

**BYLAWS
OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 20**

TOLEDO, OHIO

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TABLE OF ARTICLES

Article	Page
Preamble	1
I Name.....	1
II Objectives.....	1
III Jurisdiction and Membership.....	3
IV Affiliations.....	3
V Stewards' Council.....	3
VI Meetings of Stewards' Council.....	4
VII Stewards' Convention.....	5
VIII Executive Board.....	5
IX Officers.....	7
X President Emeritus.....	14
XI Unit Officials.....	15
XII Standing Committees.....	16
XIII Nomination & Elections of Local Union Officers: Rules...	17
XIV Vacancies in Office.....	22
XV Dues, Initiations Fees and Assessments.....	23
XVI Legal Defense Fund.....	25
XVII Rights and Privileges of Members.....	27
XVIII Duties and Obligations of Members.....	28
XIX Strike Authorization.....	29
XX Trials of Officers and Members.....	31
XXI Membership Meetings.....	33
XXII Rules of Order.....	35
XXIII Amendments.....	35
XXIV International Constitution.....	36
XXV Savings Clause.....	36
XXVI Oath of Office.....	37
XXVII	37
XXVIII	38
XXIX Obligation.....	38

Preamble

Local 20 is a Union organized to promote and protect the rights of workers in the over-the-road and local cartage, warehouse, heavy construction and building supplies and miscellaneous processing industries, and such other workers who come under Teamsters jurisdiction, in gaining and maintaining an equitable share of the food, shelter and clothing they produce and distribute. The Union achieves this purpose by setting up with democratic procedure, the machinery to engage in the economic and political struggle for higher living standards and a better world for the workers.

Without a Union, the worker is at the mercy of the owners of the tools and plants of production and distribution. The amounts and quality of the food he and his family eat, the kind of clothes they wear and the sort of home they occupy are determined by the owners, unless the workers are banded together in strong Unions. Only then are they permitted to fight for a voice in the determination of their living standards, job security and civil rights.

Democratic procedure is necessary to the health and life of the Union. For the establishment of this necessary democratic procedure, the Union provides in its Bylaws a clear statement of the rights and duties of the members, along with the rules agreed upon for the maintenance and promotion of their organization.

The Bylaws of Local 20 are designed as a guide to the achievement of a better, free world. It is hereby printed and placed in the hands of every member so that he can have an easily accessible statement of rights, duties and the rules of operation. For the successful functioning of the Union, it is important that every member read their Bylaws and study them thoroughly, and keep them for ready reference. Furthermore, the Stewards upon whom lies the burden of mobilizing Union strength, linking the Union in the shops with the central union organizations, and supervising the operation of such contracts as may exist, have an even stronger obligation to become familiar with every clause in every section of these Bylaws.

United we stand and become stronger; divided we fall back in the chasm of insecurity, want, economic and political slavery.

Article I

Name

This Union shall be known as TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION, LOCAL NO. 20 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS. The area jurisdiction of this Local Union includes the following counties: Defiance, Erie, Fulton, Hancock, Henry, Huron, Lorain, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Williams and Wood.

Article II

Objectives

The objectives of this Union are to unite all workers who come under Teamster jurisdiction into a strong, powerful union to better protect and advance their economic, social and political interests by:

A. Carrying on a constant, widespread and active organizing campaign to organize the unorganized, regardless of race, color, creed, nationality, age, physical or mental disability, sex or sexual orientation, gender identity or any other protected group or class under the direction of the Union, the Executive Board and the Stewards' Council.

B. Establishing constantly higher standards of pay and working conditions.

C. Protecting and extending all democratic institutions on civil rights and liberties.

D. Carrying on a widespread educational program amongst our members through classes, lectures, speakers, literature and books.

E. Encouraging and developing the broadest possible rank and file participation in the leadership and decisions of the Union.

F. Protecting labor's sacred right to strike.

G. Encouraging and assisting our members in the acquisition of additional knowledge and information so that they may be better able to evaluate and pass judgment upon the matters and things which influence their lives and the affairs of this Union; encourage them to participate actively in the affairs of government and of their community; encouraging them to participate actively in the affairs of the Union; instilling in them the firm knowledge and belief that freedom and democracy cannot exist within this organization unless the will of the majority prevails over the will of the minority; requiring that every member recognize his responsibility to this organization as an institution; and requiring that our members refrain from conduct that would interfere with the performance of our legal or contractual obligations.

H. Encouraging participation in political activities which tend to foster our welfare, to the extent permitted by law, within the limits of the means and finances available to us, authorized by a vote of the majority of the Stewards attending a Stewards' Council meeting, and within the scope of the authority conferred by such vote.

Political activities shall include the dissemination of information, views, opinions, suggestions and appeals to any and all persons by any means available concerning any candidate for public office or political issue. It shall also include, to the extent permitted by law, financial contributions in support of the campaigns of candidates or for or against any political issue.

I. 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.

J. 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 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, its members, and their families.

Article III
Jurisdiction and Membership

Eligibility to membership in this Local Union shall be as set forth in the International Constitution, and applicants for membership shall comply with and be subject to the requirements imposed by these Bylaws and the International Constitution. The jurisdiction of this Local Union shall be determined by the International Union from time to time.

Article IV
Affiliations

Section 1. This Local Union must affiliate with the Joint Council, Ohio Conference, Central State Conference, and such other affiliates of the International Brotherhood of Teamsters as may be required by its Constitution in the future. In addition, the President may, when he considers it to be in the best interest of the Local Union, affiliate this Union with any other organization subject to the approval of the Executive Board and the Stewards' Council.

Section 2. The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies. The Principal Executive Officer shall have first priority. After the Principal Officer, the remaining delegates shall be selected from the salaried elected officers and elected Business Agents (if any) in the following priority: President, Secretary-Treasurer, Vice President, Recording Secretary, Trustee in order of number of votes received in the most recent election.

Article V
Stewards' Council

Section 1. There shall be a Stewards' Council. The Stewards' Council shall be composed of delegates who are the officers, shop stewards and full-time business agents or representatives of Local 20. The Stewards' Council, like the Congress of the United States, shall be the legislative assembly of the Local Union. As provided in Section 3 of this Article, the Stewards' Council is the governing body of the Union and as such imposes upon each and every delegate a serious responsibility which cannot be taken lightly. This responsibility includes the duty to attend meetings of the Stewards' Council, to participate actively in the discussions therein, and to report back the proceedings of each Stewards' Council to their unit or industry.

Section 2. Except as may be otherwise provided in this Constitution and Bylaws, the Stewards' Council acting only upon and specifically limited by the Executive Board's recommendation is authorized and empowered to manage, invest, expend, contribute, use 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. The Stewards' Council is hereby empowered, in addition to such other powers as are set forth herein or are conferred by law to act upon the recommendations of the Executive Board to:

A. Borrow and loan, directly or indirectly, any monies 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.

B. Transact all business and to manage and direct the affairs of the Local Union between Stewards' Conventions except as may otherwise be herein provided.

C. Do all acts, whether or not expressly authorized herein, which the Stewards' Council may deem necessary or proper for the protection of the property of the Local and for the benefit of the organization and members.

The Stewards' Council may delegate to the Executive Board any of the functions and powers of the Council herein set forth.

In the event the Stewards' Council fails to approve any recommendation of the Executive Board, then the issue shall be resolved pursuant to Section 3 of this Article.

Section 3. The Stewards' Council shall be the governing body of the Union; however, the Executive Board of the Union shall have the right to make recommendations to the Stewards' Council for the consideration of the Council. Both the Stewards' Council and the Executive Board will at all times endeavor to work cooperatively to the end that the welfare of the members of the Union shall remain paramount. In the event of any serious disagreement between the Stewards' Council and the Executive Board, the President of the Union shall be obligated to refer such disagreement to the membership of the Union for a referendum vote.

Section 4. Voting on all problems or issues which come before the Stewards' Council shall be on the basis of one vote for each delegate and only those delegates present shall be entitled to any voting power.

Section 5. Ten percent of the Stewards shall constitute a quorum but when notice of any Stewards' Council meeting shall have been made twenty-four (24) hours in advance of any meeting this requirement may be waived by the consent of a majority of the Stewards present.

