BYLAWS

of the

Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Union
Local No. 695

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LOCAL UNION BYLAWS

SECTION 1
NAME

This organization shall be known as the DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS, THE COUNTIES OF COLUMBIA, CRAWFORD, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LACROSSE, LAFAYETTE, MONROE, RICHLAND, ROCK, SAUK, VERNON, AND WALWORTH (EXCLUDING CONSTRUCTION IN WALWORTH COUNTY AND ALL MUNICIPALITIES IN WALWORTH COUNTY EXCEPT THE MUNICIPALITY OF EAST TROY); THE WESTERN PART OF JUNEAU COUNTY EAST TO I-90-94 AND NORTH TO HIGHWAY 21, FOND DU LAC COUNTY NORTH TO AND INCLUDING EDEN AND OAKFIELD FOR CANNERS; WASHINGTON COUNTY FOR DAIRY AND CANNERY INDUSTRIES; WAUKESHA EAST TO A LINE NORTH AND SOUTH COMMENCING WITH HIGHWAY YY ON THE WASHINGTON COUNTY LINE AND RUNNING DIRECTLY SOUTH TO RACINE COUNTY LINE, WITH THE EXCEPTION OF CONSTRUCTION AND ORGANIZED EMPLOYERS OF LOCAL 200 THAT MOVE FROM MILWAUKEE COUNTY INTO WAUKESHA COUNTY, WISCONSIN LOCAL NO. 695, MADISON, WISCONSIN, and is chartered by and affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, WISCONSIN TEAMSTERS JOINT COUNCIL NO. 39, and any council, conference or federation as may be recommended by the Executive Board.

SECTION 2
JURISDICTION

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

SECTION 3
PRINCIPAL OFFICE

(A) The principal office of this organization will be located in the City of Madison, County of Dane, State of Wisconsin, or at such other place as the Local Union Executive Board may designate. The organization may have such other sub-offices either within or outside of the State of Wisconsin, as the Local Union Executive Board may require from time to time.
(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 or mental disability, sex, sexual orientation, gender identity or any other legally protected group or class;

(2) To engage in organizing workers to provide the benefit of unionism to all workers and to protect and preserve the benefits obtained for members of this organization;

(3) To secure improved wages, hours, working conditions and other economic advantages through organization, negotiations and collective bargaining, through advancement of our standing in the community and in the labor movement through legal and economic means, and other lawful methods;

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

(5) To safeguard, advance, and promote the principle of free collective bargaining, the rights of 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 assistance, financial, moral or other, 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 improve the industry by increasing the efficiency of the service and by instilling confidence, good will, and understanding between our membership and their employers;

(12) To prevent unnecessary conflicts or serious misunderstandings between the membership and their employers, which will further encourage cooperation and fair dealings with all employers; and

(13) 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 are not limited to unionism or to organization and collective bargaining alone, but encompass a broad spectrum of economic and social objectives as set forth above and as the union may determine from time to time; we, therefore, determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the sole benefit of the organization and its members.

SECTION 5
ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in the International Constitution and applicants for membership shall comply with and be subject to the requirements imposed by these Bylaws and the International Constitution.

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 this Local Union. The term of office of all officers shall commence on the first of January in the ear following the election.

SECTION 7
DUTIES OF THE PRESIDENT

A) It shall be the duty of the President to preside at General Meetings of this Local Union and of the Executive Board, to preserve order therein, and to enforce the International
Constitution, these Bylaws and the rules of order adopted by this Local Union, and to see that all officers perform their respective duties.

(B) The President shall appoint all committees from time to time as may be necessary to conduct the business of the Union and all committees so appointed shall be accountable to the Secretary-Treasurer. He shall also have the right to serve on all committees by virtue of his office, and in general, shall perform all duties incidental to the office of president, and such other duties as may be provided by the Local Union Executive Board or membership from time to time.

(C) The President shall decide all questions of order, subject to an appeal to the membership; shall 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 when he deems it necessary or when requested in writing by 25% of the membership.

(D) The office of the President shall be a full time position and he shall also serve in the capacity of Business Representative.

SECTION 8
DUTIES OF THE PRINCIPAL EXECUTIVE OFFICER

(A) The Secretary-Treasurer shall be the principal executive officer of this organization and, subject to the control of the Executive Board, shall in general supervise, conduct and control all of the 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 therein.

