

BYLAWS

For



MISCELLANEOUS DRIVERS, HELPERS,
HEALTH CARE AND PUBLIC EMPLOYEES
LOCAL UNION NO. 610

Affiliated with

INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS

As revised and ratified by the membership on March 20, 2024

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INDEX

Page

Affiliations	7
Amendments	55
Bonding	19
Charges and Trials	39
Collective Bargaining Agreements	33
Committees	47
Committees, Delegates and Stewards	32
Community and Political Action	47
Elections	25
Eligibility for Office	20
Eligibility for and Effect of Membership	5
Executive Board	14
General Rights, Privileges, Duties and Obligations of Officers, Agents, Representatives, Employees and Members	35
Initiation Fees, Dues, Fines and Assessments	28
Jurisdiction	5
Membership Meetings	44
Name and Nature	3
Nominations and Elections of Unit Chairpersons, Unit Recording Secretaries and Shop Stewards	50
Nomination of Officers	21
Objects and Purposes	3
Obligations	53
Offenses for Which Officers and Members May be Charged and Tried	38
Officers and Representatives	7
Official Publication	53
Pre-Election Rules	23
Protection of Representatives	18
Representation Capacity of the Local Union	52
Salaries and Expenses	17
Saving Clauses	55
Shop Committees	52
Special Allowances	18
Standing Rules for Union Meetings	42
Strike Authorization	52
Transfer and Withdrawal Cards	31
Unit Chairperson, Unit Recording Secretary and Shop Steward	48

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

ARTICLE I. Name and Nature

- Section 1.** This Local Union shall be known as Miscellaneous Drivers, Helpers, Health Care and Public Employees, St. Louis and Vicinity, Missouri, Local Union No. 610, affiliated with the International Brotherhood of Teamsters.
- Section 2.** This organization shall continue to be an unincorporated labor union.
- Section 3.** The principal offices of this Local Union shall be maintained in the City (or County)
Location of St. Louis, State of Missouri. The Executive Board may establish and maintain other offices at other locations.

ARTICLE II. Objects and Purposes

- Section 1.** We subscribe to the belief that all persons are entitled to collectively negotiate the terms and conditions of their employment and compensation to be paid for their time and services under circumstances, which give to them and their employers an equal voice in such matters. Knowing that collective bargaining through a labor union is the only effective means whereby workers can acquire bargaining power equal to that of their employers, we shall undertake in proper and reasonable ways to encourage all employees to become and remain members of a union authorized to represent them for collective bargaining purposes.
- Section 2.** The objects of this Local Union shall be: to unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical or mental disability, sex or sexual orientation, gender identity or any other legally protected group or class; and 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.
- Section 3.** It shall be an object of ours to persuade and encourage persons working in employments under our jurisdiction to become and remain members in good standing of our Local Union; to engage in proper, reasonable and legal activities designed to persuade employees, employers and the public to the desirability of trade unions; to seek to incorporate in our collective bargaining agreements the maximum union security and job protection provisions permitted by law; to strive to protect and preserve our bargaining position and bargaining power; to seek proper, reasonable and legal means whereby we may protect our standards from the threat of diminution caused by persons outside of our organization working for less; to negotiate contracts for those we represent which will give them fair wages, reasonable hours of work and satisfactory terms and conditions of employment; and to exercise all rights permitted by law which tend to foster the interest and welfare of this Union in particular and the trade labor movement in general.

- Section 4.** It shall be our further object and purpose to encourage and assist 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; to encourage them to participate actively in the affairs of government and of their community; to encourage them to participate actively in the affairs of this Union; to instill 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; to require that every member recognize his/her responsibility to this organization as an institution; and to require that our members refrain from conduct that would interfere with the performance of our legal or contractual obligations.
- Section 5.** To the extent permitted by law, within the limits of the means and finances available to us, if authorized by a vote of the majority of the members attending a General Membership meeting, and within the scope of the authority conferred by such vote, this organization shall engage in political activities, which tend to foster our welfare. This shall include, but not be limited to, 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 financial contributions in support of the campaigns of candidates or for or against any political issue.
- Section 6.** We recognize that the interests of this labor organization are not limited to matters of organization and collective bargaining, or even to those matters and things additionally set out in Article II, Sections 1, 2, 3 and 4, but extend to all types of economic, social and political activities, including but not limited to, activities of a cultural, civic, industrial growth, legislative, political, fraternal, educational, charitable, welfare and social nature which further the interests of this organization and its members, directly or indirectly. Therefore, participation of this labor organization in any such activities or which are in pursuance of any of the objectives and purposes set out in this Article, to the extent this Union may from time to time determine, shall be considered as for the sole benefit of the organization and its members.
- Section 7.** It is recognized that the problems with which this labor organization is accustomed to deal are not limited to unionism or to organization and collective bargaining alone, but encompass a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time; we, therefore, determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the benefit of the organization and its members.

ARTICLE III. Jurisdiction

Section 1. This Local Union shall have jurisdiction to organize, admit to membership and represent all classes of persons specified, described or referred to as Miscellaneous Drivers, Helpers, Health Care and Public Employees Local Union No. 610.

Section 2. This Local Union shall have jurisdiction to organize, admit to membership and represent all classes of persons specified, described or referred to in Article II of the Constitution of the International Brotherhood of Teamsters, adopted at the 2016 Convention, or as said Constitution may be hereafter amended. Provided, however, our geographical jurisdiction shall be limited to that specified from time to time by the International Union. Provided further, we shall be bound by whatever jurisdictional awards or decisions the International Union or its subordinate bodies are authorized and empowered to make.

ARTICLE IV. Eligibility for and Effect of Membership

Section 1. Any person shall be eligible for membership in this organization upon compliance with this Local Union's Bylaws, the International Constitution and the rulings of the General Executive Board.

Section 2. Persons who own, lease or operate a team or vehicle and/or perform any other work as well as so-called "vendors" or "owner-equipment drivers" as defined in the International Constitution, shall be eligible for membership subject (1) to the provision that they fall within our jurisdiction and (2) to the provisions and limitations contained in Article II of the International Constitution, or as it may hereafter be amended.

Section 3. This Local Union shall not exclude or expel from membership or otherwise discriminate against any individual, or cause or attempt to cause any employer to discriminate against any individual, because of his/her religion, race, creed, color, national origin, age, physical disability, sex or sexual orientation, nor limit, segregate or classify its membership, or classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive any individual of employment opportunities or would limit such employment opportunities or otherwise adversely affect his/her status as an employee or as an applicant for employment because of such individual's religion, race, creed, color, national origin, age, physical disability, sex or sexual orientation.

Section 4. 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/she has paid all dues, assessments, fines and other financial obligations owed to any subordinate body shall be obligated to pay such obligations to his/her former Local Union.

All members acknowledge that any obligations owed 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 these Bylaws and/or the International Constitution regarding acquisition or maintenance of membership in good standing. After the Secretary-Treasurer has determined that the foregoing requirements have been complied with, such resignation shall then be effective thirty (30) days after its receipt by the Secretary-Treasurer.

Section 5.