Article VI

Meetings of Stewards' Council

Section 1. The Stewards' Council shall hold regular meetings the third Wednesday of each month at a place to be determined by the President subject to the approval of the Executive Board, beginning at 8:00 P.M., and ending not later than 10:30 P.M., unless otherwise ordered by the Council; except that meetings shall be suspended during the months of June, July, August and December. The date, time or place for a regular monthly meeting of the Stewards' Council may be changed upon recommendation of the President with the approval of the Executive Board and the Stewards' Council. The Stewards' Convention as provided in Article VII shall be the regular meeting of the Stewards' Council for the month of September.

Section 2. The President of the Union shall call the meeting to order promptly at the above hour mentioned.

Section 3. Upon the request of 20 percent (20%) of the Stewards for a special meeting, the President shall within not less than five (5) days, nor more than ten (10) days, call such special meeting, or, the President may at his discretion, having regard for the emergency of a situation, call such special meeting himself.

Article VII
Stewards' Convention

Section 1. There shall be a Triennial Convention of Local 20, which shall be a Constitutional Convention.

Section 2. The eighth Triennial Convention of Local 20 shall be convened by the President during the month of September, 1983, at a location within the jurisdiction of Local 20. Thereafter there shall be a succeeding Triennial Convention of Local 20 every three (3) years thereafter during the month of September.

Section 3. The Convention shall be composed of all Stewards in each shop and industry unit which have been elected or selected pursuant to Article X of this Constitution and Bylaws, officers of the Union and all business agents and representatives of the Union.

Section 4. Each delegate to the Convention as set forth in Section 3 above shall be entitled to one vote.

Section 5. At least sixty (60) days before the date fixed for the opening of the Convention, the Secretary-Treasurer of the Union, upon the direction of the Executive Board, shall issue a call for the Convention. He shall notify each delegate of any relevant facts pertaining to the proposed Convention giving instructions as to the time, place, and other important facts pertaining thereto. He shall furnish delegates with official credential blanks and other necessary forms and papers.

Section 6. The Local Union shall present merit awards, as stated hereunder, at every Convention. The merit award, the nature of which shall be determined by the Executive Board of the Union, shall be presented to members in good standing who, in their own Unit, in the opinion of the Executive Board, have made the greatest contribution, service-wise, to the Union in the three years immediately preceding the Convention at which the award is presented.

Article VIII
Executive Board

Section 1. There shall be an Executive Board.

Section 2. The Executive Board of the Union shall be composed of the President, the Vice President, the Recording Secretary, the Secretary-Treasurer, and the three (3) Trustees.

Section 3. The Executive Board shall be the highest ruling body between meetings of the Stewards' Council. It shall have the power to approve or disapprove recommendations of the President which are provided for in this Constitution and Bylaws. It shall have the power to make recommendations to the Stewards' Council concerning all matters which the Stewards' Council has the power to act upon as set forth in Article V. Between the meetings of the Stewards' Council it shall have full authority to perform all acts which the Stewards' Council is authorized to perform as set forth in Article V.

Section 4. On the third Wednesday of each month, the President shall convene the Executive Board at 435 South Hawley Street, Toledo. The date and time for a regular monthly

Executive Board meeting may be changed upon recommendation of the President with approval of the Executive Board.

Section 5. If, in the opinion of the President, he feels an Executive Board meeting shall be convened at any other location within the jurisdiction of Local 20, he may do so provided reasonable notice of the meeting is given to each member of the Executive Board.

Section 6. A majority of the 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.

Section 7. On matters requiring action by the Executive Board, when the Executive Board is not in formal session, the Executive Board may act by telegram, facsimile, letter, electronic mail or telephone. When the President requires action by the Executive Board, he may obtain same by telegraphing, writing, electronic mailing or telephoning to the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner. Such action so taken by the majority of the members of the Executive Board shall constitute action of the Executive Board as though the Executive Board were in formal session; provided, however, that any such action must be recorded in the minutes of the Executive Board and ratified by a majority of the members of the Executive Board at its next meeting.

Section 8. The Local Union is authorized to pay all the expenses for investigating services, employment of all counsel and necessary expenditures in connection with any cause, matter, case or cases where an officer, representative, employee, agent, or one charged with acting in behalf of the Local Union is charged with any violation or violations of law or is sued in any civil action or actions: (1) if a majority of the Local Executive Board in its sole discretion, subject to the approval of a majority of the Steward Delegates present and voting at a regular meeting at the Stewards' Council determines that said charges or law suits are (a) unfounded, or (b) are politically motivated, or (c) were filed in bad faith in an attempt to embarrass or destroy the Union or the Union officer or representative, or (2) if a majority of the Local Executive Board in its sole discretion, subject to the approval of a majority of the Steward Delegates present and voting at a regular meeting of the Stewards' Council determines that the expenditures should be made.

Section 9. The Local Union Executive Board is hereby empowered to enter into jurisdictional settlement and comply with jurisdictional awards on behalf of the Local Union with the approval, or in accordance with the directions of the International Union.

Section 10. Except as maybe otherwise provided in these Bylaws, the Local Union Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to sell and/or dispose of assets (excluding sales or exchanges of automobiles), manage, invest, expend, contribute, use, borrow, lend and acquire Local Union funds and property in the pursuit of accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof. However, the Local Union Executive Board shall not have the authority to bind the Local Union for personal services to be rendered to the Local Union or its Executive Board, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This shall not prevent the Local Union Executive Board from

entering into a bona fide collective bargaining agreement with another Union covering Local Union employees, subject to the requirements of Article XXII, Section 2 (b) of the International Constitution, provided, however, that if the Local Union and employees form a Union following the Local Union officer election, or a new collective bargaining 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.

Section 11. 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.

Article IX **Officers**

Section 1. The officers of the Union shall be the President, Vice President, Recording Secretary, Secretary-Treasurer, and three (3) Trustees. These officers shall constitute the Executive Board of the Union. The term of office of all officers shall commence on the first of January in the year following the election.

Section 2. It shall be the duty of the President to preside at Membership and Stewards' Council meetings of the Union and the Executive Board, preserve order therein, enforce the International Constitution, this Constitution and Bylaws and the rules of order adopted pursuant thereto. It shall be his duty to see that all officers perform their respective duties and to appoint any and all committees, both standing and special, as may be required from time to time by this organization. He shall also have the right to serve on all committees by virtue of his office, and in general, shall perform all duties incident to the office of President, and such other duties as may be provided by the Executive Board or Stewards' Council from time to time.

Section 3. The President shall be the principle executive officer and administrative head of the Union. Except as limited in our Constitution and Bylaws or in the Constitution of our International Union, he is authorized to supervise, direct and control all of the executive and administrative functions of this organization. The President shall strive at all times to attain and preserve for all workers under the jurisdiction of Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local No. 20 just and reasonable working conditions, hours of work and rates of pay, to secure healthful surroundings in their place of employment, and respectful treatment on the part of their employers, to cultivate friendly relations between workers and generally to improve their social, economic and cultural standards. It shall be the further duty of the President:

A. To assign tasks and direct the organizational work of all staff members and to give regular reports of their activities to the Stewards' Council. The President shall appoint a Director of Organization, whose responsibility will be to organize the unorganized. He shall receive a salary for the term of his appointment to be set by the President subject to the approval of the Executive Board.

B. To render a report either personally or through his assistant to the Executive Board and Stewards' Council at least monthly regarding his activities on behalf of the Union, subject to Article VI, Section 1.

C. He shall furnish a bond in an amount and manner fixed by law. The Union shall pay the premiums on the bond.

D. He shall have general charge and supervision of all the officers and employees of this organization and shall have power to appoint, suspend, or discharge all business agents, organizers, department heads, administrative assistants, office and clerical personnel, custodial employees, or other employees or professional personnel who provide guidance and services. Business Agents and Assistant Business Agents shall be appointed and may be removed at will only by the appointing authority. He shall have the authority to establish the salaries, hours of work, and working conditions of all these employees or representatives taking into consideration area practices, and the income and expenses of the Union as a guide when establishing the conditions herein mentioned. He may appoint elected officers as Business Agents. Appointed Business Agents cannot be appointed for a period beyond the term of office of the President.

In addition to salaries and other allowances paid to employees of the Union, the President shall have the authority to cover all employees or representatives of the Union with all fringe benefits in effect for the membership of the Union covered by collective bargaining agreements in the greater Toledo area. Such fringe benefits shall include, but shall not be limited to, the following items:

1. Pension
2. Health and Welfare Benefits
3. Paid Sick Leave
4. Paid Holidays
5. Jury Pay
6. Election Pay
7. Voting Time Pay
8. Leaves of Absence
9. Vacations

He shall have the authority to institute such other fringe benefits that are in effect or are instituted in the greater Toledo area. 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. He may designate any of the officers as Business Agents or Assistant Business Agents. Business Agents who are not officers shall not exercise executive functions or determine policy. In all cases where the duties of the Officers, Business Agents or employees are not specifically prescribed by this Constitution and Bylaws, the International Constitution or Resolutions of the Executive Board or the Membership, they shall obey the directions and orders of the President.