(B) The principal officer shall have general charge and supervision of all the officers and employees of this organization and shall have the power to appoint, suspend, or discharge all business representatives, organizers and office personnel with the approval of the Executive Board. He shall have the power to appoint, suspend or discharge all other employees or professional assistants and services. He may designate any of the officers as business representatives or assistant business representatives. Business representatives who are not officers shall not exercise functions or determine policy. In all cases where the duties of the officers, business representatives or employees are not specifically prescribed by these Bylaws, the Constitution, or resolutions of the Executive Board or the membership, they shall obey the directions and orders of the principal officer. The principal officer shall also have charge of all labor disputes involving this Local Union subject to the provisions of the International Constitution.

(C) The principal officer, subject to the provisions of Article XXIII, Section 3, of the International Constitution, together with the President shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts,
withdrawal and transfer cards, and perform such other duties as the International Constitution and these Bylaws or law may require of him.

(D) The principal officer 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 by check signed by the Secretary-Treasurer, countersigned by the President or other person authorized by the Local Union Executive Board, including such amounts which in his judgment will further the best interest of the Local Union, subject to the approval of the Executive Board.

(E) The principal officer shall determine on behalf of the Local Union and its members and employees the manner and extent of processing grievances including arbitration thereof; and shall have authority to make all decisions relative thereto. He shall also interpret collective bargaining agreements on behalf of the Local Union.

(F) The principal officer may take such action as in his judgment will further the best interests of the Union and its members, which action shall include, but not be limited to, the expenditure of monies for such purposes, subject to the approval of the Executive Board. Such actions may include aid and assistance, monetary or otherwise, to such other persons or organizations which the principal officer may feel are deserving of such aid in the best interest of the labor movement.

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

(H) Upon completion of an election of officers that results in a new principal executive officer, the incumbent principal officer or designee shall meet with the principal officer-elect during the period between the date of the election and the end of the term of office to review pending grievances, open contract negotiations and the Local's financial records.

SECTION 9
DUTIES OF THE VICE-PRESIDENT

The Vice-President shall officiate in the absence or inability of the President to conduct the affairs of the Union. He shall assist the President in keeping order at the meetings. He shall perform such other duties and render such assistance as may be directed by the President.

ARTICLE 10
DUTIES OF THE SECRETARY-TREASURER

(A) The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution, by these Bylaws and in general perform all duties incidental to the office and such other duties as from time to time may be assigned to him by the membership or the Executive Board. He shall see that all notices shall be
given in accordance with the provisions of these Bylaws or as required by law. He shall make at least a quarterly report to the membership giving the financial standing of the Local, and shall keep itemized records showing the source thereof of all monies received, and shall keep records, work sheets, books and accounts and resolutions to verify the correctness of any such report.

(B) The Secretary-Treasurer shall upon request make available a copy for inspection of any annual report to any member and shall forward a copy of the annual audit by a certified public accountant to the General Secretary-Treasurer. He shall also make available for inspection by a member at the Local Union's principal office during regular business hours any report which is subject, by statute, to such inspection. Copying of any financial record 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 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, shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon request of any person made in person or in writing to the Secretary-Treasurer during regular hours at the principal office, he shall provide a 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 agreement. The Secretary-Treasurer may require a receipt therefor from such person. He shall also maintain at the principal 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 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, giving receipt therefor for any dues, initiation fees, or other fees, assessments or fines. 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 the funds of the organization to his successor in office. He shall also give to his successor all papers, documents, records, work
sheets, books, money and other Union property that may have been entrusted to him by virtue of his office and shall obtain an appropriate receipt therefor. All such records, vouchers, work sheets, receipts, books, reports and documents shall be preserved and retained at the Local Union's principal office for a period of six years.

(G) The Secretary-Treasurer shall provide each new member with a free copy of the International Constitution, upon request. The Secretary-Treasurer shall provide any member with a copy of the International Constitution and of these Bylaws.

(H) The Secretary-Treasurer shall make available to the Trustees all documents necessary for them to verify and complete the monthly Trustees’ Report, including, but not limited to, items identified in Subparagraph (D) of this Section.

(I) The Secretary-Treasurer shall make available for inspection by the International Auditor any documents necessary for the Auditor to complete the audit schedules or to complete assignments from the General Secretary-Treasurer.

(J) The office of the Secretary-Treasurer shall be a full time position and he shall also serve in the capacity of Business Representative.