No person who actively advocates the overthrow of a Federal, State or Provincial government by force or violence, or is a member of any party and knows of and actively advocates its purpose to overthrow a federal, state or provincial government by force or violence, shall be allowed to hold membership in this Local Union. If any such person obtains Union membership, or after having been admitted to Union membership advocates the overthrow of a federal, state or provincial government by force or violence, or becomes a member of a party and knows of and actively advocates its purpose to overthrow a federal, state or provincial government by force or violence, he/she shall be expelled from membership upon the filing of charges and the conduct of a trial in accordance with the applicable procedures set out in these Bylaws.

Section 6.

Additionally, no person shall be eligible for membership in this organization if:

- (a) There is reason to believe that he/she may fail to recognize a responsibility to this organization as an institution or that he/she may refuse to refrain from conduct that would interfere with the performance of our legal or contractual obligations;
- (b) He/she refuses to obligate himself/herself to promptly pay the lawful dues, assessments and financial obligations required of all members;
- (c) He/she refuses to pay our initiation fee or re-initiation fee;
- (d) There is reason to believe that he/she may not adhere to and abide by our Constitution and Bylaws and our rules, regulations and resolutions;
- (e) There is reason to believe that he/she may not adhere to sound trade union principles;
- (f) He/she refuses to participate in and agree to the rituals, which may be required to consummate membership in this organization.

Section 7.

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

He/she 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 (1st) month for which dues are paid, once full

payment of the initiation fee is completed. Or, he/she shall have tendered the initiation fee and one (1) month's dues by cash.

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 their initiation fee on a deferred basis, the installment payments must be allocated first to 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/or a copy of this 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/her by his/her oath of office, initiation or membership.

ARTICLE V.

Affiliations

Section 1.

Executive Board

This Local Union shall comply with all present and future provisions of the Constitution of the International Brotherhood of Teamsters, which require us to affiliate with other bodies and may, when authorized by the Executive Board, affiliate with any other organization having an object or purpose consistent with one or more of the objects and purposes specified in Article II hereof.

ARTICLE VI.

Officers and Representatives

Section 1.

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

No other person or persons are authorized to:

- (1) perform the functions of said offices except as administrative or clerical assistants working under the direct supervision and control of the officers, or
- (2) perform or attempt to perform any of the executive functions of the Local Union.

During the term of office of any officer, no action under any circumstances may be taken to affect or modify the basic powers and duties of the incumbent officer, as established by these Bylaws or past practice. During the term of office of any officer, his/her salary may not be reduced an unreasonable amount as subterfuge to force his/her resignation. Any reduction in salary during a term of an elected officer shall be made only on the basis of adverse change in financial condition as attested to by the General Secretary-Treasurer of the International Union. Any

modification of the basic duties and powers of an office and any reduction in salary of an officer, except as provided above, may be made effective only as of the beginning of the next term of office.

Section 2.

President

The President shall preside at meetings of the Local Union when called by the Executive Board, General Membership meetings and such other meetings that may be convened by the Executive Board that may require the services of the President of the Local Union.

The President shall conduct meetings in conformity with the provisions of the International Constitution and the Bylaws of this Local Union. He/she shall appoint a Warden, who shall assist him/her during membership meetings in excluding persons not entitled to attend and in maintaining order. He/she shall appoint a Conductor to assist the Warden. He/she shall countersign all checks for the withdrawal of funds from the accounts of the Local Union and, together with the Secretary-Treasurer, shall exercise joint custody and control over the stocks, bonds, securities and other assets of the organization.

Expenditure Clause

The Secretary-Treasurer and the President together have the authority to lease, purchase or dispose of fixed assets for the organization up to \$5,000.00 in amount for any one asset, provided however, that such activity shall be reported back to the Local Union Executive Board and that authority be granted to the Local Union Executive Board to lease, purchase or dispose of fixed assets up to \$10,000.00 in amount for any one asset, provided however, that such activity reported back to the General Membership and that authority to lease, purchase or dispose of fixed assets amounting to more than \$10,000.00 be approved by the General Membership.

Section 3.

Secretary- Treasurer

The Secretary-Treasurer shall be the responsible and principal officer and executive and administrative head of this Local Union. Except as limited in our Bylaws or in the International Constitution, he/she is authorized to supervise, conduct and control all of the business and affairs of this organization, its officers and employees. He/she shall have charge and supervision of all the officers and employees of this organization and shall also have charge of all labor controversies involving this organization.

In addition to his/her other duties and responsibilities, the Secretary-Treasurer shall also be employed and paid as a full-time Business Representative of this Local Union.

Section 4.

The Secretary-Treasurer shall strive at all times to attain and preserve for all workers under the jurisdiction of Local 610 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,

cultural and political standards.

Section 5. He/she 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 Section 19 of this Article.

Section 6. He/she is authorized and empowered to appoint and employ business representatives, administrative assistants, accountants, attorneys and officers, clerical, custodial and service employees whenever they are reasonably needed to foster or protect the good and welfare of this organization.

Section 7. He/she shall have the authority to remove at any time, at will, any or all Business Representatives, Department Heads, Administrative Assistants, Office and Clerical Personnel and Custodial Employees.

Section 8. He/she shall have the authority to establish the salaries, hours of work and working conditions of all Business Representatives, Department Heads, Administrative Assistants, Office and Clerical Personnel and Custodial Employees, taking into consideration area practices, and the income and expenses of the Local Union as a guide when establishing the conditions herein mentioned.

In addition to salaries and other allowances paid to employees of the Local Union, the Secretary-Treasurer shall have the authority to cover all employees of the Local Union with all indirect benefits, such as those covered by collective bargaining agreements in the Greater Metropolitan St. Louis Area. Such fringe benefits may include, but shall not necessarily be limited to the following items:

1. Pensions and 401k
2. Insurance 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/she shall have the authority to institute such other indirect benefits that are in effect or are instituted in the Greater Metropolitan St. Louis Area.

Section 9. He/she shall have the authority to establish and approve for payment the monthly

expense money to Business Representatives, said money to be used by them for payment of parking fees, and other incidental expenses that may be entailed in his/her day to day functions as a Business Representative. The amount of such expenses shall be in accordance with and not to exceed the prevailing area practices, and said expense money shall be in addition to the regular weekly salary of the Business Representative as referred to in Article VI, Section 8 above.

Section 10. He/she shall have the authority to establish and approve for payment, expense money to Business Representatives, Department Heads, Administrative Assistants or other Local Union personnel and to members of the Local Union when they are designated to perform an out-of-town assignment or elected as a delegate or an alternate delegate to a convention or an area conference, to be used by such persons for payment of such items as hotel bills, meals, taxi fares and other such incidental expenses. Said daily expenses shall be in addition to travel allowance to and from their assignment, the method of travel to be approved by the Secretary-Treasurer.

Section 11. He/she shall assign tasks and direct the activities of all Business Representatives, Department Heads, Administrative Assistants and other Local Union personnel and give regular reports of their activities to the ~~Stewards Council and the~~ Executive Board.

Section 12. He/she shall give to the Executive Board periodic reports regarding his/her activities on behalf of the Local Union.

