have his dues paid through the month prior to the month in which the election is held. The candidate for each office who receives a plurality of the votes cast for the office shall be elected thereto except in the case of trustees in which case the three (3) candidates receiving the highest number of votes shall be elected. In the event of a tie vote, the candidates shall resolve such tie by lot. The officers-elect may be installed at the same meeting at which they are elected or, if not elected at a meeting, at the next meeting following their election. No runoff election shall be held.

(4) 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 at the time of nomination, such resignation to be effective upon installation of his successor. He shall announce his intention to resign not later than thirty (30) days prior to the nomination meeting and 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 trustee Local Union) during the term of office except by authorization of the General President and the Local Unions involved.**

**(5) 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.**

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

**(1) The Secretary-Treasurer shall at least twenty (20) days prior to the holding of the nominations give notice, as above provided, to the membership of the time, place and date 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.**

**(3) Unless a joint nomination-election notice was sent, the Secretary-Treasurer shall give written notice to the membership of the Local, at least twenty (20) days prior to any election date, of the time, place, date, hours, and number of offices upon which voting shall be held, by mailing such notice to the member's last known address.**

**(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 election date. 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.**

**(G) Nomination and Election Protests**

**(1) Any member who desires to challenge a ruling that he is ineligible 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, who shall decide such an appeal within seven (7) days after receipt of the protest.**

**The decision of the General President shall be appealable to the General Executive Board pursuant to the provisions of Article VI, Section 2 of the International Constitution. In the event there shall be any protest or charges made concerning an election day by any member prior to the holding of the election, such protest or charge shall be made in writing by registered or certified mail by such member within forty-eight (48) hours of his knowledge of the event complained of prior to the election and shall specify the exact nature and specifications of the 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 pursuant to the provisions of Article VI, Section 2 of the International Constitution.**

**(2) In the event there shall be any protest or charge by any member concerning the conduct of the election, after the election has been held, such protest or charge shall be made in writing by registered or certified mail by such member**

**within forty-eight (48) hours after the final tally of ballots setting forth the exact nature and specification of the**

**protest and his claim as to how it has affected the outcome of the election. Such protest or charges shall be made to the Secretary-Treasurer of the Joint Council with which the Local Union is affiliated and the protest or charges shall be**

**referred to the Joint Council Executive Board for disposition. The decision of the Joint Council Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention, in accordance with the provisions of Article XIX of the International Constitution to the extent that such provisions may be applied to an election protest or charges.**

**(3) If votes are challenged, such challenge shall be made in writing at the time of the election with specific reasons given for such challenge.**

## **Section 17 DUES AND INITIATION FEES**

**(A) The regular monthly dues of this organization shall be not less than Eight Dollars (\$8.00) per month nor more than Nine Dollars (\$9.00) per month. In no event shall monthly dues be less than the minimum established in the International Constitution. Present dues differentials for certain members shall be maintained until the further action of the membership as hereinafter outlined, and may be increased as provided in the International Constitution from time to time.**

**(B) Initiation fees for membership in this organization shall be One Hundred Dollars (\$100.00) plus the current month's dues for a total of One Hundred Eight Dollars (\$108.00), provided, however, that such initiation fee may be waived or reduced in connection with the organization of unorganized employees or employees working at substantially lower wages than is generally paid the majority of members of this Local Union. The present customs on reduced or waived initiation fees shall be continued until the further order or action of the Executive Board.**

**(C) Reinitiation or reinstatement fee shall be Ten Dollars (\$10.00). See Article X, Section 5 (C) of the International Constitution.**

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

**(E) Any increase in the rate of dues or initiation fees or the levying of any general or special assessment by the Local Union shall be made at a general or special membership meeting in accordance with the following procedures:**

**(1) Reasonable notice shall be given of the meeting at which the membership will consider the question whether or not such dues, initiation, or reinstatement fees, general or special assessment shall be increased or levied. The notice shall indicate that a proposed increase or assessment is to be voted on.**

**(2) At the meeting called as provided in this Section, voting shall be by secret ballot of the members in good standing.**

**(3) A majority vote by secret ballot of the members in good standing voting at such meeting shall decide the issue.**

**(4) This provision supersedes Section 28 (Amendments) with respect to changing the dues and fees set forth in these Bylaws.**