SECTION 11
DUTIES OF THE RECORDING SECRETARY

It shall be the duty of the Recording Secretary to keep a correct, full and impartial account of the proceedings of each regular General Meeting of the Local Union and of the Local Union Executive Board, which need not be verbatim. Minutes shall accurately record the motions made at meetings and shall include the names of members making and seconding a motion, whether the motion was adopted or rejected, and the results of any division of the house or secret ballot votes. Minutes shall specifically include all financial transactions approved at the meeting. Minutes of meetings shall be official records of the Local Union and shall be maintained at the Local Union's principal office. In the absence of both the President and Vice-President, the Recording Secretary shall preside.

The office of Recording Secretary shall be a full time position, and he shall also serve in the capacity of Business Representative.

SECTION 12
DUTIES OF TRUSTEES

(A) It shall be the duty of the Trustees to audit the books of the Local Union monthly, to sign the books of the Secretary-Treasurer if they have found them correct and the bank balances verified with the balances on the books of the Local Union, to send a copy of their audit at least quarterly to the General Secretary-Treasurer, and to furnish such information as may be requested by the General Secretary-Treasurer pertaining to finances and payments on
blanks furnished by him for that purpose. 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. Trustees shall not sign blank reports. Business representatives, whether appointed or elected, shall be subject to the supervision and direction of the principal executive officer.

(B) The Trustees 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.

(C) In the event of the unavailability of a Trustee, the remaining Trustees or Trustee shall perform the above functions.

SECTION 13

(A) Duties of Business Representatives.

Business Representatives and assistant business representatives shall be appointed and may be removed at will only by the appointing authority. It shall be the duty of the business representatives to negotiate and administrate contracts where required, collect dues and initiation fees, attend all necessary meetings, organize new groups and to perform such other duties as may, from time to time, be delegated to them. Business representatives who are not officers shall not exercise executive functions or determine policy. Business representatives, whether appointed or elected, shall be subject to the supervision and direction of the principal executive officer.

(B) Stewards, Committee Persons and Their Alternates.

Stewards, committee persons and their alternates are not officers or agents of the Local Union. They shall be selected and removed in such manner as the Local Union Executive Board may direct, and shall have such duties as the Local Union Executive Board or the principal executive officer may assign to them from time to time. The performance of steward duties and the method of compensation for such duties shall be determined by the principal executive officer, with the approval of the Local Union Executive Board.

The authority of job stewards, committee persons and their alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
(2) 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:

(a) Have been reduced to writing, or

(b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.

Job stewards, committee persons and their alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Local Union.

Stewards, committee persons and their alternates shall not have any authority to handle funds, or any other property of this organization, collect any money, including initiation fees, dues, reinstatement fees, fines, or any other of the funds of the Local Union, except as authorized by the principal executive officer.

(C) Duties of Warden and Conductor

The Warden shall have charge of the inner door, and see that none but members are admitted while the Union is in session. He shall also assist the President as directed.

The Conductor shall assist the President in maintaining order, shall escort candidates in the ceremony of initiation and perform such other duties as directed by the President.

SECTION 14
POWERS AND DUTIES OF THE LOCAL UNION EXECUTIVE BOARD

(A) Except as may be otherwise provided in these Bylaws, the Local Union Executive Board is authorized and empowered to manage, invest, expend, contribute, use, lend and acquire Local Union funds and property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof. However, the Local Union Executive Board shall not have the authority to bind the Local Union for personal services to be rendered to the Local Union or its Executive Board, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This shall not prevent the Local Union Executive Board from entering into a bona fide collective bargaining agreement with another union covering Local Union employees; provided, however, that if the Local Union employees form a union following 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 Executive Board is hereby empowered, in addition to such other general powers conferred by these Bylaws or by statute 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 for the salaries, allowances, direct and indirect disbursements, expenses and reimbursement of expenses for officers, business representatives and employees. Policies establishing benefits, including, but not limited to, sick leave, vacation, travel and car allowances for officers and employees shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board. The Local Union Executive Board may establish a dues checkoff procedure for Local Union officers and employees belonging to this Local Union;

(3) Provide for direct and indirect loans for such purposes and with such security, if any, as it deems appropriate, and with such arrangement for repayment as it deems appropriate, all to the extent permitted by law;