Section 13. In the event a Business Representative or Administrative Assistant is required by the Union to use his/her own automobile for or on behalf of the Union, the Secretary-Treasurer shall have the authority to establish an expense arrangement agreeable to the parties, and he/she may furnish the employee with a credit card to be used for the purchase of gasoline and add oil (not oil changes). Said expense allowance shall be in addition to all other compensation and allowances provided for in this Section.

Section 14. The Secretary-Treasurer, for the purpose of promoting the interests of the Union and the making of diplomatic contacts with other organizations and institutions, to attend area conferences, or conferences with International Officers, may in his/her discretion travel in this country, or with the approval of the Executive Board, abroad. He/she may occasionally incur incidental expenses for meals or other expenses in making of diplomatic contacts with other organizations and institutions, required meeting attendance, and entertainment of out-of-town or local guests while performing services for the Local Union.

The expenses provided for herein shall be in addition to all other compensation and allowance.

- Section 15.** The Secretary-Treasurer may at his/her discretion take sick days and vacation days and shall be paid by the Local Union, consistent with the vacation and leave policies adopted by the Executive Board.
- Section 16.** The Secretary-Treasurer shall countersign all checks for the withdrawal of funds from the accounts of the Local Union and, together with the President, shall exercise joint custody and control over the stocks, bonds, securities and other assets of the organization.
- Section 17.** All documents, other than collective bargaining agreements, involving the affairs of the Local Union must bear the signature of the Secretary-Treasurer in order to be valid; however, the Secretary-Treasurer may delegate this authority to sign to his/her assistants provided he/she assumes the responsibility for their actions. He/she shall keep the Seal of the Local Union and affix same, if such is required, to all official documents of the Local Union.
- Section 18.** The Secretary-Treasurer shall be responsible for the financial records of the Local Union and shall maintain these records on file for the period as prescribed by law.
- Section 19.** He/she shall furnish to the Executive Board of the Local Union for their approval a monthly Financial Report.
- Section 20.** The Secretary-Treasurer shall perform all the duties outlined in Article XXIII of the International Constitution or as said Constitution may be amended.
- Section 21.** The Secretary-Treasurer shall devote as much of his/her time to the service of the Local Union as is physically possible.
- It is understood, however, that this shall not prevent him/her from accepting assignments, which are part-time, temporary or full-time, if elected or appointed for or on behalf of the International Union or other sections of the International Union, if he/she believes it is to the best interest of the organization to accept such assignments.
- Section 22.** The Secretary-Treasurer shall receive a monthly car allowance during his/her term in office for use of his automobile for conducting Local Union business.
- He/she shall be furnished with a credit card to be used for the purchase of gasoline and add oil (not oil changes) for the operation of said automobile.
- The expenses of said automobile and credit card shall be borne by the Local Union and shall be in addition to all other compensation and allowances paid to the Secretary-Treasurer.
- Section 23.** The Secretary-Treasurer and the Executive Board shall have the authority to make any arrangements necessary to care for a Business Representative who may be

injured while acting for, or on behalf of, the Local Union.

- Section 24.** The Secretary-Treasurer shall provide each new member with a free copy of the International Constitution, upon request. The Secretary-Treasurer shall provide any member with a copy of the International Constitution and of these Bylaws.
- Section 25** Upon completion of an election of officers that results in a new Secretary-Treasurer, the incumbent Secretary-Treasurer or designee shall meet with the Secretary-Treasurer-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 26.** 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 27.** The Vice-President shall preside at meetings of the Local Union, General Membership meetings, and such other meetings that may be convened by the Executive Board that may require the services of the Vice-President during the absence or incapacitation of the President of the Local Union.
- Vice- President*
- Section 28.** The Recording Secretary of the Local Union shall keep the minutes of all meetings of the Executive Board, General Membership, and Conferences of the Union when convened by the Executive Board of the Union. Minutes shall accurately record the motions made at meetings and shall include the names of the members making and seconding a motion, whether the motion was adopted or rejected, and the results of any division of the house or secret ballot votes. He/she shall be furnished with such clerical and/or secretarial assistance as may be required to assist him/her with the physical taking of the minutes with the understanding that he/she accepts the responsibilities for the correctness and accuracy of the same. In his/her absence, the Secretary-Treasurer shall appoint a member to act as Recording Secretary pro tempore who shall have the duties set forth above.
- Recording- Secretary*
- Section 29** He/she shall keep on file all correspondence pertaining to his/her office.
- Section30.** He/she shall maintain on file at the Local Union office those voting records and ballots together with the minutes of those meetings for a period as prescribed by law.
- Section 31.** It shall be the duty of the Trustees to conduct or have conducted a monthly examination of the books of the Local Union and the results thereof shall be reported at the next regular membership meeting. They shall sign the books if they have found them correct and the bank balances verified. In the event that a Trustee declines to sign the books, the Trustee must state in writing to the Local Union Secretary-Treasurer his/her reasons for declining to do so and shall also advise the General Secretary-Treasurer of those reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not
- Trustees*

be a valid basis for refusing to sign the books. Trustees shall not sign blank reports. The Trustees' reports shall be sent to the General Secretary-Treasurer as required by the International Constitution.

Section 32.

Additional Duties

In addition to the duties specified in this Article, each officer shall, as authorized and directed by the Executive Board, perform or assist in the performance of the executive and administrative functions of this organization, including, but not limited to the matters and things specified in Article II hereof. In addition, each officer shall undertake the performance of all duties required of him/her by the Constitution of the International Union.

Section 33.

***Business
Representatives***

Among the administrative personnel of the Local Union who shall assist the Secretary-Treasurer with his/her assignment of servicing the membership shall be persons known as Business Representatives.

Section 34.

Business Representatives and Assistant Business Representatives shall be appointed by and may be removed at will by the Secretary-Treasurer and while employed, shall be under the complete direction, supervision and control of the Secretary-Treasurer of the Local Union and as assistants to the Secretary-Treasurer shall function as follows:

Section 35.

The Business Representative shall insure the strict enforcement and observance of the Local Union's agreements.

Section 36.

He/she shall be responsible for the enforcement of the Local Union's Bylaws.

Section 37.

He/she shall be responsible for the carrying out of the membership decisions and mandates of the Executive Board.

Section 38.

He/she shall advocate and promote all Union projects and programs among the membership of the Union and the Public when assigned to such projects and programs.

Section 39.

He/she shall make every effort to settle or attempt to settle all grievances properly referred to him/her by the Shop Stewards or the membership.

Section 40.

He/she shall be responsible for the handling of those meetings he/she is assigned to handle and to assist the Chairperson in the performance of his/her duties.

Section 41.

He/she shall organize new members, negotiate contracts and perform such other duties as shall be assigned to him/her by the Secretary-Treasurer.

Section 42.

He/she shall be paid such salary and expenses as approved by the Secretary-Treasurer and shall be entitled to such other employee benefits as are provided for elsewhere in these Bylaws.

Section 43.

The Business Representative shall receive a monthly automobile allowance during

his/her term in office for use of his/her automobile for conducting Local Union business. He/she shall be furnished with a credit card to be used by him/her for the purchase of gasoline and add oil (not oil changes) for the operation of the automobile.

The automobile and the credit card shall be in addition to his/her regular weekly salary and allowances.