**(5) Nothing contained in Section 17(E) of these Bylaws shall be construed to apply to action by the International Union or to limit the right of the International Union to raise the dues of the membership, and the International Union shall not be subject to these provisions. The International Union shall in no way be subject to the provisions of Section 17 (E) of these Bylaws.**

## **Section 18**

## MEETINGS

**Membership meetings shall be general or special.**

**(A) General Membership Meetings**

**(1) General membership meetings shall be held monthly 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. Membership meetings may be suspended during any three months between June and October by action of the membership at a meeting after reasonable notice of the intention to vote upon such question.**

**(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.**

**(3) The Local Union Executive Board is authorized to permit membership meetings to be held on a division, craft, place of employment 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 division, craft or place of employment meeting to which he has been assigned.**

**(4) When the Local Union Executive Board authorizes such meeting by division, craft or place of employment, 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 division, craft or place of employment shall be totaled to determine the action of the Local Union in such matter.**

**(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 therefor, and the President shall call the special meeting within a reasonable time. If the Local comprises 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 division, craft or place of employment meetings.**

**(D) Referendum**

**When a referendum is permitted by the General President, reasonable notice shall be given through 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 subject to the approval of the General President.**

**(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 16(C)(1) shall be eligible to vote on any question before the membership meeting in a referendum.**

**(F) The Local Union Executive Board or the presiding Chairman at any meeting is authorized to exclude from any meeting any member against whom charges are pending.**

**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 judgement 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 upon the floor. There shall be no appeal from such action since it is taken as a result of conditions which would prevent orderly**

consideration of the appeal by the membership.

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 Local Union Executive Board may at any time prior to or at a meeting disqualify from attendance at such meeting those members as to whom it has reasonable cause to believe that their presence at such meeting will cause disturbance or disorder.

The Presiding Chairman can detail members or other persons to remove persons who have been ordered removed, or to prevent attendance of members as set forth, without calling upon the police.

The rights of 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.

## **Section 19 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 tendered the initiation fees and one month's dues by cash or on written authorization of checkoff;**
- (3) the Local Union shall have accepted his application and dues.**

**No applicant shall become a member in the first ten days following the filing of his written application. In the event the applicant shall fail to take the obligation within a reasonable time following the acceptance of his application, he shall forfeit the monies tendered except for good cause shown.**

**(B) Good Standing**

- (1) A member shall lose his good standing membership in the organization by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws or 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 checkoff agreement shall not be declared in bad standing merely because the employer fails to remit checkoff dues to the Local Union on or before the last day of the month.**

However, a member who is on checkoff shall be under a duty to pay his dues directly to the Local Union if he has no monies owing to him by his employer which are subject to his checkoff authorization on the date when the employer deducts the dues of other members. 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, and not suspended or expelled from membership pursuant to disciplinary action, may reinstate his good standing for the purpose of attending Local Union meetings and voting at elections by the payment of all delinquent dues and other financial obligations prior to such meeting and election.

**(C) Issuance of Withdrawal Cards**

(1) A member who has been issued a withdrawal card shall be considered to have voluntarily withdrawn from membership in his Local Union. A member shall be considered transferred from this Local Union upon acceptance of this transfer card by another Local Union.

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

(3) Any incumbent officer of a Local Union who retires during his term of office, including an officer who is not employed by the Local Union, shall cease to hold any other office or position he occupies by virtue thereof, as of the effective date of his retirement. A retired officer shall not be required to take out a withdrawal card unless he has retired under a pension plan established by collective bargaining agreement.

(D) Upon the 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.

**(E) Responsibility of Members to the Local Union**

**(1) Every member by virtue of his membership in this Local Union is obligated to abide by these Bylaws and the 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 this Local Union authorizes this 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 interest of the Local Union. The Local Union and its officers, business representatives and agents may decline to process any such grievance, complaint, difficulty or dispute, if in their reasonable judgment such grievance, complaint or dispute lacks merit.**

**(3) No member shall interfere with the elected officers or business agents 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, nor shall any member slander or libel the Local Union, its members or its officers, or be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee.**

**(5) No member shall be permitted at any Local 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 the 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 forum. This shall not relieve any member of any obligation to comply with any other provision of this Constitution regarding acquisition or maintenance of membership in good standing.