(4) Provide for the employment and payment of attorneys, accountants, and such other special or expert services as may be required for the organization and to 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, to initiate, defend, compromise, settle, arbitrate or release or to 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 officers or agent be ratified by the Local Union Executive Board; 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 and other property, rights and privileges whatsoever deemed necessary or convenient 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 they think fit, and at their discretion, to pay therefore either wholly or partly in money or otherwise;

(9) Sell or dispose of any real or personal estate property, rights or privileges belonging to the organization whenever in their opinion its interests would thereby be promoted;

(10) Create trusts, terminate and effectuate the same;

(11) Determine the membership which shall vote on agreements and strikes and composition of other membership meetings, and adopt rules and regulations concerning the conduct thereof not inconsistent with the Constitution or these Bylaws;

(12) 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;

(13) Affiliate this Local Union with Joint Council No. 39 and such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do, or which it believes is in the interest of this Local Union, and to maintain such affiliations in good standing at all times;

(14) The Executive Board shall decide all disputed questions with reference to the enforcement of these Bylaws. Unresolved disputes over the interpretation of these Bylaws shall be submitted to the General President, pursuant to Article VI, Section 2(a) of the International Constitution.

(15) To do all acts, whether or not expressly authorized herein, which the Local Union Executive Board may deem necessary or proper for the protection of the property of the Local Union and for the benefit of the organization and members;

(16) Provide for strike benefits, if any, to members of the Local Union in an amount to be determined solely in the Local Union Executive Board's discretion.

(B) The Local Union Executive Board shall hold regular meetings at least once a month without other notice than this Bylaw, and may hold other meetings at such time and place
as shall be determined by the principal executive officer. The meetings of the Local Union Executive Board shall be no less frequent than meetings of the Local Union.

(C) 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 Board present at a meeting at which a quorum is present shall be the action of the Board.

(D) By action of the Local Union Executive Board, Board members 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.

(E) On matters requiring action by the Local Union Executive Board, when the Local Union Executive Board is not in formal session, the Local Union Executive Board may act by telegram, facsimile, letter, electronic mail or telephone. When the principal executive officer requires action by the Local Union Executive Board, he may obtain same by telegraphing, faxing, writing, electronic mailing or telephoning to the members of the Local Union 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. Any such action must be recorded in the minutes of the Local Union Executive Board and ratified by a majority of the members of the Local Union Executive Board at its next meeting.

SECTION 15
OFFICERS — GENERALLY

(A) Oath of Office.

All officers of the International 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 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 to protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, 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) The right to assume office or hold office or position in the Local Union 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-elect shall take office at the end of the term of the incumbent officers, regardless of the date of installation, which installation may take place at either the same meeting at which they are elected or, if not elected at a meeting, at the next meeting following their election.

(F) 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 in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies. The principal executive officer shall have first priority. After the principal officer, the remaining delegates shall be selected from the salaried elected officers and elected business representatives (if any) in the following priority: President, Vice President, Recording Secretary, Trustee in order of number of votes received in the most recent election; elected business representatives in order of number of votes received in the most recent election.

SECTION 16
ALLOWANCES, EXPENSES AND BENEFITS

(A) Allowances. Recognizing that the officers, delegates 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 lodging 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; that the time spent in such activities is unpredictable and unascertainable, such officers, delegates, representatives and employees 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. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 14(A)(2) of these Bylaws.

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

(B) **Automobiles.** The Local Union shall provide its representatives with automobiles.

It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such car, and are responsible for its safekeeping. Accordingly, for the convenience of the Local Union and as partial compensation for such additional responsibilities, such officers or employees shall be permitted private use of such car on a round-the-clock, continuous basis, including private use and the cost of operation thereof when the car is not required on Local Union business. Upon authorization of the Local Union Executive Board, the principal executive officer is empowered to sell, exchange or lease automobiles, or arrange financing therefor on behalf of the Local Union.

(C) **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 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.

### SECTION 17

**NOMINATION AND ELECTION OF OFFICERS: RULES**

(A) **Time of Nominations and Elections.** Meetings as hereinafter established for nominations of officers shall be held at the General Meeting in September, subject to the provisions of the International Constitution. Elections shall be held not less than thirty (30) days after nominations have been closed.

The President, Vice-President, Secretary-Treasurer, Recording Secretary and the three (3) Trustees shall be elected to office for a term of three (3) years, unless federal law is changed to provide for a longer period, in which case the term shall be automatically extended. The
term of full time Business Representative of the President, Secretary-Treasurer and
Recording Secretary shall run concurrently with the above term of office.