Section 44. Being ever mindful of the Business Representative's responsibility to the membership of the Local Union, it is also equally important to the membership and a recognized principle of the Union to play as great a role as possible in the politics of this State and in the Greater Metropolitan St. Louis Area. It is understood; therefore, that nothing herein shall prevent any full-time Business Representative or full-time officer of the Local Union, with the approval of the Secretary-Treasurer, to campaign for political office whether it be national or local by nature. If elected, said full-time Business Representative or full-time officer of the Local Union, during such temporary absences, which shall be required, shall be considered on "Legislative Leave" from the Local Union. He/she will not be paid by the Local Union while on 'Legislative Leave". While not on "Legislative Leave" he/she shall devote as much of his/her time to the service of the Union as he/she is able to devote and will be paid by the Local Union.

Section 45. Business Representatives who are not elected officers of the Local Union, shall be a delegate to the Teamsters Joint Council with voice but not vote.

Section 46. He/she may act as an alternate delegate to any Regional Conference of Teamsters if selected to do so.

Section 47. The elected officers of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their elected office and in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies.

ARTICLE VII. Executive Board

Section 1. The Executive Board of this organization shall be composed of the Secretary-Treasurer, the President, the Vice-President, the Recording Secretary and three (3) Trustees.

Section 2. Except as may be otherwise provided in these Bylaws, the Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to manage, invest, expend, contribute, use, lend and acquire

Duties

funds and property in the pursuit and accomplishment of our objectives and the motions and resolutions adopted in furtherance thereof.

The Executive Board is hereby empowered, in addition to such other general powers conferred herein, or by law to:

- (a) Make and change rules and regulations not inconsistent with these Bylaws or the International Constitution for the management and conduct of the affairs of this Local Union, except as may be otherwise provided for herein;
- (b) Provide for the benefits, allowances, direct and indirect disbursements, expenses and reimbursement of expenses for officers, agents and employees and salaries for officers, business agents and employees of the Local Union. Changes in the salaries shall be recorded in the minutes of the Executive Board meeting at which such changes are approved. 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;
- (c) Provide for direct and indirect loans for such purposes and with such security, if any, as it deems appropriate, and with such arrangement for repayment as it deems appropriate, all to the extent permitted by law;
- (d) Provide for the employment and payment of attorneys, accountants, and such other special or expert services as may be required for the organization;
- (e) On behalf of the Union, to initiate, defend, compromise, settle, arbitrate or release or to pay the expenses and costs of any legal proceedings or actions of any nature, subject to the provisions of Article IX, Section 9 (c) of the International Constitution, if, in its judgment, it shall be necessary or desirable to protect, preserve or advance the interests of the organization;
- (f) Fill all vacancies in office which occur during the term of such office, for the entire remainder of the un-expired term in the manner provided for in Article XXII, Section 9 of the International Constitution;
- (g) Transact all business and manage and direct the affairs of the Local Union between membership meetings except as may otherwise be herein provided for. It may delegate to any of its officers any of the functions and powers herein set forth, other than the power to fill vacancies in offices;
- (h) To lease, purchase or otherwise acquire in any lawful manner for and in the name of the organization, any and all real estate and other

property, rights and privileges whatsoever deemed necessary or convenient for the prosecution of its affairs, at such price or consideration and generally on such terms and conditions as they think fit, and at their discretion, to pay therefore either wholly or partly in money or otherwise;

- (i) Sell or dispose of any real or personal estate, property, rights or privileges belonging to the organization whenever in their opinion its interests would thereby be promoted;
- (j) Create, issue and make deeds, mortgages, trust agreements and negotiable instruments secured by mortgage or otherwise, and to do every other act or thing necessary to effectuate the same;
- (k) Create trusts, terminate and effectuate the same;
- (l) Do all acts, whether or not expressly authorized herein, which the Board may deem necessary or proper for the protection of the property of the Local Union and for the benefit of the organization and members. The Executive Board shall not have the authority to bind this Local Union for personal services to be rendered to it 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 the Local Union employees: provided however, that if the Local Union employees form a Union following the Local Union officer election, or a new collective bargaining agreement covering such employees is negotiated after the Local Union officer election, the newly organized unit shall not be voluntarily recognized, or the collective bargaining agreement shall not be entered into on behalf of the Local Union, until such action is approved by the officers-elect.

Section 3.

The Executive Board shall hold regular meetings at least once a month and may hold other meetings at such time and place as shall be determined by the Secretary-Treasurer. Meetings of the Executive Board shall be held not less often than meetings of the Local Union.

Section 4. **Quorum**

A majority of the 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 5.

By action of the Executive Board, rank and file Executive Board members (those who are not fulltime employees of the Local Union) may be paid their expenses, including wages lost, if any, for attendance at each meeting of the Board.

However, officers who are full-time employees of the Local Union shall not receive any additional payments for attendance at Executive Board or membership meetings.

Section 6.

All matters requiring action by the Executive Board when it is not in formal session may be handled by telegram, written communication, electronic mail (email) or telephone. When the Secretary-Treasurer requires action by the Executive Board, he/she may obtain same by telegraphing, writing, electronic mailing (emailing) or telephoning to all 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 Board as though the Board were in formal session; provided, however, that any such action must be recorded in the minutes of the Executive Board and ratified by a majority of the members of the Executive Board at its next meeting.

ARTICLE VIII. Salaries and Expenses

Section 1.

The Secretary-Treasurer shall be the only full-time Officer and shall receive a salary that is approved by the Executive Board. The Secretary-Treasurer shall also receive the benefits, allowances and expenses in effect at the time of the adoption of these Bylaws. Executive Board Officers who are not full-time employees of the Local Union shall continue to receive the benefits, allowances and expenses in effect at the time of the adoption of these Bylaws.

If a member of the Executive Board, other than the Secretary-Treasurer, is employed as a full-time employee with the Local Union, they will receive a salary as an employee, not as an officer.

In no event will any officer who is a full-time employee receive duplicate allowances or benefits.

Any increases in the salaries or allowances of officers, shall be determined by the Executive Board.

Section 2.

The salaries, benefits, allowances and expenses of all Business Representatives, Clerical staff and other persons who are employed by the Local Union shall be established by the Secretary-Treasurer in accordance with the provisions of Article VI, Section 8 of these Bylaws, subject to the approval of the Executive Board.

Section 3.

Lost Time

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 Executive Board shall, in its sole discretion, agree upon. Provided further, neither compensation nor expenses shall be paid for attending membership meetings.

ARTICLE IX. Special Allowances

Section 1. The officers, agents and representatives of this organization cannot work regularly scheduled hours as do the members they represent nor do they receive premium or overtime compensation for hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

Section 2. Because of the circumstances described in Article IX, Section 1, above, and in addition to allowances for expenses directly incurred in handling our Union business and affairs, with the approval of the Secretary-Treasurer, they are expressly authorized and empowered to expend from our funds reasonable amounts for the following purposes.

- (a) To entertain for the purpose of establishing and maintaining contacts with persons, organizations and institutions which tend to foster the good and welfare of this organization.

Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Article VII, Section 2(b) of these Bylaws..

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.