#### **(F) Rights of Members**

Subject to reasonable application and subject to the right to impose broad disciplinary limitations on the membership, 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 the following rights:

(1) The right to nominate candidates or vote in elections or referendums of the Local 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 organizations' established and reasonable rules;

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

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

(6) For the purpose of Section 19(F) only, the term "meeting" includes any public meeting to which members of the Local Union are invited.

(7) All the rights of members set forth in Section 19(F) shall be subject to the right of the Local Union to impose broad disciplinary limitations upon the rights of members.

**Section 20**  
**CHARGES AND TRIALS**

**(A) Each member of this Local 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 judgement based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laboring men, 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) Trial. 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 having a personal interest in the subject matter of the charge, with personal interest is adverse to that of the charging party or the accused, 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 in the Local Union Executive Board, whose decision shall be appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these Bylaws. If the member charged or preferring the charges is a member of the Local Executive Board, or if a member of the Local Executive Board is unable to attend the hearing for any reason, then the principal executive officer of the Local Union shall appoint a disinterested 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 the substitute. If both the President and Secretary-Treasurer of the Local Union are charged or are preferring the charges, or for any reason are unable to attend the hearing, the remaining members of the Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the**

selection of a substitute member of a hearing panel, or participate in the decision making process of the trial body.

**(2) Charges.** Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Local Union 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 registered or certified mail at least ten (10) days prior to the hearing. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these Bylaws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, dates and places. Charges shall not be processed unless the charging party files them within six (6) months after he learned, or in the exercise of due diligence should have learned, of the facts upon which the charges are based. 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 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, 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. Under no circumstances will a member have the right to have a hearing held on charges based upon events occurring more than two (2) years prior to the filing of the charges. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Charges against elective officers of the Local Union shall be limited only to those activities or actions occurring during their current term of office, and only those activities and actions occurring prior to their current term which were not then known generally by the membership of the Local Union. Charges may be preferred against a suspended member or an ex-member who has been issued a withdrawal card.

**(3) Rights of the Accused.** Throughout the proceedings, there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be supported by a preponderance of reliable evidence and a majority of the members of the panel must vote to find the

charged party guilty. The accused shall have the right to present his 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 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.

(4) **Action by the Local Union Executive Board.** A summary of the testimony and evidence introduced at the hearing shall be made and a copy of such summary shall be furnished the accused. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearings and shall have the authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be honored by the Executive Board. If the Local Union Executive Board decides to have a transcript or recording of the hearing made, the Local Union Executive Board shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any party for copying or consultation without cost. Within twenty (20) days 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 principal office until final disposition is made of the case.

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

## **Section 21 BONDING**

(A) Every officer, agent, shop steward, employee or other representative of this Local Union 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 judgement, 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 arrangements 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 21 (A).**

**(C) Should the bond of any person required to be bonded be canceled after surety coverage has 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 21(A) to take the place of the canceled bond. However, during the period such person or a new officer is 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 21(C) cannot within thirty (30) days provide the surety bond required in conformity with the provisions of Section 21(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 22 RULES OF ORDER**

**Rule 1. The regular order of business may be suspended by a vote of the meeting at any time.**

**Rule 2. The Chairman of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.**

**Rule 3. Any conversation by whispering or otherwise, or any other activity which is calculated to disturb or may have the effect of disturbing a member while speaking or disturb the conduct of the meeting or hinder the transaction of business, shall be deemed a violation of order.**

**Rule 4. Attending meetings under the influence of alcohol is basis for removal.**

**Rule 5. The meeting may determine what portions of its**

**business shall be secret.**

**Rule 6. When a member wishes the floor, he shall rise and respectfully address the Chair, and if recognized by the Chair, he shall state his name.**

**Rule 7. If two or more members rise to speak, the Chair shall decide which is entitled to the floor.**

**Rule 8. Every member, while speaking, shall adhere to the question under debate and avoid all invective and indecorous language, but all members shall have the right to express their views, arguments and opinions upon candidates and upon any business properly before the meeting.**

**Rule 9. No member shall interrupt another member while speaking except for a point of order, and he shall definitely state the point, and the Chair shall decide the same without debate.**