(B) **Notice of Rules, Nomination Meeting and Election.** At least twenty (20) days prior to
the date of the nomination meeting, specific notice of the date, time and place of the
nominations meeting and the offices to be filled shall be mailed or shall be published in any
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, to Nominate, Vote for or Support Candidates.** Every
member whose dues are paid up through the month prior to the month in which the
nomination 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 of the Local Union, by reason of a delay or default in the payment of
dues by the employer to the Local Union.

(D) **To Stand for Election.** 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 requiring payment of
dues on or before the last business day of the current month, 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 such 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 checkoff whose employer fails to make a
proper 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.

(E) Nomination Procedures.

(1) Nominations and the conduct of the election and related questions shall be the first order of business at the General Meeting and minutes shall be kept of the meeting. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws.

(2) Nominations shall be made 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. Candidates are advised to verify the good standing status of their nominator and seconder prior to the nomination meeting.

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

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

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

(6) In the event only one (1) candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate
shall be declared elected by acclamation at the nominations meeting, 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 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 nomination at the time made either in person or, if absent, in writing, and may accept nomination for only one (1) 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 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 when 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 nomination meeting, then the office shall be filled by appointment by the newly-elected Local Union Executive Board.

(F) 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 home address if no notice has previously 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.

(2) Voting shall be conducted by mail ballot among the members in good standing. There shall be no proxy voting. Each member in good standing shall be entitled to one (1) 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) Ballots shall be mailed to all active members and shall be returnable to a secure post office box no earlier than thirty (30) days after the nominations meeting. Candidates, at their own expense, shall have the right to have their observers present at all phases of the ballot processing procedure. The ballot shall be placed in an envelope marked "secret ballot envelope" furnished by the Union, and sealed. The voter shall then place the sealed envelope in another envelope bearing name and
address, the same to be mailed to the secure post office box. No ballots are to be opened before the date on which counting occurs.

(4) The date the votes are to be counted, the election committee shall determine the eligibility of such voter and if such member is eligible to vote, the outer envelope will be opened and the sealed envelope placed in a separate ballot box. After all the outer envelopes have been disposed of, the sealed inner envelopes will then be opened and the ballots counted.

(5) Each candidate, at their own expense, shall have the right to have an observer other than the candidate at the counting of the ballots who must be a member of the Local Union in good standing. Any ballot shall be declared void if it contains any mark other than the voting mark. All ballots not plainly marked shall be declared void.

(6) Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be set aside prior to opening pending determination of their validity. All challenges shall be investigated to determine their validity as promptly as possible if the challenged ballots are sufficient in number to affect the result of the election.

(7) 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. In the event of a tie vote the candidates shall resolve such tie by lot, except in the case of a tie for the office of principal 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 principal office. Except as provided above, no runoff election shall be held.

(8) No officer may run for another office in this Local Union, the term of which covers part of such officer's current term, unless such officer resigns from the current office, effective upon the certification of the results of the election. Such officer shall announce intention to resign not later than fifteen (15) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by the resignation. No officer may hold office in any other Local Union (other than a trustee Local Union) during such officer's term of office, except by authorization of the General President and the Local Unions involved.

(9) 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 the office shall not be considered as having been cast in determining the majority vote.
(10) 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.

3) Duties of Secretary-Treasurer in Connection with Nomination 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 all members of the time, place and date and offices for which nominations will be in order in connection with such 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. The Secretary-Treasurer shall comply with requests from members to determine their eligibility if made prior to the nomination meeting.

(3) After the nomination meeting, 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.

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

(5) 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 estimated cost involved in advance and the full cost within thirty (30) days after the election. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer shall not delay the distribution of any
candidate's mailing. Any reduced rate mailing permit available to any candidate shall be made available to all candidates on an equal basis.

(6) The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the Local Union no later than seven (7) days prior to the date of the election and 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.

(7) The Secretary-Treasurer to the extent required by law shall upon reasonable notice make available for inspection by any declared and eligible 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.

(8) 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 therefor, a copy of the notices of nomination and of the election, a copy of the ballot, the official tally sheet submitted by the election committee members, all ballots, ballot return envelopes and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one year.

(H) 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 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 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 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 charge.

SECTION 18
DUES AND INITIATION FEES

(A) The minimum monthly dues of this Local Union shall be calculated on the basis of the formula set forth in Article X, Section 3(d) of the International Constitution. In no event shall monthly dues be less than the minimum established in the International Constitution.