E. To negotiate and sign on behalf of the Union, all agreements with employers after the approval of a majority of the members involved voting at a ratification meeting; subject to Article XII, Section 1 of the International Union Constitution. All documents involving the affairs of the Union must bear the signature of the President in order to be valid; however, the President may delegate this power to sign documents to his assistants provided he assumes the responsibility for their actions.

F. To sign all checks for withdrawals of funds from the accounts of the Union and when out of the city, to entrust the key to the check signature machine to the Secretary-Treasurer.

G. 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 questions; 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 twenty-five percent (25%) of the membership.

H. The President, together with the Secretary-Treasurer, shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution and this Constitution and Bylaws or law may require of him.

I. The President, in conjunction with the Secretary-Treasurer, shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Local Union, including such amounts which in his judgment will further the best interest of the Union, subject to the approval of the Executive Board and the Stewards' Council. This shall include the right to initiate, defend, compromise, settle, arbitrate, release or pay the expenses and costs of all legal proceedings or actions of any nature, subject to the provisions of Article IX, Section 9 (c) of the International Constitution if, in his judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization. He is authorized to pay or reimburse for the payment of all reasonable expenses involved in defense of civil and criminal proceedings instituted against our officers and authorized agents and representatives in their individual capacities, including the fees of an attorney, subject to the following conditions:

(1) It must appear that the proceedings arose or grew out of the performance of their duties for and on behalf of this organization.

(2) If the proceedings be criminal in nature, they must have finally terminated without a conviction, a plea of guilty, or a plea of nolo contendere.

(3) If the proceedings be civil in nature, they must have finally terminated without an adjudication or admission of wrongdoing.

J. Only the President, who is the administrator and responsible head of this Union, has the right to call strikes and generally determine what is a labor dispute. He is the only one who has the responsibility to determine such labor dispute, subject to the provisions of the International Constitution and the Constitution and Bylaws of this Local Union. He may give this authority to another officer of this Local Union, providing he accepts the responsibility for it.

K. The President may recommend to the Executive Board 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 persons or organizations which the President may feel are deserving of such aid in the best interest of the Labor Management.

L. He shall have the authority to interpret this Constitution and Bylaws and to decide all questions of law thereunder between meetings of the Executive Board.

M. The President shall devote his entire time to the service of the Local Union. It is understood, however, that this shall not prohibit or prevent him from accepting a call to service by the city, state or national government of the United States or a call to the service of the International Union by the International President, or a call to service of any subordinate body of the International Union, and if such call is made, and he believes that it is in the best interests of the Local Union to accept, his position and remuneration shall not be interfered with and shall continue.

N. The President of Local 20, without the approval of the Executive Board or the Stewards' Council, may appoint a member of the Union to assist him in carrying out the duties of his office, who shall receive a salary for the term of his appointment to be set by the President subject to the approval of the Executive Board.

O. The President shall have the authority to make any arrangement necessary to care for a business representative, employee or agent of the Union who may be permanently injured, or otherwise disabled, or acting for or on behalf of the Local Union or to provide for such individuals Insurance and Health and Welfare Benefits during disability or upon retirement.

P. The President shall make the necessary arrangements for expenditures of Local funds to provide Insurance and Health and Welfare Benefits to officers and employees of the Union who retire or become disabled after fifteen (15) years of faithful service to the Union.

Q. In the event any other officer and/or representative of this Union receives a call to service of the International Union, or a call to service of any subordinate body of the International Union and the President believes it is in the best interests of the Local Union for such officer and/or representatives to accept, his position and remuneration shall not be interfered with and shall continue.

R. Upon completion of an election of officers that results in a new President, the incumbent President or designee shall meet with the President-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 4. The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution, by this Constitution and Bylaws, and in general perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President or the Executive Board. He shall see that all notices shall be given in accordance with the provisions of this Constitution and Bylaws or as required by law.

He shall make a monthly report to the Stewards' Council giving the financial standing of the Local, and shall keep itemized records showing the source of all monies received, and shall keep records, vouchers, work sheets, books and accounts and resolutions to verify the correctness of any such report.

He shall, together with the President, sign all checks for withdrawals of funds from the accounts of the Union and entrust the key to the check signature machine to the President when he is absent from the office.

A. 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. Upon a request of any member made in writing setting forth good and sufficient cause for requesting examination of any books, records, and accounts necessary to verify any report covering the period of his membership filed in compliance with any statutory requirement, he shall make arrangements to have the records desired available for inspection during the regular business hours at the principal office of the Local Union. In the event that he believes that just cause does not exist for the request made, he shall so inform the member in writing and that member may then appeal the matter within ten (10) calendar days, in writing, to the Executive Board.

B. The Secretary-Treasurer shall have custody of the Local Union Seal and records of the proceedings of all Stewards' Council meetings and meetings of the Executive Board of the Local Union, as prepared by the Recording Secretary, or such person as is authorized to take such proceedings, and shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon 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 agreements 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 made or received by the organization where another labor organization subordinate to the International Brotherhood of Teamsters has negotiated such contract, and the employees represented by this Local Union are directly affected by such agreement, which agreements shall be available for inspection by any member or by any employee who establishes that his rights are affected by such agreement, during the regular hours maintained at the principal office of the Local Union.

C. The Secretary-Treasurer shall be the administrator for all funds of the Local Union and shall be responsible for the financial records of the Union. He shall be bonded in amount prescribed by the law. The Union shall pay the premiums on the bond. As administrator of the funds of the Local Union, he shall receive all monies paid the Local Union, giving receipt therefor for any dues, initiation fees, or other fees, assessments or fines. All monies shall be deposited in such reliable bank or banks in the name of the Local Union at least twice a month or oftener, if possible, as the Executive Board may designate from time to time. The Secretary-Treasurer must report the names and addresses of all new members coming into the Local Union to the General Secretary-Treasurer.

D. The Secretary-Treasurer shall also maintain a record of all members in good standing with their last known addresses, addresses of all new members coming into the Local Union initiated or reinitiated each month, together with those who become suspended for non-payment of dues or for any other cause, as well as a correct list of those who take transfer or withdrawal cards, and he shall promptly notify the General Secretary-Treasurer of the death of any member. He shall send, on a current basis, a revised list of the names and addresses of all members in good standing in the Local Union to the General Secretary-Treasurer. Said record shall not be open to inspection by any member except subject to Article XIII, Section 6. (E).

E. 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 is sent to the General Office before he transfers the funds of the organization to his successor in office. He shall also give to his successor all papers, documents, records, vouchers, work sheets, books, money and other Union property that may have been entrusted to him by virtue of his office and he 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 five (5) years.

F. The Secretary-Treasurer shall devote his entire time to the service of the Local Union. It is understood, however, that this shall not prohibit or prevent him from accepting a call to service by the City, State or National Government of the United States or a call to service of the International Union by the International President, or a call to service of any subordinate body of the International Union, and if such call is made, and he believes that it is in the best interests of the Local Union to accept, his position and remuneration shall not be interfered with and shall continue.

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 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 (C) 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.

Section 5. The Vice-President shall preside at all meetings during the absence of the President. He shall perform such other duties and render assistance as may be directed by the President.

Section 6. It shall be the duty of the Recording Secretary to attend Stewards' Council meetings and meetings of the Executive Board of the Local Union; to keep minutes of the proceedings of the Local Union and the Executive Board, which need not be verbatim; and to keep a record of the names of the members comprising each committee. The Recording Secretary shall accurately record the motions made at meetings and shall include the names of the members making and seconding a motion, whether the motion was adopted or rejected, and the results of any division of the house or secret ballot votes. In his absence, the President shall

appoint a member to act as Recording Secretary pro tempore and such Recording Secretary shall have the duties herein set forth.

All records which are required to be prepared by the Recording Secretary under this Constitution and Bylaws shall be promptly deposited with the Secretary-Treasurer to be maintained in the office of the Secretary-Treasurer.