ARTICLE X. Protection of Representatives

Section 1. This organization shall pay or reimburse for the payment of all reasonable expenses involved in the defense of civil and criminal proceedings instituted against our officers and authorized agents and representatives, including the fees of attorneys, subject to the following conditions:

- (a) It must appear that the proceedings arose or grew out of the performance of their duties for and on behalf of this organization.
- (b) 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.
- (c) If the proceedings be civil in nature, they must have finally terminated without an adjudication or admission of wrongdoing.

Section 2.

The Executive Board is authorized, empowered and directed to:

- (a) Determine whether cases meet the standard specified in Article X, Section 1, above;
- (b) Decide what amounts are reasonable; and
- (c) Pay or reimburse for the payment of such expenses, subject to the approval of a majority of the members present and voting at a regular General Membership meeting.

Section 3.

The provisions of Article X, Sections 1 and 2, including the limitations imposed therein, are intended to apply only to those civil and criminal proceedings brought against our officers, agents and representatives as individuals and which arise either out of matters and things connected with the internal affairs of our Union, or which charges, actions or conduct which are contrary to the interests of our Union. Where actions are brought against such officers, agents and representatives in their class or representative capacity, or where they are sued as individuals but accused of conduct or activity having been done for or on behalf of this Union, the Executive Board is authorized, empowered and directed to employ attorneys and provide all other necessary and proper expenses to defend such officers, agents or representatives without awaiting the outcome of such proceedings.

ARTICLE XI.**Bonding****Section 1.**

*Officers ,Agents and
Employees*

To the extent required by law, every officer, agent, employee or other representative of this Union who handles funds or other property of the organization shall be bonded for the faithful discharge of his/her duties in an amount not less than ten percent (10%) of the funds handled by him/her or his/her predecessor during the preceding fiscal year. Provided, however, no person shall be bonded for an amount in excess of five-hundred thousand dollars (\$500,000.00). The amount of bond, required of each person, shall be determined by the Executive Board and the premium charges shall be paid out of the general funds of the Local Union.

Corporate surety bonds underwritten by companies holding grants of authority from the United States Secretary of the Treasury under the Act of July 30, 1947, shall be requisite. Bonds shall be individual or schedule in form.

Section 2.

If the Executive Board, in its sole judgment, believes that it would be to the advantage of this organization to join with the International Union and/or any or all of its subordinate bodies or affiliated local unions in obtaining a bond or bonds covering persons in this and such other organizations, or to cover the persons in this Local Union under a bond or bonds issued to said International Union or other subordinate bodies, then, in such event, the Executive Board is authorized and empowered to enter into such arrangements and pay from the general funds of this

Local Union the cost of bonding the persons in this Local Union. But such surety coverage shall conform to the standards specified in Article XI, Section 1 above.

Section 3. Should the bond of any person be refused upon application or cancelled after surety coverage has been afforded, then, in either event, such person shall be allowed sixty (60) days within which to arrange for a bond. In either event, the Union shall pay the premiums, which do not exceed those, which would have been charged for the coverage refused or cancelled. But during this period of time, arrangements shall be made whereunder such person shall not be permitted to receive, handle, disburse, or otherwise exercise custody or control of the funds or other property of this organization.

Section 4. If the person referred to in Article XI, Section 3 above has not arranged for a corporate surety bond at the end of said sixty (60) day period, and if the membership so votes at a General Membership meeting preceding which notice was given that the question would be submitted to vote, he/she may remain in office or on his/her job if arrangements are made by the Executive Board whereunder he/she is not permitted to receive, handle, disburse or otherwise exercise custody or control of the funds or other property of this organization.

Section 5. To the extent that the provisions of Article XI, Section 3 and 4 of this Article may conflict with other provisions of these Bylaws, said other provision shall be considered altered and amended to conform herewith.

Section 6. Unit Chairpersons, Unit Recording Secretaries and Shop Stewards shall not be bonded by the Local Union and are, therefore, not authorized to handle or collect any funds or other property of the Local Union, which shall include dues or other monies not checked off by the employers. Said monies, if owed, shall be paid in person by the members owing same, at the office of the Local Union.

Stewards

ARTICLE XII. Eligibility for Office

Section 1. To be eligible for nomination or election to any office in this organization a member must meet all of the following requirements:

He/she must be in continuous good standing in this Local Union and actively employed in 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 interruptions in active membership in this Local Union because of suspensions, expulsions, withdrawals, transfers or failure to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his/her card in the month immediately following the month for which it was effective and pays his/her dues for both months in a

timely manner as provided in Article X, Section 5(c), such period of withdrawal shall not be considered a break in continuous good standing in the Local Union. The requirement of being actively employed in the craft is subject to such waiver as the General Executive Board of the International may grant, and such limitations and interpretations as are contained in the International Constitution. Further, the requirement of continuous good standing and working in the jurisdiction (as well as the obligation to take a transfer card or an honorable withdrawal card as provided in the International Constitution) shall not be applicable to any officer or employee of this Local Union during a leave of absence granted to such officer or employee with the approval of the Local Executive Board. Payment of dues after their due date shall not restore good standing status for such month or months in computing the continuous twenty-four (24) months good standing status required by this Section as a condition of eligibility for office. No member shall lose his/her good standing status for any month in which his/her dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union.

(a) 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) of the International Constitution.

(c) He/she must be in compliance with Section 504(a) of the Labor Management Reporting and Disclosure Act of 1959.

ARTICLE XIII. Nominations of Officers

Section 1. Nominations of officers, i.e., Executive Board members of the Local Union, shall be held at a special meeting during the month of October.

Notwithstanding any other provision(s) outlined in these Bylaws, nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws.

Section 2. Nominations shall be made at the meeting by a member in good standing, other than the nominee, by motion seconded by a member in good standing other than the nominee. No member whose dues have been withheld by his/her employer for payment to this Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to stand for election, to nominate, second or vote for a candidate for office in this Local Union, by reason of a delay or default in the payment of dues by the employer to this Local Union; however, a member on dues check-off whose employer fails to make a prior deduction during any month in which the member has earnings from work

performed during the month from which the dues could have been deducted or has earnings from which the employer normally makes a dues deduction pursuant to the contract or established practice, shall not lose good standing status for that month. In such an event, the Local Union shall notify the member of his/her employer's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing status however, this may not preclude the member from being declared ineligible by reason of his/her delinquency for other fees or monies owed the Local Union. 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 such member within five (5) days thereafter.

Section 3. Nominations shall be the only order of business at the nomination meeting and complete minutes shall be kept of such meeting.

Section 4. Any member present who is eligible to nominate a candidate for any particular office shall rise and address the President or other officer serving as Chairperson and when recognized by the Chair, he/she shall make his/her nomination by motion that shall be seconded by another eligible member present at such meeting. Having placed the name of a member in nomination as a candidate for a particular office, the member making the nomination will be supplied with a form at the nomination meeting to be filled out by himself/herself and signed by the member who seconded the nomination, said form shall indicate:

- (1) Date nomination was made.
- (2) Name of member nominated and shop worked in.
- (3) Name of member making nomination.
- (4) Name of member seconding the nomination.

Section 5. The Secretary-Treasurer shall retain all such forms so completed for a period of one (1) year.

Section 6. Nominations shall not be closed until a reasonable opportunity has been afforded for all nominations.

Section 7. No member may sign more than one (1) nomination form for any particular office.