(B) The initiation fee for membership in this Union shall be $25.00.

Such initiation fee may be waived or reduced in connection with the organization of unorganized employees at the discretion of the Secretary-Treasurer, with the approval of the Local Union Executive Board. The Secretary-Treasurer may waive or set lower initiation fees than those above for part-time, seasonal or temporary employees; however, the Local Union reserves the right to collect the full balance at such time as the employee becomes employed full time.

(C) The reinitiation fee shall be equal to the initiation fee, provided, however, that such reinitiation fee may be reduced or waived in extreme hardship cases, at the discretion of the Local Union Executive Board.

(D) Any member who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges, shall automatically stand suspended at the end of the third 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 for good cause shown.

(E) When members of the Local Union work under the terms of a multi-state, state-wide, regional or similar agreement negotiated jointly by several unions with one or more employers, and a fee is charged for each employee who works under such agreement to cover expenses for negotiations and processing of grievances, an assessment shall be levied
upon the members working under the agreement, except that the Local Union Executive Board shall have authority to waive the levying of such fee upon the individual participating member and to direct that the fees be paid from Local Union funds. Such assessments when paid by individual members shall be levied and collected in the manner permitted by law.

(F) All assessments must be paid within fifteen (15) days after its levy, but the Local Union Executive Board may extend the time if considered advisable.

(G) Any increase in the rate of dues or initiation fees or the levying of any general or special assessment shall be made only in accordance with the following procedure:

(1) Reasonable notice shall be given by the Secretary-Treasurer to the membership at least fifteen (15) days prior to the meeting at which the membership will consider the question of whether or not such dues, initiation, or reinitiation fees, general or special assessment shall be changed or levied. The notice shall indicate that an increase or assessment is to be voted on. Such meeting may be general or special.

(2) At the regular or special 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 this Section of these Bylaws shall preclude the Local Union Executive Board in the exercise of its discretion from directing that a membership vote on issues involving dues, fees, or assessments be conducted by mail ballot referendum after appropriate notice and with safeguards for preserving the secrecy of balloting.

SECTION 19
MEETINGS

Membership meetings shall be general or special.

(A) General Membership Meetings.

(1) General membership meetings shall be held the third Tuesday of each month at the Madison Union Hall or at such place and time as shall be designated by the Local Union Executive Board upon reasonable notice of such change to the membership. Unless provided for elsewhere in these Bylaws, in the absence of any member of the
Local Union Executive Board whose attendance is required to perform the conduct of the meeting, the principal executive officer shall appoint a temporary replacement to fulfill those duties, who shall be a member in good standing. Membership meetings may be suspended during any three (3) months between June and October by action of the membership at a meeting after reasonable notice of the intention to vote upon such question.

(2) The President or presiding officer shall call the General Meeting to order at 7:00 p.m. The order of business at each meeting shall be as follows, unless suspended by a majority vote of those in attendance at the meeting:

1 — Call to order
2 — Roll call of officers
3 — Nomination, election and installation of officers
4 — Reading of the minutes of previous meeting
5 — Communications and recommendations of Executive Board
6 — Report of delegates and committees
7 — Unfinished business
8 — New business
9 — Secretary-Treasurer's report
10 — Good and Welfare
11 — Adjournment

(3) Members in attendance at 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 advocate any conduct that 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 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 meeting.
If such action is taken by the presiding Chairman, the time and place for 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 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.

4 The Local Union Executive Board is authorized to permit membership meetings to be held on a division, craft, place of employment or similar basis as it shall consider appropriate considering the special needs of the organization. When the Local Union Executive Board authorizes such meetings by division, craft or place of employment each such meeting shall be conducted by officers or agents of the Union or by a member designated by the principal executive officer as provided elsewhere in these Bylaws, who may appoint a member or members to keep minutes of the meetings. Such division, craft or place of employment meetings shall be conducted under the same rules and procedures as general meetings, except that such division, craft or place of employment meetings shall be limited to the conduct of business concerning contracts, voting on strikes, handling of grievances, 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 such other business that may apply only to their division, craft, or place of employment. No general business of the Local Union involving expenditures, election of Local Union officers, or other matters normally conducted at the General Meetings as established by these Bylaws, shall be conducted at division, craft or place of employment meetings. Membership meetings permitted under this subsection shall be subject to all of the requirements of subsections (A)(1) and (3) above.

B) Special Meetings.