Section 7. 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 find them correct and the bank balances verified with the balances of 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. They shall receive and review the original surety bond required and furnished by each officer, employee and representative of the Local Union required to be bonded by the Constitution or by statute and retain it at the Local Union's principal office. They shall report on their audit to the Secretary-Treasurer after the conduct of each monthly audit. They shall perform such other duties as may be assigned to them from time to time by the President or the Executive Board. In the event of the unavailability of a Local Union Trustee, the remaining Trustee or Trustees shall carry out the duties imposed by this Section.

Section 8. Only the President, or his designee, can authorize expenses or allowances. When representatives or employees of this Union are engaged in activities in the interest of or for the benefit of the organization or its members, upon authorization by the President, the Union shall pay the expenses incurred therein or reimburse the representative or employee upon receipt of itemized vouchers from him or from the supplier of such services. The President shall continue the present practices of the Local Union of compensating rank and file members of this organization who lost time from their work. Whenever rank and file members of this organization lose time from their work when engaged in activities on behalf of the Union, and if they suffer a loss of income as a result thereof, they may be compensated for their loss and expenses from the general funds. Provided, however, they must have been duly authorized to so serve and act and informed that they would be reimbursed in an amount which the President shall, in his sole discretion, agree upon. Provided further, neither compensation nor expenses shall be paid for attending membership meetings.

Section 9. All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law in order to be filed with any Federal or State Agency either for or in behalf of the Local or as an officer or employee hereof, but accidental default shall not be considered a violation of the duty imposed by this Section. The premiums for any bond required by law of officers or agents of the Union shall be paid for by the Union.

Section 10. The President shall receive a stated salary. His salary shall not be decreased during his term of office. Increases in the President's salary shall be determined by the Executive Board with approval of the Stewards' Council. Nothing herein shall prevent the President from receiving in addition to his stated salary, fringe benefits which are enjoyed by business agents of this Union.

Section 11. The Local Union may provide its officers or representatives with automobiles upon authorization of the Stewards' Council, or in lieu thereof, they may be paid an allowance for use of their automobiles in such reasonable amount or at such rate as shall be approved by the Local Union Executive Board, and based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. In such instances where the Local Union provides an automobile, title to the automobile shall remain at all times in the name of the Local Union. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such automobiles and are responsible for their safeguarding. Accordingly, for the convenience of the Union and as partial compensation for such additional responsibilities, such officers or representatives shall be permitted private use of such automobiles on a round-the-clock, continuous basis, including private use when the automobiles are not required on Union business. Upon authorization of the Local Union Executive Board, the Principal Executive Officer is empowered to sell, exchange or lease automobiles or arrange financing therefore on behalf of the Local Union. Where the Union does not own the automobiles, in addition to such allowance as set forth above, the Union shall pay for the liability, medical pay, comprehensive and collision insurance covering said automobiles. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Article VIII, Section 11.

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

Section 12. Because of the requirement of the officers and employees of this Union to prepare and retain financial records as provided for in Section 9 of this Article in this Constitution and Bylaws, and as provided for in the Labor-Management Reporting and Disclosure Act of 1959, all officers and employees of this Union shall submit their financial records annually to a certified public accounting firm as designated by the Executive Board for examination and preparation of financial and tax records as may be required by law. The Union shall pay all charges of the certified public accounting firm in this connection out of funds from the General Treasury.

Section 13. Officers who are full-time employees of the Local Union shall not receive additional payments for attendance at Executive Board or membership meetings.

Article X **President Emeritus**

Section 1. There shall be the position of President Emeritus of this Union who shall, upon the request of the President, act as advisor and counselor, to this Union, attend meetings of the Stewards' Council if requested, and be paid for his expenses in connection therewith.

Section 2. Whenever the Executive Board, with the concurrence of the Stewards' Council, determines that any member of the Union has demonstrated over the years an extraordinary dedication of the principles of trade Unionism, devoted his life to the betterment of the lot of the working man and significantly advanced the interest and ideals of this Local Union, they may appoint said member as President Emeritus, which position shall be for the lifetime of the appointee.

Article XI
Unit Officials

Section 1. Each unit consisting of fifteen (15) members or less shall have no more than two (2) Stewards, one of whom shall be the Chief Steward and the other shall be the Unit Secretary. For each additional twenty-five (25) members or a major fraction thereof in a unit over one hundred twenty-five (125) members, the unit shall elect one additional Shop Steward. In consideration of the fact that innumerable members of Shop Units are divided by their employment into departments, or are required to work different shifts, including nights and weekends, such units may be granted by the Executive Board as many additional Shop Stewards as may be required to insure adequate representation of all our members at all times. Procedures for conducting elections for unit officials shall be established by the Local Union Executive Board.

The Chief Steward shall be elected from the candidates nominated for that office. The candidate receiving the most votes cast by the membership of the unit shall be elected. The Chief Steward shall act as Chairman of the unit meetings and Chairman of the shop grievance meetings. The Chief Steward shall be elected for a period of three (3) years.

The Chief Steward shall appoint, as necessary, a Sergeant-at-Arms for the unit meetings.

When the unit consists of ten (10) or less members and none of them have accepted a nomination for Chief Steward, then the Business Agent shall select from among the members of the unit a Chief Steward to insure that the unit will be represented at the Steward's Council and Convention.

The Chief Steward shall attend all meetings of the Stewards' Council and the Stewards' Convention. He shall be the official delegate from his unit and shall faithfully represent the members therein on all matters before the Stewards' Council or Convention. He shall report the proceedings of the Stewards' Council or Convention at the next succeeding unit meeting.

Section 2. The Unit Secretary shall aid and assist the Chief Steward in the work of his office. The Unit Secretary shall be elected for a period of three (3) years.

Section 3. Unit Stewards shall be the highest-ranking Union officials in the unit. All Union members must accept their word as Union law during working hours. Members shall hold the Stewards in the highest esteem.

Stewards shall insure the strict enforcement and observance of the Union's agreement. They shall be responsible for the carrying out of the Union's Constitution and Bylaws and Stewards' Council and membership decisions. They shall advocate and promote all Union projects among their units. They shall be responsible for the signing of new employees in their units. Unit Stewards shall be elected for a period of three (3) years.

Section 4. No unit official shall have the right to call a strike or other work stoppage or collect dues, assessments, or any other fees owed the Union, unless he has the permission of the President, signified by letters signed by the President and containing the seal of the Local Union.

Unit officials shall not be "Officers" within the meaning of the Labor-Management Reporting and Disclosure Act of 1959, nor shall their election be subject to Article XIII of this Constitution and Bylaws.

Section 5. The following order of business shall be followed at all unit meetings:

- (A) Call to order.
- (B) Roll call.
- (C) Reading of minutes.
- (D) Chief Steward's Report.
- (E) Stewards' Council Report(s).
- (F) Report of Business Agent or Staff Member.
- (G) Good and Welfare.
- (H) Adjournment.

Section 6. All Stewards shall be obligated to attend the meetings of the Stewards' Council. Any Steward having a legitimate excuse for absentsing himself from the meeting of the Stewards' Council shall present such excuse in writing to the Executive Board to be acted upon. If in the judgment of the Executive Board there appears to be a legitimate reason to believe that a delegate to the Stewards' Council, by his or her absence is adversely affecting the members of that delegate's unit, or is adversely affecting the continued well-being of the Union as an institution, then in that case, the Executive Board shall, after proper investigation, by itself, or whomever they may delegate to conduct such investigation, remove said Steward from office. In that event, they shall declare a vacancy in that office which shall be filled in accordance with the procedures outlined hereinabove.

Section 7. Individual units may require as a condition of eligibility that candidates for unit offices attend a minimum number of unit meetings during the year prior to their nomination for unit office.

Article XII **Standing Committees**

Section 1. The Standing Committee of this Local Union may include an Educational Committee, Recreational Committee, Organizational Committee, Democratic Rights Committee, Budget Committee, Political Action Committee, Freight and Industrial Safety Committee, Insurance Committee, and such committees shall perform such duties and functions as shall be assigned to them from time-to-time by the Local Union Executive Board.

Section 2. The President shall appoint the Chairman and members of each committee. If, in the opinion of the Executive Board, any standing committee or any member thereof does not function, the Executive Board shall, after proper investigation, by itself or whomever they may delegate to conduct such investigation, remove said committee or committee member.

Article XIII
Nominations & Elections of Local Union Officers: Rules

Section 1. Times of Nominations and Elections.

Meetings as hereinafter established for nomination of officers shall be held in October subject to the provisions of the International Constitution. Election shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections and such time and place and other relevant arrangements shall be convenient to the greatest possible attendance by all the members.