Section 8. No member shall be a candidate for more than one (1) office at an election.

Section 9. Except as provided for in Article XIII, Section 2 above, and except that nominations must be made in person by members attending a meeting held for that purpose, every member of this organization shall be entitled to nominate one (1) candidate for each office open and every member shall be entitled to second the nomination of one (1) candidate for each office open.

Section 10. Every member eligible to nominate as defined in Section 2 above shall be free to speak for or against the nomination of any candidate but the principal nominating speech shall not exceed five (5) minutes and all others shall be limited to three (3) minutes.

Section 11. Candidates must accept nomination at the time nominated, either in person or if absent, in writing. Written acceptance must be submitted to the Local Union Secretary-Treasurer, no later than the close of business on the last business day preceding the nomination meeting.

ARTICLE XIV. Pre-Election Rules

Section 1. The Secretary-Treasurer shall render timely eligibility decisions regarding potential candidates or nominees, in accordance with Article XII, Section 5(a) of the International Constitution. The Secretary-Treasurer shall comply with requests from members to determine their eligibility if made prior to the nomination meeting. All nominees shall be notified no later than three (3) days following the nomination meeting of the eligibility of all nominated candidates.

Section 2. No earlier than the thirty-first (31st) day following the mailing of the NOMINATION & ELECTION NOTICE and not less than twenty (20) days prior to the election, ballots shall be mailed to each member at his/her last known home address of every active member.

Section 3. Every eligible candidate shall have the right once within thirty (30) days prior to the date of election in which he/she is a candidate to inspect the membership records containing the names and last known addresses of all members who are subject to a collective bargaining agreement requiring membership therein as a condition of employment, which records shall be maintained and kept at the office of the Local Union, provided:

- (a) He/she shall arrange with the Secretary-Treasurer, at least five (5) business days in advance of the date he/she desires to check such records, a mutually satisfactory time and date for purposes of said inspection. Inspections may be made only during reasonable hours designated for that purpose.
- (b) The candidate agrees he/she will not copy in any way by writing, photograph or otherwise, or remove from the office or area provided him/her for purposes of inspecting said records any of the records or lists furnished him/her, and that he/she will not take with him/her into the office any equipment that can be used for purposes of copying in any way, or for making notes of the records furnished him/her.
- (c) The Secretary-Treasurer shall designate the area or office so that

the candidate may check the lists or records, and he/she shall also appoint an Executive Board Member or an employee of the Local Union to insure that the records are not copied in any way or removed or stolen from the designated location.

Section 4.

The President of the Local Union, at the candidates' meeting following nominations, shall appoint a Tellers Committee of not less than seven (7) delegates to make and announce the final tally of the votes cast for each candidate for each office. In addition to the above, each Candidate shall have the right to have an observer present at the final counting of the ballots.

He/she will also provide each candidate, at or before the candidates' meeting, a stipulation to be signed by the candidate to the effect that said candidate meets the requirements of Section 504(a) of the Labor-Management Reporting and Disclosure Act of 1959. Said stipulation shall be returned immediately to the Secretary-Treasurer prior to the conclusion of the meeting.

Section 5.

The Secretary-Treasurer shall comply with all reasonable requests of any declared and eligible candidate, after the completion of nominations, to distribute by mail or otherwise, at the candidate's expense, campaign literature in aid of such person's candidacy to all members in good standing of the Local Union, provided:

- (a) The candidate shall give the Secretary-Treasurer at least five (5) days notice of his/her intention to mail such literature.
- (b) The candidate shall furnish sufficient envelopes properly stamped with sufficient postage for purpose of mailing.
- (c) The candidate shall furnish sufficient copies of the literature properly folded to fit the envelope furnished.
- (d) The furnishing of folded literature, stamped envelopes and other necessary supplies shall be in addition to all other expenses, which shall include the paying of any help necessary to perform the job, delivery to the Post Office, and other expenses entailed.
- (e) The Local Union will refrain from discrimination in favor of or against any candidate with respect to the use of lists of members, and whenever the Local Union or its officers authorize the distribution by mail or otherwise to members of campaign literature on behalf of any candidate or of the Local Union itself with reference to such election, similar distribution at the request of any other bona fide candidate shall be made by the Local Union and its officers, with equal treatment as to the expense of such distribution. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting.

- (f) 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.
- (g) If compliance with requests to mail literature requires additional help or overtime work of employees, the candidate shall also pay any and all expenses necessary to employ such additional help or pay the required overtime pay.
- (h) The Secretary-Treasurer shall retain copies of all requests for distribution of campaign literature and copies thereof, shall make a record of the date(s) the literature was distributed, the cost thereof and the amount received therefore, and shall retain a copy of the notices of nomination and 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.

ARTICLE XV. Elections

- Section 1.** Elections of officers, i.e., Executive Board Members, shall be held by secret ballot in November. The Executive Board shall designate the date, time and place of such elections.
- Section 2.** Adequate safeguards to insure a fair election shall be provided. Candidates shall have the right to be present at the counting of the ballots or to appoint an observer for the same purpose. Observers must be members of this organization, in good standing. The 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 this Local Union's Bylaws, including the authority to use mail referendum balloting without membership approval. If votes are challenged, such challenge shall be made in writing at the time of the election with specific reasons for such challenge.
- Section 3.** The votes cast for each candidate shall be counted separately and published separately to the membership. Publication may be in writing or orally and at or prior to the regular membership meeting following the date of election. The ballots and other records pertaining to the election shall be preserved for at least one (1) year.
- Section 4.** Each member in good standing shall be entitled to cast one (1) vote for each office open for election.
- Section 5.** The qualified candidate for each office receiving the greatest number of votes cast for the office shall be declared elected thereto, except in the case of Trustees, in which 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 vote 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.

Section 6. Except as specifically provided herein, there shall be no other runoff elections held. Voting for write-in candidates shall not be permitted.

Section 7. To be eligible to vote in the election, a member must have his/her dues paid 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

Section 8. Any member who desires to challenge a ruling on eligibility to run for office shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the General President or his/her designee. Any other protest or charges made concerning an election by any member prior to the holding of the election, shall be made in writing by registered or certified mail by such member within forty-eight (48) hours of his/her knowledge of the event complained of and shall specify the exact nature and specifications of the protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer 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 the International Constitution concerning such appeals.

Section 9. In the event there shall be any protest or charge by any member concerning the conduct of the election, after the election has been held, such protest or charge shall be made in writing by registered or certified mail by such member within seventy-two (72) hours after the final tally of ballots, setting forth the exact nature and specification of the protest and his/her claim as to how it has affected the outcome of the election. Such protest or charges shall be made to the Secretary-Treasurer of the Joint Council, or State Conference, if there is no Joint Council, with which this Local Union is affiliated and the protest or charges shall be referred to the Joint Council Executive Board for disposition as provided in the International Constitution. The decision of the Joint Council Executive Board shall be appealable in the manner and to the extent provided in the International Constitution.

Section 10. No member shall resort to proceedings before any court, administrative agency, or governmental official until he/she has exhausted the remedies provided for above.