Twenty-five percent (25%) 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-five percent (25%) shall be from the same employer. If the President does not call such meeting, the Local Union Executive Board shall call such meetings 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 seven (7) members in good standing. 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 authorized by the Local Union Executive Board, reasonable notice shall be given by the Secretary-Treasurer of the time, date, place and question or situation upon which the referendum is to be held. 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) shall be eligible to vote on any question before the membership meeting or in a referendum.

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 Local Union.

(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 the initiation fee and one month's dues by cash.

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

(4) He shall have taken the oath of obligation as a member at a regular meeting following the action upon his application, unless dispensed with by the Local Union by policy or practice. 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.
(5) The first money received from an applicant for membership must be applied to the payment of dues for the month in which the applicant is first obligated to pay dues. If this Local Union permits an applicant to pay an initiation fee on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. Membership for new members shall date from the first month for which dues are paid once full payment of the initiation fee is completed. All new members presenting themselves for initiation shall receive, upon request, a free copy of the International Constitution and the 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.

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 or the International 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 on checkoff shall be under a duty to pay his dues directly to the Local Union during any calendar month in which he does not have sufficient earnings, which are subject to the checkoff authorization, from which his employer could make the dues deduction. 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.

(C) Issuance of Transfer and Withdrawal Cards.

(1) The issuance of transfer cards will 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 will be handled in strict compliance with Article XVIII, Sections 6 and 7 of the International Constitution.

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

(3) No charge for honorable withdrawal cards will be made to any member who is in good standing if same is requested at the time of termination of employment.
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.

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 affiliate, shall be required to retain active membership.

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. Supervisory employees shall not be permitted to hold office unless permitted by federal, state, local or provincial law.

Responsibility of Members to the Local Union.

Every member by virtue of his membership in this Local Union is obligated to adhere to and follow the terms of the Local Union's Bylaws and the International Constitution with respect to his rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

Every member covered by a collective bargaining agreement at his place of employment, 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 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, business representatives and agents 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 provisions of this Section.
(3) No member shall interfere with the elected officers, business representatives, 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 of them provided that this does not interfere with the individual rights of members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

(4) No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, shall not slander or libel the Local Union, its member 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 assembly or meeting of other members 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 shall 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 the International 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 intraunion remedies as required by the International Constitution and applicable law;

(6) For the purpose of Section 20(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 20(F) 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 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 judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laboring 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 member's 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 involved in the subject matter of the charge shall sit on the trial board. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Local Union Executive Board, whose decision shall be
appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these Bylaws. The officer alleged to be involved shall not vote on whether he is qualified to remain on the hearing panel. If 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 is unable to attend the hearing for any reason, then the principal 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 the substitute. If both the President and Secretary-Treasurer of the Local 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 appoint the substitutes. Charges by, against or involving a majority of the 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.

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 Conferences 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 registered or certified mail at least ten (10) days prior to the hearing. No hearing on any charge shall be held less than ten (10) days from the date on which notice of the hearing has been served on the parties unless all parties agree to waive this requirement. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these Bylaws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, 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 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 (5) years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments and other financial obligations. No member or officer shall be required
to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same or arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered on those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

(3) In the event of non-compliance with the decision handed down by a trial or appellate body, the member, 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 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 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 the authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be received by the Executive Board not later than five (5) business days prior to the scheduled commencement of the hearing and shall be honored. 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 principal office until final disposition is made of the case.

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

(C) **Exhaustion of Remedies.**

No member or officer of this Local Union shall resort to any court or agency outside this Local Union or the International Union unless and until they have exercised all rights as a member and have exhausted all forms of relief and avenues of appeal as provided by the International Constitution or these Bylaws, unless otherwise provided by statute.

**SECTION 22**

**BONDING**

(A) Every officer, agent, employee, other representative of this Local Union or shop 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 for 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 arrangements and pay from the general funds of this Local Union the cost of 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 cancelled 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 22(A) above to take the place of the cancelled 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 22(C) above cannot within thirty (30) days provide the surety bond required in conformity with the provisions of Section 22(A) above, 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
STANDING RULES FOR UNION MEETINGS

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 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" 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 (2) 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, avoid all invective and indecorous language, as well as any reflection on the Local Union or any member thereof; 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 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 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 the 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 the 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. Any member who is disorderly in the meetings, shall be ejected from the hall by the Warden.