This Local Union shall elect its officers by secret ballot not less often than once every three (3) years.

Section 2. Notice of Rules, Nominations, Meetings and Election.

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

Section 3. Eligibility of Members.

Every member whose dues are paid up through the month which is prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in the Collective Bargaining Agreement shall be declared ineligible to nominate, or vote for, a candidate for office in the Local Union, by reason of a delay or default in the payment of dues by the employer of the Local Union.

To be eligible for election to any office in this Local Union, a member must be in continuous good standing in his 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 the International Constitution concerning the payment of dues for a period of twenty-four (24) consecutive months, together with no interruption 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 the International Constitution, such period of withdrawal shall not be considered a break in continuous good standing in this Local Union. Payment of dues after their due date shall not restore good standing 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 check-off whose employer fails to make a proper deduction during any month in which a 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.

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.

Failure of a Local Union to issue a withdrawal card shall not be conclusive proof that a nominee was actively employed at the craft within the jurisdiction of the Local Union during the required twenty-four (24) consecutive 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) consecutive 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.

Section 4.

(A) Nominations shall be held in accordance with the provisions of Section 1 above as a general or special membership meeting at a location and time designated by the Local Union Executive Board. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and complete minutes shall be kept of that business. Nothing in this provision shall prohibit the holding of special meetings, at which meetings nominations and the conduct of the election shall be the sole order of business. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws.

(B) 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.

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

(D) 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.

(E) 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 nomination meeting, effective as of the conclusion of the term of the previous incumbent.

(F) 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 a nomination meeting is held. Candidates must accept nominations 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 of the revocation, the remaining candidate is unopposed.

(G) If any nominee shall 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 Article XIV.

(H) 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.

Section 5.

(A) 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. The election shall be by secret ballot to be placed in boxes, unless the Local Union Executive Board has authorized the use of some standard type of election mechanical device insuring the secret ballot by machine vote, the election box or boxes or machine or machines, however, to be located at a place or places designated by the Local Union Executive Board. Balloting shall be open for a period of not less than six (6) hours during the period between the hours of 8 A.M. and 8 P.M. A Local Union may extend voting beyond these hours if necessary to accommodate work schedules and provide members a reasonable opportunity to vote. It shall be the duty of the Local Union Executive Board to provide safeguards for the honest and fair conduct of such election.

(B) Voting shall be conducted by secret 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, including the authority to use mail referendum balloting or absentee balloting without membership approval. The General President shall also have the authority to direct the use of mail referendum balloting or absentee balloting without membership approval, any action of the Local Union Executive Board to the contrary notwithstanding.

Absentee voting by mail shall be permitted only upon application of members who are ill, or absent from the city or town where they are normally employed at the time of voting, because

of vacation or on an employment tour of duty. The Local Union Executive Board may permit additional reasons for absentee balloting if they so desire. Application for absentee ballots shall be made to the Secretary-Treasurer not less than five (5) days prior to the date set for the election and shall contain the grounds therefore. Absentee ballots shall be valid only if they are received by noon of the day on which the polls close. Absentee voting shall be conducted with all proper safeguards for secrecy of the ballot. Voting by writing in the name of a person who is not duly nominated shall be permitted. Any ballot shall be declared void if it contains any mark other than the voting mark.

(C) Each candidate, at his own expense, shall have the right to have an observer other than himself at each polling place and at the counting of the ballots who must be a member of the Local Union in good standing. Observers may challenge eligibility of voters, and all challenged ballots shall be sealed in a blank envelope which in turn shall be sealed in an envelope with the name of the voter thereon. If votes are challenged, such challenges shall be made in writing at the time of the election with specific reasons given for such challenges. Challenges shall be investigated to determine their validity, if challenged ballots are sufficient in number to affect the result of the election. The blank envelope containing the ballots shall not be opened until such time as all challenges have been ruled upon. Candidates shall have the right to be present at the counting of the ballots.

(D) 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 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. The officers-elect will 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, following their election. Except as provided above, no run-off election shall be held.

(E) No officer may run for another office in this Local Union, the term of which covers part of his current term, unless he resigns from his current office, effective upon the certification of the results of the election. He shall announce his intention to resign not later than fifteen (15) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by his resignation. No officer may hold another office in any other Local Union (other than a trustees Local Union) during his term of office, except by authorization of the General President and the Local Union involved. The provisions of this section relating to the holding of two (2) offices in the same Local or nomination for the same Local office shall not be interpreted to prevent business agents from running for or holding an elected office.

(F) There shall be no write-in candidates and any ballot containing a write-in candidate shall be void insofar as the vote for that office is concerned and such ballot for that office shall not be considered as having been cast in determining the vote for that office.

(G) 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 expenses 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.

Section 6.

(A) The Secretary-Treasurer shall at least twenty (20) days prior to the holding of the nominations give notice, as above provided, to the membership of the time, place, and date and the office for which nominations will be in order in connection with the election. Such notice shall be given in the manner determined by the Local Union Executive Board, consistent with these rules.

(B) 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.

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

(D) Upon reasonable request of any bona fide 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 reasonable estimated cost involved in advance. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer may require that all campaign literature be presented to him at the principal office of the Union not later than seven (7) days prior to the date of the election and may, wherein 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 in a pro rata basis. 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.

(E) The Secretary-Treasurer, to the extent required by law shall, upon reasonable notice, make available for inspection by any bona fide candidate, the membership list of the Local Union covered by Union security agreements once within thirty (30) days prior to the election date. No candidate shall be permitted by the Secretary-Treasurer to copy any names or addresses of employees shown on such list and such inspection must be made in the presence of the Secretary-Treasurer or his designee at the principal office of the Local Union.

(F) 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 thereof, and shall also retain a copy of the notices of nominations and of the election, a copy of the ballot, the official tally sheet submitted by the tellers, all ballots, ballot return envelopes and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one (1) year.

Section 7. Any member who desires to challenge a ruling on eligibility to run for office shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the General President or his designee. The decision of the General President shall be appealable to the General Executive Board pursuant to the provisions of Article VI, Section 2 of the International Constitution. In the event there shall be any protest or charges made concerning an election by any member prior to the holding of the election, such protest or charge shall be made in writing by such member within forty-eight (48) hours of his knowledge of the event complained of and shall specify the exact nature and specifications of protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer who shall refer the protest or charges to the Local Union Executive Board for disposition. The decision of the Local Union Executive Board shall be appealable to the General President, pursuant to the provisions of Article VI, Section 2 of the International Constitution.

In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or charge shall be made in writing by such member within seventy-two (72) hours setting forth the exact nature and specifications of the protest and his claim as to how it has affected the outcome of the election. Such protest or charge shall be made to the Secretary-Treasurer of the Joint Council, or State Conference, if there is no Joint Council, with which the Local Union is affiliated and the protest or charge shall be referred to the Executive Board for disposition. The decision of the Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention.

Section 8. The *Team and Wheel* is the official publication of the Union and is published monthly unless otherwise decided by the Executive Board under the supervision of an editor who shall be selected by and be responsible to the President. A copy of the *Team and Wheel* shall be mailed to each member in good standing to his last known address. Members shall be obligated to furnish the *Team and Wheel* office with any and all changes in addresses as they occur, to receive the publication. The *Team and Wheel* shall prominently display in the issue next preceding the nomination for offices the notice required to be given to each member in Section 6 of this Article and shall prominently display in the issue next preceding the election of officers, the notice required to be mailed to each member in Section 6 of this Article.

Section 9. No candidate for election shall accept or use any contributions or other things of value received from any employers, representatives of an employer, foundation, trust or any similar entity. Nothing herein shall be interpreted to prohibit receipt of contributions from fellow employees and members of this Local Union. Violation of this provision shall be grounds for removal from office.

Article XIV **Vacancies in Office**

Section 1. The Local Union Executive Board shall fill by appointment all vacancies in elected offices during the term of office for the entire remainder of the unexpired term in the manner provided in Article XXII, Section 9 of the International Constitution.

Section 2. The officers when leaving office shall surrender all books, papers, documents and funds relating to their office to the incoming officer after the new officer is bonded.

Section 3. Whenever a vacancy occurs in the office of President of this Local Union, the duties imposed upon him by this Constitution and Bylaws shall be performed by the Vice President of this Union until such time as his successor in office is filled by the Executive Board and said successor is properly bonded. In no event shall this procedure exceed ten (10) days from the beginning of the vacancy. In the case of temporary incapacitation of the President, the Vice President shall perform the duties until the President himself signifies that he is again capable to assume the duties imposed upon him in this Constitution and Bylaws.