**Rule 10. Any member, while speaking, being called to order by another, at the request of the Chair, shall cease speaking and be seated until the question of order is determined.**

**Rule 11. If any member shall feel himself aggrieved by a decision of the Chair, he may appeal from the decision of the Chair to the meeting without debate.**

**Rule 12. When an appeal is made from the decision of the Chair, said appeal shall be stated by the Chairman to the meeting in these words: "Shall the decision of the Chair be sustained as the decision of this meeting?" The member taking the appeal will have the right to state grounds of appeal, and the Chair will give his reasons for the decision. Thereupon, the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to overrule the Chair.**

**Rule 13. No member shall speak more than once on the same question until all members wishing to speak have had an opportunity to do so, nor more than twice without the permission of the Chair, nor more than ten (10) minutes at one (1) time.**

**Rule 14. In presenting a motion, a brief statement of its object may be made, but no discussion of its merits shall be admitted until the question is stated by the Chair.**

**Rule 15. Any member may call for a division of a question when the subject or sense admits thereof.**

**Rule 16. All votes other than amendments to these Bylaws or Rules of Order may be reconsidered at the same or next succeeding meeting upon a motion made and seconded by two (2) members who voted in the majority, provided a majority of the membership**

present and voting agrees thereto; but after a motion to reconsider has once been lost, it shall not be renewed.

**Rule 17.** The following motions shall have precedence in the following order: First, to adjourn; second, to close debate; third, to take up the previous question; fourth, to lay on the table; fifth, to postpone indefinitely; sixth, to postpone to a definite time; seventh, to refer; eighth, to amend. The first four shall be decided without debate.

**Rule 18.** When a question is postponed indefinitely, it shall not come up again, except upon a majority vote of the members present and voting.

**Rule 19.** The motion to close debate may be made by two (2) members, and shall be put in this form: "Shall the debate now close?" If adopted, the President shall proceed to take up the question before the membership, according to priority, without further debate.

**Rule 20.** The call for the previous question on the original motion may be made by six (6) members and shall be put in this form: "Shall the main question be now put?" If adopted, the effect shall be to take up the question on the original motion to the exclusion of all debate and all amendments which have not been adopted.

**Rule 21.** If proper motion to amend has been made, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall then be put as follows: (1) amendment to the amendment; (2) amendment; (3) original proposition.

**Rule 22.** A motion to adjourn shall always be in order except; (1) when a member has the floor; (2) when members are voting; (3) when a motion is pending.

**Rule 23.** A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.

**Rule 24.** The Chair shall state every question coming before the Local Union before permitting the opening of debate thereon. Immediately before putting it to a vote he shall ask: "Is the Local Union ready for the Question?" should no member rise to speak on the question, or if a majority shall vote to close discussion, the Chair shall put the question. After he has risen, no member shall be permitted to speak further upon it.

**Rule 25.** When the presiding Chairman has commenced taking the vote, no further debate or remarks shall be allowed, unless a mistake has been made, in which case the mistake shall be rectified

and the presiding Chairman shall recommence taking the vote.

**Rule 26.** One (1) tap of the gavel shall call to order; two (2) taps to be seated; three (3) taps to rise.

**Rule 27.** Any question or procedure in debate, not provided for herein, shall be governed by Robert's Rules of Order, Revised.

**Rule 28.** All rulings of the presiding officer on procedure which are not challenged during the meeting become final and unappealable upon adjournment of the meeting.

### **Section 23 STANDING COMMITTEES**

The Standing Committees of this Local Union may include Committees on Bylaws, Political Action and Legislation, Finance and Organization, Application, Unemployment, Grievance and Benefits, 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 24 INTERNATIONAL CONSTITUTION**

The Local Union acknowledges that the Constitution of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 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 hereby 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 nor any of its officers, representatives or employees has been authorized or empowered to act as an agent of the International Union or nay 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. 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.

**Section 25**  
**LOCAL UNION PROPERTY**

No property of the Local Union, and not property in the possession, custody or control of this Local Union or any of its officers, representatives or employees, and not property held in trust by any trustee for and in behalf of this Local Union, express or implied, which was created or established by this Local Union, and whose purpose is to provide benefits for the Local Union, and whose purpose is to provide benefits for the 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 seceding, dual or antagonistic labor organization or group, nor to any Local Union which is acting in violation of the Constitution of the International.