Rule 18. No member shall enter or leave the Union meeting during the reading of the minutes, admission of new members, installation of officers, or the taking of a question by yeas and nays; and no member shall be allowed to leave the Union meeting without the permission of the presiding officer.

Rule 19. No subject of a political or religious nature shall be at any time admitted, but subjects which affect the economic welfare of our members shall not be prohibited even though they are political in nature.

Rule 20. 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 21. When a question is postponed indefinitely, it shall not come up again, except upon a majority vote of the members present and voting.

Rule 22. 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 23. 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 24. If proper motion to amend has been made, the question on the amendment shall be put first; if more than one (1) amendment has been offered, the question shall then be put as follows: (1) amendment to the amendment; (2) amendment; (3) original proposition.

Rule 25. 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 26. 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 27. 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 28. When the presiding officer 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 officer shall recommence taking the vote.

Rule 29. One (1) tap of the gavel shall call to order; two (2) taps to be seated; three (3) taps to rise.

Rule 30. Any question on procedure in debate, not provided for herein shall be governed by Roberts' Rules of Order, Revised.

Rule 31. 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 24
INTERNATIONAL CONSTITUTION

These Bylaws are subject to the Constitution and Bylaws of the International Brotherhood of Teamsters and applicable Joint Council Bylaws. 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 duties imposed upon a Local Union by such Constitution.

Neither this Local Union, nor any of its officers, business representatives or employees, has the power to make any contract or agreement nor to incur any liability which shall be binding upon the International Union or any of its affiliates other than this Local Union unless the written consent of the governing body or executive officer thereof has first been obtained authorizing such action. Neither this Local Union nor any of its officers, representatives or employees has been authorized or empowered to act as an agent of the International 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 the Local Union Executive Board from entering into a bona fide collective bargaining agreement with another union covering Local Union employees, subject to the requirements of Article XXII, Section 2(b) of the International Constitution.

SECTION 25
LOCAL UNION PROPERTY

No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its officers, representatives or employees and no property held in trust by any trustee for and in behalf of this Local Union, expressed or implied, which was created or established by this Local Union, and whose purpose is to provide benefits for the Local Union itself, or 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, RATIFICATION OF AGREEMENTS, STRIKES AND LOCKOUTS

(A) Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of the employer or by this Local Union, the principal executive officer or business representative 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, conference-wide or national agreement, it is understood that the bargaining demands of this Local Union may be accepted, modified or rejected by the overall negotiating committee in accordance with such rules and procedures as may be adopted by the area-wide, conference-wide or national bargaining group.

(B) The Secretary-Treasurer shall submit to Joint Council 39 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.

(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) above, or in the case of area-wide, conference-wide or national 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. 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 Department 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 Department of the International Union a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations, and the expiration date.

(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 process of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the International 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, conference-wide or national agreements are involved, it is understood that the specified majorities of the members covered by such agreements must vote to strike as set forth in Article XII, Sections 1 or 2 of the International Constitution, and in such event, such strike
vote shall apply to this Local Union, regardless of the individual vote of this Local Union on that question.

(E) 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. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated and approved on a state, multi-state, multi-area, multi-employer or national, company-wide or area basis of which unit such employer is a member. In either case, the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also, with the approval of the General President, terminate such strike without vote.

(F) Prior to a strike, boycott, lawsuit or any serious difficulty, the principal executive officer shall immediately notify the Joint Council of which it is a member of any contemplated action, as required by the International Constitution.

(G) Out-of-work benefits shall be payable to members only as provided by and in accordance with the International Constitution. The principal executive officer shall be responsible for the securing of such benefits where the Local Union is eligible to receive them, executing all documents required by the International and returning all monies from 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
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 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.

The General Executive Board of the International Union 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 28
AMENDMENTS

(A) Proposed amendments to these Bylaws shall be submitted in writing at the General Meeting of the Local Union only in the month of January of each year upon initiation either by petition of twenty-five (25) members in good standing or by a 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 or duties of the incumbent officers. Such amendments may be made effective only as of the beginning of the next term of office.

(B) All such alterations or amendments shall be read at two (2) consecutive General Meetings. The proposed alterations or amendments shall be voted upon at the next General Meeting after the second reading. It shall take a two-thirds (2/3) majority vote of all members present for adoption.

(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 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 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 or mental disability, national origin, sexual orientation, gender identity, or any other legally protected group.

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

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

SECTION 30
FISCAL YEAR

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