Section 4. Whenever a vacancy occurs in the office of Secretary-Treasurer of this Local Union, the duties imposed upon him by this Constitution and Bylaws shall be performed by the Recording Secretary or one of the Trustees as determined by the Executive Board, until such time as his successor in office is filled by the Executive Board and said successor is properly bonded; or in the case of temporary incapacitation of the Secretary-Treasurer, the Executive Board shall designate from among the Recording Secretary and three (3) Trustees who shall perform the duties until the Secretary-Treasurer himself signifies that he is again capable to assume the duties imposed upon him in this Constitution and Bylaws.

Article XV

Dues, Initiation Fees and Assessments

Section 1.

(A) The regular monthly dues of this Local Union shall be calculated two and one-quarter (2.25) times (x) the hourly rate if earning \$11.00 per hour or less and two and three-quarters (2.75) times (x) the hourly rate if earning over \$11.00 per hour, rounded to the nearest whole dollar per month. "The hourly rate of pay" as used herein shall include the actual wage rate plus lump sum payments where such payments are in lieu of hourly wage increases and/or incentive pay, commissions, mileage, COLA and bonuses determined on the basis of the average of all of the classifications covered by the collective bargaining agreement; provided one dollar and thirty cents (\$1.30) of the monthly dues for each member shall be used exclusively for the continuation of the "Teamsters Local 20 Legal Defense Fund" as provided in Article XVI of these Bylaws; and further to provide fifty cents (\$.50) of the monthly dues for each member to be used exclusively for the continuation of the "Teamsters Care Program."

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

(C) Non-salaried officers, staff members (other than salaried Business Agents), and/or employees of the Local Union or any other subordinate body of the IBT shall have their dues set at no more than the highest dues of any member covered by a Collective Bargaining Agreement with Local 20.

(D) Salaried officers and salaried Business Agents of the Local Union or any other subordinate body of the IBT shall have their dues be equal to the highest dues rate paid by any member of the Local Union whose dues are calculated based upon employment at a craft represented by the Local Union.

Section 2.

(A) The Executive Board of the Local Union shall have the authority to reduce the foregoing minimum basic dues in extreme hardship cases, subject to the approval of the General Executive Board of the International Union.

(B) All members paying dues to the Local Union must pay them on or before the last business day of the current month. Any member failing to pay his dues at such time shall not be in good standing for such month but may restore such good standing for such month for the purposes of attending meetings, nominating, voting and participating in the affairs of the Local Union by the payment of his delinquent dues prior to said meeting. Payment of such dues after their due date shall not restore good standing status for such month or months in computing the continuous good standing status required by the International Constitution as a condition of eligibility for office.

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 vote for or be a candidate for office in the Local Union for reason of an alleged delay or default in payment of dues by the employer to the Local Union.

Section 3. Initiation fees. All new members shall pay an initiation fee to the Union as follows: Employees who earn zero to five dollars (0- \$5.00) per hour shall pay an initiation fee in the amount of fifty dollars (\$50.00). Employees who earn five dollars and one cent to seven dollars and ninety-nine cents (\$5.01 to \$7.99) per hour shall pay an initiation fee in the amount of one hundred dollars (\$100.00). Employees who earn eight dollars to ten dollars and ninety-nine cents (\$8.00 to \$10.99) per hour shall pay an initiation fee of one hundred fifty dollars (\$150.00). Employees who earn eleven dollars to thirteen dollars and ninety-nine cents (\$11.00 to \$13.99) per hour shall pay an initiation fee of two hundred dollars (\$200.00). Employees who earn fourteen dollars (\$14.00) and over per hour shall pay an initiation fee in the amount of two hundred fifty dollars (\$250.00). The Executive Board can reduce or waive initiation fees only for newly organized groups.

Section 4. The levying of any dues, initiation/re-initiation fees and general or special assessment by the Local Union shall be initiated by a majority vote of the Stewards' Council and made at a general or special membership meeting in accordance with the following procedures:

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

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

(C) Majority vote by secret ballot of members in good standing voting at such meeting shall decide the issue.

(D) This provision supersedes Section XXIII (amendments) with respect to changing the dues, initiation/re-initiation fees and general or special assessments set forth in these Bylaws.

Section 5.

(A) Any member in arrears in dues, fines, assessments or other charges, shall stand automatically suspended from all rights and privileges from membership at the end of the third month. Any member so suspended shall be required to pay a re-initiation fee of one hundred dollars (\$100.00) plus all back dues, fines and assessments. 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 re-initiation fee, the members 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 re-initiation fee of one hundred dollars (\$100.00) shall not be assessed until a member's delinquency exceeds ninety (90) days.

(B) Upon appearance before the Executive Board of a suspended member and showing of good cause, the Executive Board, on a non-discriminatory basis, and in its sole judgment shall have the authority to waive any or all re-initiation fees, back dues, fines and/or assessments. The Executive Board reserves to itself the right to determine whether or not a delinquent member may pay any delinquent re-initiation fees, back dues, fines and/or assessments on any installment plan. The terms of such installment plan, as well as the time and amounts of any installment payments pursuant to such a plan, are reserved to the discretion of the Executive Board.

Section 6. All new members after September 2003 shall pay a one-time educational and orientation assessment in the amount of fifty dollars (\$50.00). The Executive Board, at such times and places as it may in its discretion determine, may call for the holding of meetings for new members for the purposes of providing them with orientation and education regarding their rights with the Union and their obligations to the Union. In the event such meetings are held, the Executive Board may reimburse the one time educational assessment assessed herein to those new members who actually attend said meetings. Furthermore, the President, with the approval of the Executive Board, may waive this one time educational assessment for employees in newly organized bargaining unit.

Section 7. The first money received from an applicant for membership must be applied to the payment of dues for the month in which the applicant is first obligated to pay dues. If this Local Union permits an applicant to pay an initiation fee on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. All new members presenting themselves for initiation shall receive upon request a free copy of the International Constitution and Local Union Bylaws from the Local Union. However, any alleged failure to receive such copy shall not excuse a member from violation of any duty or obligation imposed upon him by his oath of office, initiation or membership.

Article XVI

Legal Defense Fund

Section 1. Experience has demonstrated that the objectives of the Union can best be achieved, and the jobs and well-being of our members better protected by the creation of a legal

defense fund designed to provide the means to defray legal expenses incurred by members whose rights are threatened by legal proceedings.

Section 2. Teamsters Local 20's Legal Defense Fund, hereinafter referred to as the "Fund," is hereby established for the purposes of providing legal services of the type and in the amount determined to be proper by the Board of Trustees for the Fund.

Section 3. A Board of Trustees shall be responsible for this Fund. The Trustees shall consist of the officers of the Union who shall serve as Trustees during their terms of office and two (2) members of the Stewards' Council who shall be elected at the first Stewards' Council meeting following the adoption of these Bylaws to serve for a three (3) year term, with elections to be held each three (3) years thereafter, provided however, that should either representative of the Stewards' Council cease being a Steward of Local 20, he shall no longer be a Trustee and a successor shall be elected from among the Stewards of this Local Union at the next scheduled meeting of the Stewards' Council. The President of Local 20 shall be the Chairman of the Trustees and the Secretary-Treasurer of Local 20 shall be the administrator of the Fund.

Section 4. The Board of Trustees of this Fund shall have the power to:

(A) Promulgate and adopt a plan document, a summary plan description, and rules and regulations to achieve the purposes of the Fund;

(B) To determine the type(s) and amount(s) of the legal services to be provided by the Fund; and

(C) To expend funds and recommend to the President and Secretary-Treasurer cooperating attorneys throughout the Union's geographical jurisdiction.

Section 5. The Secretary-Treasurer shall transfer to the Fund, in accordance with Article XV and Article XVI, each month an amount equal to one dollar and twenty cents (\$1.20) per month per dues paying member. In the event it becomes necessary to increase the funding for and/or the staff of the Legal Defense Fund, the Executive Board is authorized to direct the Secretary-Treasurer to transfer to the Fund, in accordance with Article XV and Article XVI, each month, an additional ten cents (\$.10) per month for dues paying members for a total amount equal to one dollar and thirty cents (\$1.30) per month per dues paying member. The Secretary-Treasurer shall, subject to the approval of the President, hire, supervise, terminate and be responsible for the clerical, professional and other personnel which the Trustees deem necessary to assist him in the administration of the Fund. All administrative expenses and benefits to members shall be borne by the Fund. The Secretary-Treasurer together with the President shall maintain as long as there are sufficient assets, a checking account in the bank determined by the Trustees in an amount determined by them which shall be always available for the purposes described in this Article. All other money shall be deposited in interest bearing savings accounts in a bank or banks determined by the Trustees. The Secretary-Treasurer together with the President shall transfer funders from the savings account(s) as required to maintain a balance therein which they determine is needed as provided.