Provided, however, his/her duty to exhaust his/her internal remedies shall expire and cease to be binding upon him/her if a final decision has not been rendered within three (3) calendar months after he/she has invoked them. Provided further it shall be the duty and obligation of every member to pursue his/her internal remedies with promptness and dispatch so that a final decision may be rendered within three (3) months.

- Section 11.**
Term Term of office for all officers, i.e. Executive Board Members, shall be elected for a period of three (3) years.
- Section 12.** Officers-elect shall take office at the end of the term of the incumbent officer, regardless of the date of installation.
- Section 13.** No officer may run for another office in this Local Union, the term of which covers part of his/her current term, unless he/she resigns from his/her current office, effective upon the certification of the results of the election. He/she shall announce his/her 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/her resignation.
- No officer may hold another office in any other Local Union (other than a trustee Local Union) during his/her term of office, except by authorization of the General President and the Local Union involved.
- Section 14.** During the period between the date of election and the end of the term of office no extraordinary expenditures of Local Union funds shall be made, and no action shall be taken that commits the Local Union to make such extraordinary expenditures in the future, without the approval of the officers-elect and the membership. An expenditure shall be considered extraordinary if it falls within the definition set forth in Article XXII, Section 4(e) of the International Constitution. In the event the election results in a new complement of officers, the outgoing officers must promptly comply with the restrictions in Article XXII, Section 2(b) of the International Constitution regarding entering into contracts for personal services.
- Nothing contained herein shall relieve the Local Union of the responsibility to arrange for the payment of financial obligations or benefits previously authorized in accordance with the Local Union's Bylaws, on such terms as necessary to preserve the ability of the Local Union to meet its current financial commitments and provide services to the membership.

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ARTICLE XVI. Initiation Fees, Dues, Fines and Assessments

Section 1. The initiation fee(s) of this organization shall be as follows: All new members shall pay an initiation fee to the Union on the basis of the following schedule:

Initiation Fees

PRIVATE SECTOR EMPLOYEES;

- Ten (10) times the hourly rate on which his/her dues are calculated rounded to the nearest dollar with a maximum rate of \$300.00.

Section 2. 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.

Dues

Section 3. Public Sector Employees dues rate is two and one-quarter (2.25) times the hourly earnings rate.

Private Sector School Bus Drivers and Monitors dues rate is two and one half (2.5) times the hourly earnings rate.

Private Sector members who are not in a Bus Unit shall be on the following dues schedule:

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PRIVATE SECTOR EXCLUDING SCHOOL BUS UNITS

	<u>Base Rate of Pay</u>	<u>Dues per Month</u>
<i>Monthly Dues</i>	\$12.50 per hour to \$12.999 per hour	40.00
	\$13.00 per hour to \$13.499 per hour	42.00
	\$13.50 per hour to \$13.999 per hour	43.00
	\$14.00 per hour to \$14.499 per hour	44.00
	\$14.50 per hour to \$14.999 per hour	45.00
	\$15.00 per hour to \$15.499 per hour	47.00
	\$15.50 per hour to \$15.999 per hour	49.00
	\$16.00 per hour to \$16.499 per hour	50.00
	\$16.50 per hour to \$16.999 per hour	51.00
	\$17.00 per hour to \$17.499 per hour	53.00
	\$17.50 per hour to \$17.999 per hour	54.00
	\$18.00 per hour to \$18.499 per hour	55.00
	\$18.50 per hour to \$18.999 per hour	56.00
	\$19.00 per hour to \$19.49 per hour	59.00
	\$19.50 per hour to \$19.99 per hour	\$61.00
	\$20.00 per hour to \$20.49 per hour	\$63.00
	\$20.50 per hour to \$20.99 per hour	\$65.00
	\$21.00 per hour to \$21.49 per hour	\$68.00
	\$21.50 per hour to \$21.99 per hour	\$70.00
	\$22.00 per hour to \$22.49 per hour	\$72.00
	\$22.50 per hour to \$22.99 per hour	\$74.00
	\$23.00 per hour to \$23.49 per hour	\$77.00
	\$23.50 per hour to \$23.99 per hour	\$79.00
	\$24.00 per hour to \$24.49 per hour	\$81.00
	\$24.50 per hour to \$24.99 per hour	\$83.00
	\$25.00 per hour to \$25.49 per hour	\$86.00
	\$25.50 per hour to \$25.99 per hour	\$88.00
	\$26.00 per hour to \$26.49 per hour	\$90.00
	\$26.50 per hour to \$26.99 per hour	\$92.00
	\$27.00 per hour to \$27.49 per hour	\$95.00
	\$27.50 per hour to \$27.99 per hour	\$97.00
	\$28.00 per hour to \$28.49 per hour	\$99.00
	\$28.50 per hour to \$28.99 per hour	\$101.00
	\$29.00 per hour to \$29.49 per hour	\$104.00
	\$29.50 per hour to \$29.99 per hour	\$106.00
	\$30.00 per hour to \$30.49 per hour	\$108.00
	\$30.50 per hour to \$30.99 per hour	\$110.00
	\$31.00 per hour to \$31.49 per hour	\$113.00
	\$31.50 per hour to \$31.99 per hour	\$115.00
	\$32.00 per hour to \$32.49 per hour	\$117.00
	\$32.50 per hour to \$32.99 per hour	\$119.00
	\$33.00 per hour to \$33.49 per hour	\$122.00
	\$33.50 per hour to \$33.99 per hour	\$124.00
	\$34.00 per hour to \$34.49 per hour	\$126.00
	\$34.50 per hour to \$34.99 per hour	\$128.00
	\$35.00 per hour to \$35.49 per hour	\$131.00
	\$35.50 per hour to \$35.99 per hour	\$133.00
	\$36.00 per hour to \$36.49 per hour	\$135.00

\$36.50 per hour to \$36.99 per hour	\$137.00
\$37.00 per hour to \$37.49 per hour	\$140.00
\$37.50 per hour to \$37.99 per hour	\$142.00
\$38.00 per hour to \$38.49 per hour	\$144.00
\$38.50 per hour to \$38.99 per hour	\$146.00
\$39.00 per hour to \$39.49 per hour	\$148.00
\$39.50 per hour to \$39.99 per hour	\$150.00
\$40.00 per hour to \$40.49 per hour	\$152.00
\$40.50 per hour to \$40.99 per hour	\$154.00
\$41.00 per hour to \$41.49 per hour	\$156.00
\$41.50 per hour to \$41.99 per hour	\$158.00
\$42.00 per hour to \$42.49 per hour	\$160.00
\$42.50 per hour to \$42.99 per hour	\$162.00
\$43.00 per hour to \$43.49 per hour	\$164.00
\$43.50 per hour to \$43.99 per hour	\$166.00
\$44.00 per hour to \$44.49 per hour	\$168.00

For each additional \$0.50 per hour increase over \$44.49 per hour, monthly dues shall increase by \$2.00.

The above schedule for dues applies to dues paid on or before the last business day of the current month.

All members must pay their dues on or before the last business day of the current month. Any member failing to pay his/her dues at such time shall not be in good standing for such month, but may restore such good standing for such month for the purpose of attending meetings, nominating, voting and participating in the affairs of the Local Union by the payment of his/her 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 required as a condition of eligibility for office. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. Any member who shall be three (3) months in arrears in the payment of dues, fines, assessments or other charges, shall automatically stand suspended at the end of the third (3rd) month, and shall not be entitled to any rights or privileges of membership.