**Section 26**  
**NEGOTIATIONS, RATIFICATIONS AND**  
**AGREEMENTS, STRIKES AND LOCKOUTS**

(A) Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of the Local Union, the President shall call a meeting at which the membership shall determine and authorize the bargaining demands to be made. The Local Union Executive Board shall determine whether such meeting shall be limited to the members in a particular division, craft or place of employment. Where this Local Union is a participant in an area-wide or conference-wide agreement, it is understood that the bargaining demands of this Local Union may be accepted, modified or rejected by the overall negotiation committee in accordance with such rules and procedures as may be adopted by the area-wide or conference-wide bargaining group.

(B) Proposed collective bargaining agreements or amendments shall be submitted by the Secretary-Treasurer of the Joint Council and Area Conference, as required by the Area Conference Bylaws, for approval before submission to the employer.

(C) Ratification of agreements or amendments shall be subject to vote in the same manner as provided for in connection with bargaining demands as set forth in Section 26(A), or in the case of area-wide or conference-wide agreements in accordance with the Constitution and rules adopted by such bargaining group, except that where the General Executive Board has directed the Local Union to refrain from executing such agreement, no proposed agreement

shall be considered ratified by any vote until and unless it is specifically approved by the General Executive Board. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Research Department of the International Union and of the Area Conference 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 Research Department of the International Union and the Area Conference a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations, and the expiration date.

(D) If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the processes of collective bargaining, the matter shall be subject to the strike procedure conditions and qualifications set forth in the Constitution. The Local Union Executive Board may, in its discretion, provide that the strike vote be limited to the members employed in a particular division, craft or place of employment. In cases where area-wide or conference-wide agreements are involved, it is understood that the specified majorities of the members covered by such agreements must vote to strike as set forth in Article XII, Sections 1 or 2 of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

(E) Strike votes shall not be required where a collective bargaining agreement then in existence does not prohibit strikes for the purpose of enforcing the terms of such agreement. In such cases, the Local Union Executive Board may call a strike, or, in its discretion, refer the matter to the general membership directly affected, as it shall determine.

(F) 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.

(G) Out-of-work benefits shall be payable to members only as provided by an 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 Union and returning all monies to the International Union remaining unused by the Local Union at the close of the strike or lockout.

(H) 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 27 SAVING CLAUSES**

(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 International Constitution and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

(B) If any provision of these Bylaws shall be declared invalid or inoperative, by any competent authority in 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.

#### **Section 28 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 officer or elected business agent. 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 two (2) consecutive regular meetings of the membership or at two (2) consecutive division, craft, or place of employment or similar meetings (if the Local Union Executive Board has determined that membership meetings be conducted on such basis), and voted upon at the third meeting or meetings. A two-thirds (2/3) vote of the

members in good standing voting at such meeting 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.

## Section 29 OBLIGATION

Fellow worker, you will now take obligation that will bind you as a member of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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 laws of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

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 will never discriminate against a fellow worker on account of race, color, religion, sex, age, physical disability or national origin.

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

President - I will now instruct you.

On seeking admission, you will give two distinct raps on the inner door, from which the Warden will answer by one rap from within.

The Warden will open the door and you will give him in a whisper your name and the number of your Union.

You will then be admitted. Advance to the center of the room

and salute the President in this manner ----- He will acknowledge the salutation sign by a nod of the head.

Those signs answer for the recognition of members.

Should you have the permission of the Vice-President to retire before the meeting is closed, you will advance to the center and salute the President in this manner ----- He will acknowledge as before by a nod of the head.

During the session of the Union, one rap of the gavel calls the members to order.

Three raps call all to their feet.

When standing, one rap seats the members.

The voting sign is made thus - -----

You have now received all the instructions that can be given you in this Union.

Let caution be engraved deeply in your heart. You must be ever watchful of all you say and do, and as you value your honor, be ever mindful of the obligations you have taken.

The Recording Secretary will escort you to the Secretary Treasurer, from whom you will receive your Membership Card and the Bylaws of this Local Union, and from whom a copy of the International Constitution will be available.

### Section 30

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