Section 6. Any liability arising from the operation of this Fund shall be solely and exclusively limited to the assets in the Fund, and under no circumstances shall the general fund of the Union be liable for the operation of the Fund or the payment of any benefits.

Section 7. The Stewards' Council acting on recommendation of the Trustees may:

- (A) Increase the assets of the Fund.
- (B) Expand the beneficiaries of the Fund to include members of other affiliated locals of the Teamsters Joint Council No. 41, so long as such other Teamsters Unions pay into the Fund monthly per capita contributions at least equal to those paid into the Fund by Local 20; and
- (C) Terminate the Fund. In the event the Fund is terminated, all assets remaining after its obligations are satisfied shall be transferred to the General Fund of the Union by the Board of Trustees.

Section 8. Under no circumstances shall the Fund be liable for any legal fees, court costs or expenses in which Local 20, the International Union, or any subordinate body thereof, is a directed or implied Defendant.

Article XVII

Rights and Privileges of Members

Section 1. No provision of these Bylaws, rules or 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:

- (A) The right to nominate candidates or vote in elections or referendums of the Union;
- (B) The right to attend membership meetings, and to participate in the deliberation and voting upon the business of such meetings;
- (C) The right to meet and assemble freely with other members and to express any views, arguments or opinions and to express at membership meetings views upon candidates in an election of the Union or upon any business properly before the membership meeting, subject to the organization's established and reasonable rules;
- (D) The right to information concerning the conduct of the Local Union's business;
- (E) The right to vote on all terms of collective bargaining agreements affecting the member's unit;
- (F) The right to vote on all strike calls and strike settlements affecting the member's unit;
- (G) The right to be issued a withdrawal card at the Union's office if leaving the industry and/or the right to be issued a transfer card at the Union's office if leaving the jurisdiction of this Local Union to work in the jurisdiction of another Local Union in accordance with Article XVIII of the International Constitution. The fee for issuing a withdrawal and/or transfer card shall be fifty cents (\$.50) except that in the case of a member leaving the industry because of permanent retirement, the fee of fifty cents (\$.50) shall be paid on his behalf out of the General Funds of the Union. 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.

Article XVIII
Duties and Obligations of Members

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

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.

Section 1. Every member by virtue of his membership in this Local union is obligated to abide by these Bylaws and the International Constitution with respect to his rights, duties, privileges and immunities conferred by them. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

Section 2. Any member by virtue of his membership in this Local Union authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment with such employer, such manner as the Local Union or its officers deem to be in the best interest 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.

Section 3. No member shall interfere with the elected officers or business agents of this organization in the performance of their duties. Each member shall, when requested render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with the individual rights of the members. Each member and officer shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

Section 4. No member shall engage in dual Unionism or espouse dual Unionism or disaffiliation, nor shall any member slander or libel the Local Union, its members or officers, or be party to any activity to secure the disestablishment of the Local Union as a collective bargaining agent for any employee.

Section 5. No member shall be permitted in any Union meeting or assembly to engage in any of the conduct herein before described.

Section 6. Every member shall follow the rules of order at all meetings of the Local Union.

Section 7. Membership in this Local Union shall not vest any member thereof with right, title or interest in or to the funds, property or other assets belonging to the Local Union now or hereafter and no members shall have a property right to membership in the organization.

Section 8. Every member is obligated to comply with the strike and settlement decisions of his shop, or group of shops or industry, if under a master agreement and all terms of Union contracts.

Section 9. Every member is obligated to participate in the picket line, organizing campaign, and any other such action in defense of the membership. It shall be the further duty and obligation of each member to support all other Union activities as the membership shall promote. Finally, it shall be the duty of this Union and the obligation and duty of its members to respect and not cross all legitimately established picket lines that have been approved by Teamsters Joint Council No. 41, to the fullest extent provided by the law.

Section 10. No member shall resign from his membership in the International Union or any subordinate body before he has paid all dues, assessments, fines and other obligations owing to the International Union and all its subordinate bodies. The resignation must be in writing to the Secretary-Treasurer of the Local Union.

Section 11. Every member is obligated to comply with the requirements for obtaining and/or accepting a transfer and/or withdrawal card in accordance with Article XVIII of the International Constitution.

Section 12. No member seeking to resign from membership in any Local Union may do so except by submitting such resignation in writing to the Secretary-Treasurer of the Local Union. Any member who resigns before he has paid all dues, assessments, fines and other financial obligations owing to any subordinate body shall be obligated to pay such obligations to his former Local Union. All members acknowledge that any obligations owing at the time of resignation shall be collectible by the Local Union in any appropriate forum. This shall not relieve any member of any obligation to comply with any other provision of this Constitution regarding acquisition or maintenance of membership in good standing.

Article XIX **Strike Authorization**

Section 1. Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of this Local Union, the Principal Executive Officer 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 meetings shall be limited to the members in a particular division, craft or place of employment. Where this Local Union is a participant in a multi-union agreement, a state agreement, a multi-state agreement, a conference-wide agreement, an area-wide agreement, a multi-area-wide agreement, a multi-employer-wide agreement, a national agreement, a company-wide agreement, or an industry-wide agreement, it is understood that the bargaining demands of the 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 multi-union-wide, state-wide, multi-state-wide, conference-wide, national, company-wide, or industry-wide bargaining group.

Section 2. The Secretary-Treasurer shall submit to Joint Council 41 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 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.

Section 3. Ratification of agreements or amendments shall be subject to vote in accordance with the International Constitution, or in the case of multi-union-wide, state-wide, multi-state-wide, conference-wide, area-wide, multi-area-wide, multi-employer-wide, national, company-wide or industry-wide agreements in accordance with the International Constitution and rules adopted by such bargaining group, except that where the General Executive Board has directed the Local Union to refrain from executing such agreement, no proposed agreement shall be considered ratified by any vote until and unless it is specifically approved by the General Executive Board. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Economics & Contracts Departments of the International Union and of the Area Conference within sixty (60) days after execution together with the list of the names and locations of employers and numbers of employers covered by such agreements. The Secretary-Treasurer shall as of January 1 of each year submit to the Economics & Contracts Departments of the International Union a list of agreements in effect showing the name of employer or employers, parties thereto, location or locations and the expiration date.

Section 4. If a settlement cannot be reached or it appears that 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 such 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 and 2 of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

Section 5. 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 agreed to the terms and conditions of an agreement already negotiated and approved on a multi-union, state, multi-state conference, area, multi-area-multi-employer, or national, company-wide or industry-wide, 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.

Section 6. At least forty-eight (48) hours prior to a strike, and in case of picketing, lawsuit or other serious difficulty, the Secretary-Treasurer shall immediately notify the Joint Council of which it is a member of any contemplated action, as required by the Constitution.

Section 7. Out-of-work benefits shall be payable to members only as provided by and in accordance with the Constitution. The Secretary-Treasurer shall be responsible for the securing of such benefits where the Local Union is eligible to receive them, executing all documents required by the International Union and returning all monies to the International Union remaining unused by the Local Union at the close of the strike or lockout.

Section 8. 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.

Article XX

Trials of Officers and Members

Section 1. Each member of this Union shall have the right to fair treatment in the application of Union rules and law in accordance with the International Constitution and these Bylaws. In applying the rules and procedures relating to Union discipline, the essential requirements of due process of law (notice, hearing and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laboring men and women, this Local Union adopts the following procedures, which supplement the requirements of Article XIX of the International Constitution, with the specific understanding that the following procedural guides are designed to attain justice both to the individual member and the organization, and in instances where deviation from such procedures are not such as to substantially affect the member's substantive right, these procedures are not to constitute technically precise requirements or strike pleadings of courts of law.

Section 2. Trials and Appeals

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

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

(B) Charges. Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer of the body which is to hear the charges, who shall serve the charges and notice of the hearing upon the accused either in person or by mail at least ten (10) days prior to the hearing. No hearing on any appeal 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 had knowledge, as of the time of the filing of the charges. He may not subsequently file additional charges based upon facts of which he had knowledge, as of the time of the filing of the charges. Any charges 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 as arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered under those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

(C) In the event of non-compliance with the decision handed down by a trial or appellate body, the member, elected Business Agent, officer or Local Union shall stand suspended from rights and privileges under the International Constitution until the provisions of the decision have been complied with, unless the General President has waived payment of a fine or stayed the effectiveness of the decision pending appeal. If, however, the decision carries with it an order of expulsion, then such order of expulsion shall immediately take effect, unless the General President has stayed the effectiveness of the decision pending appeal.

(D) Rights of the Accused. Throughout the proceedings there shall be a presumption of innocence in favor of the accused. A preponderance of the reliable evidence must be presented to support the charges and 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 this Local Union to represent him/her at a hearing conducted before anybody established pursuant to these Bylaws and/or the International Constitution. Witnesses need not be members of the Union. The hearing 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. A majority of the members of the panel must vote to find a charged party guilty in order for a charge to be sustained.

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

(F) Appeals. Appeals shall be taken pursuant to the provisions of the International Constitution.

Article XXI

Membership Meetings

Section 1. This Union shall be so constituted as to promote democratic determination of all questions by the rank and file through their elected Stewards or delegates to the Stewards' Council which is the ruling body of this Union, and to make possible the membership's fullest participation in all phases of the Union's activities.

Section 2. Membership meetings shall be of three (3) kinds: unit membership meetings, industry membership meetings, or general membership meetings. Meetings of the Stewards' Council and/or Executive Board shall not be considered membership or public meetings.

(A) Unit membership meetings shall be held once a month at such place and time as shall be designated by the Local Union Executive Board. Time and place of meetings in effect when these Bylaws are adopted, shall continue until changed by the Local Union Executive Board upon reasonable and adequate notice to the membership. Unit 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. Special unit membership meetings may be called by the President, the staff member in charge of the unit, or upon petition of twenty percent (20%) of the members in said unit.

(B) Industry wide meetings of the Union may be called by majority vote of the Executive Board members.

(C) General membership meetings of the Union shall be subject to call by the Executive Board. Twenty percent (20%) of the members in good standing of the Local Union may submit a petition for a special general membership meeting to the President of the Local Union, setting forth the reasons therefore, and the President shall call the special meeting within a reasonable time. If the Local Union comprises employees of more than one (1) employer, then no more than one-half (1/2) of such twenty percent (20%) shall be from the same employer. If the President does not call such a meeting, the Local Union Executive Board shall call such meeting within fifteen (15) days of the original petition. Reasonable notice of the date, time and place of any special meeting and of questions to be presented, shall be given the membership.

Section 3. Notice of general membership meetings must be given at least seven (7) days prior to such meeting by posting such notice in a conspicuous place in all the plants in which the Union has collective bargaining agreements or by publication of such notice in the *Team and Wheel*, which is the official publication of the Union.

Section 4. Unit membership meetings shall discuss and determine all matters arising in and affecting the Union, such as grievances, collective bargaining agreements, etc., and such other matters as may be referred to them for discussion and decision by the Stewards' Council.

Section 5. At general membership meetings one hundred (100) members shall constitute a quorum. At unit or industry-wide meetings twenty-five percent (25%) of the members of the unit or industry shall constitute a quorum but when notice of any unit or industry-wide meeting shall have been made at least twenty-four (24) hours in advance of any meeting this requirement may be waived by the consent of the majority members present.

Section 6. If it should appear to the 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 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 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 Chairman, the time and place for a subsequent meeting, if there is to be one, shall be determined by the Local Union Executive Board. If no such determination is made, then the next meeting shall be the next regularly scheduled meeting.

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

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

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

Section 7. Members in attendance at membership meetings shall have the right to express their views, arguments, or opinions upon any business properly before the meeting subject to these Bylaws and the rules and regulations adopted by the Local Union Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his responsibility to the organization as an institution or engage in or instigate any conduct which would interfere with the Local Union's performance of its legal or contractual obligations.

Section 8. Members in each separate unit or industry-wide meeting shall vote separately on approval or disapproval of, or on matters arising under, contracts applicable only to them, and strikes or other activities in which only they will participate.

Section 9. 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.

Article XXII **Rules of Order**

The rules of order to be used at all meetings and any other gatherings at which Union business is transacted shall be the rules set forth in *Robert's Rules of Order* unless said rules conflict with the rules adopted by the Stewards' Council, in which event the latter shall govern.

Article XXIII **Amendments**

Section 1. The Constitution and Bylaws of this Local Union can be amended only in the following procedure:

(A) Forty-five (45) days prior to each Stewards' Convention, the Executive Board, the Stewards' Council, or any member in good standing shall have the right to send to the Constitution and Bylaws Committee any proposed amendments or additions to this Constitution and Bylaws.

(a) Such amendments or additions, after the Constitution and Bylaws Committee has studied them, shall be sent to the Stewards ten (10) days prior to the Convention, together with the recommendations of the Committee. Only those amendments or additions adopted by a majority vote of the delegates present in the Convention assembled will be submitted to a referendum vote of the general membership of the Union and shall become effective immediately and only upon approval by the General President or the General Executive Board of the International Brotherhood of Teamsters. The procedure for taking such a referendum vote shall be decided upon by the Executive Board.

(B) Any delegate to the Stewards' Council may propose an amendment to this Constitution and Bylaws which shall be read aloud by the delegate proposing the amendment. A special notice shall then be inserted in the *Team and Wheel* which shall inform the delegates to the Stewards' Council of the contents of the proposed amendments and of the date and time of the Stewards' Council meeting wherein the proposed amendments will be discussed and voted upon. Upon the approval of the Stewards' Council by two-thirds (2/3) vote at said succeeding meeting, after the notice in the *Team and Wheel*, the proposed amendment shall be submitted to a referendum vote of the general membership of the Union, and shall become effective immediately and only upon ratification by a majority of the valid votes cast, and after approval by the General President or the General Executive Board of the International Brotherhood of Teamsters. The procedure for taking such a referendum vote shall be decided upon by the Executive Board.

Section 2. Under no circumstances may these Bylaws be amended during a term of office to affect or modify the powers and duties of an incumbent officer, as provided in these Bylaws. Such amendments may be effective only as of the beginning of the next term of office.

Section 3. The Local Union Executive Board shall have the power, following convention adoption of amendments, to this Constitution, but prior to printing thereof, to make such typographical, grammatical, and punctuation corrections, rearrangements and renumbering of Articles and Sections, or otherwise, including the supplying or remedying of inadvertent omissions or errors, as are necessary to carry out the spirit and intent of any amendment so adopted.

Article XXIV **International Constitution**

The Constitution and Bylaws of this Local Union are subject to the International Constitution and should any conflict arise between any provision in the Constitution and Bylaws of the Local Union with any provision of the International Constitution, the International Constitution shall prevail.

Article XXV **Savings Clause**

Section 1. The provisions of these Bylaws relating to the payment of dues, assessments, fines, or penalties, etc., shall not be construed as incorporating into any Union security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under the International Constitution and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law. The General Executive Board is authorized to adopt any plan or arrangement relating to such requirements and obligations which may be imposed by applicable law.

Section 2. If any provision of this Constitution and Bylaws shall be declared invalid or inoperative, by any competent authority or the Executive, Judicial or Administrative branch of the Federal or State Government, the Stewards' Council shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place

and stand a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of this invalid provision. If any Article or Section of this Constitution and Bylaws should be held invalid by operation of law or by any tribunal or competent jurisdiction, the remainder of this Constitution and Bylaws or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

The use of male or female gender of nouns or pronouns in these Bylaws is not intended to describe any specific person or group of persons, but is intended to refer to any persons regardless of sex.

Article XXVI **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 Teamster, that I will faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and Bylaws of the 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.

Article XXVII

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.

Article XXVIII

Every member, covered by a collective bargaining agreement at his place of employment, authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his employment with such employer in such manner as the Local Union or its officers deem to

be in the best interests of the Local Union, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters. The Local Union and its officers, 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 provision of this section.

Article XXIX
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 you will in no way conflict with your religious belief or your duties as a citizen:

I, _____ (give name), pledge my honor to faithfully observe the Constitution and the laws of the International Brotherhood of Teamsters and the Bylaws and laws of this Local Union.

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

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

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

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

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

I will never knowingly harm a fellow member.

I will never discriminate against a fellow worker on account of race, color, religion, sex, age, physical 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.

These Bylaws approved by the International President on July 18, 2017.