Section 4.

Reinstatement

Any person automatically suspended for non-payment of dues and/or other charges may apply for re-initiation, and, if his/her application is approved, shall be restored to membership in good standing upon payment of a re-initiation fee and/or all delinquent dues. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. The Local Union Executive Board shall have the power to waive, or reduce, on a non-discriminatory basis, the payment of delinquent dues, assessments and/or initiation fees.

Section 5.

The initiation fees, rates of dues and assessments shall not be increased, and no general or special assessment shall be levied upon the membership, except by

- Increases** majority vote by secret ballot of the members in good standing voting at a regular or special general membership meeting, after reasonable notice has been given to the effect that the questions will be voted upon.
- Section 6.** Excepting only for the automatic suspensions and reinstatement fees provided for in Article XVI, Sections 3 and 4, no member shall be fined, suspended, expelled or otherwise disciplined because of the financial requirements of this organization except in the manner provided for in Articles XXII and XXIII.
- Section 7.** Any member who shall owe fines, assessments or other charges, who has not paid such charges on or before the first (1st) business day of the month following the assessment of such charges shall be considered delinquent and shall not be entitled to any rights or privileges as a member of this Local Union or the International Union, which shall include strike benefit payments.
- Section 8.** The Executive Board shall have the authority to take all steps available to them by law or otherwise to collect such fines and assessments.
- Section 9.** The Local Union Executive Board shall have the power to;
- waive or reduce on a non-discriminatory basis, the payment of delinquent dues, assessments and/or initiation fees.
 - waive or reduce the initiation fee(s) and/or reduce the monthly periodic dues in particular cases where it will aid in attracting additional members, particularly in the Public Sector, provided the monthly dues are not reduced to an amount lower than required by the International Constitution.
 - waive or reduce the initiation fee(s) and/or reduce the monthly periodic dues in particular cases where it will aid in organizing campaigns.

ARTICLE XVII. Transfer and Withdrawal Cards

- Section 1.** If a member of another Local Union goes to work under the jurisdiction of this Local Union, immediately upon going to work, or before if practicable, he/she shall make a request in writing to the Local Union of which he/she is a member and from which he/she seeks to transfer for the issuance of a transfer card to him/her, and shall also apply to the Secretary-Treasurer of this Local Union for approval to transfer. This Local Union shall accept the transfer card of a member in good standing with any Local Union of the International Union, without any extra charge or fees, except as set forth in the International Constitution; provided, however, the member seeking to transfer has already obtained employment within the jurisdiction of this Local Union; provided further, the member seeking to transfer shall comply with all provisions set forth in the International Constitution respecting transfer; and provided further, he/she shall comply with rules and regulations of this Local Union and its Bylaws. A member who has transferred to this Local Union shall be entitled to the rights and privileges of membership in this Local Union in accordance with

the rules and regulations of this Local Union.

Section 2. This organization shall issue transfer and honorable withdrawal cards in the form, for the reasons, and in accordance with the provisions of the International Constitution relating thereto, provided, however, that the provisions of Article XVIII, Section 6 (a) of the International Constitution relating to mandatory issuance of withdrawal cards during unemployment shall not apply to seasonal employment.

Section 3. Any incumbent officer of this Local Union who retires from his/her office shall cease to hold any other office or position he/she occupies by virtue thereof, as of the effective date of his/her retirement. Any incumbent part-time officer of this Local Union who retires under any pension plan, the benefits of which he/she is entitled by reason of his/her current employment at the craft (other than as a Union officer), shall cease to hold office on the effective date of his/her retirement. A withdrawal card shall be issued to any member, including an officer of this Local Union, who has retired from employment at the craft.

The Local Union Executive Board may provide for the continuation of prescription coverage; either through Local 610 Prescripticare benefits or through any other source, for those inactive members with honorary withdrawal cards (and/or their spouse), that were full time officers and/or staff of Local 610 and have retired and otherwise qualify under the terms outlined by the Trustees of the Fund.

Section 4. If the member subsequently obtains employment under our jurisdiction, he/she may deposit such withdrawal card and be readmitted to membership in good standing if (1) he/she pays a month's dues for the month in which the card is deposited without being required to pay an initiation fee or re-initiation fee and (2) there do not exist any of the reasons for refusing to accept a withdrawal card set out in the International Constitution.

ARTICLE XVIII. Committees, Delegates and Stewards

Section 1. Except as limited by these Bylaws or by the Constitution of the International Union, the Executive Board shall be empowered to establish or provide for the establishment of committees, the chairperson and members thereof to be appointed by the President; but all committees must be established for purposes consistent with the objects and purposes of this organization.

Section 2. Provided that he/she shall have been elected to his/her office by secret ballot, each member of the Executive Board shall, by virtue of his/her office and said election, be a delegate to the Joint Council and Area Conference to which this Local Union is affiliated pursuant to Article VI, Section 46 herein. Business Representatives who are not members of the Executive Board, and appointed members of the Executive Board, or those who have not been elected by secret ballot, shall have the duty to attend and participate in the deliberations of such Joint Council or Area Conference, at the Local Union's expense, except as limited by the International Constitution, the Joint Council or applicable Regional Bylaws, or by statute.

Delegates

- Section 3.** Delegates to central bodies, and to all conventions of labor, including trade, craft, regional or other types of conferences, as well as to any other local, state or national body, other than the convention of the International Union, shall be appointed by the Secretary-Treasurer pursuant to Article VI, Section 46 herein. Any member of this Local Union who meets the qualifications imposed upon officers by these Bylaws shall be eligible for appointment as such delegate.
- Section 4.** The elected Officers of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their elected office and in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies.
- Section 5.** The nomination and election of the delegates and alternates mentioned in Article XVIII, Section 4 shall be conducted in accordance with the procedures set forth in Articles XIII, XIV and XV of these Bylaws relating to the nomination and election of officers. Any member of this Local Union who meets the qualifications imposed by these Bylaws for the nomination and election of officers shall be eligible for nomination and election as a delegate or alternate.
- Section 6.** The Secretary-Treasurer, together with the President, shall execute all credentials covering the delegates and alternates to the International Convention, affixing to said credentials the seal of the Local Union, and shall forward them to the General Secretary-Treasurer of the International at least thirty (30) days prior to the opening of the Convention.
- Section 7.** All delegates of this Local Union, both those appointed and those elected, shall perform the duties imposed upon them by these Bylaws, and the Constitution and/or Bylaws of the body to which they are delegates, and all of their actions made in accordance therewith shall be deemed to have been made for the best interests of this Union and its members.
- Section 8.** Stewards shall be elected and removed in such manner as the Executive Board may determine, and shall have such duties as may be assigned to them by the Executive Board. Stewards are neither officers nor agents of this Union.
- Stewards*

ARTICLE XIX. Collective Bargaining Agreements

- Section 1.** Before making specific proposals to employers, or representatives of employers concerning the minimum wages, hours and terms and conditions of employment to be incorporated in a collective bargaining agreement, the person authorized to negotiate for the membership shall obtain from the members who will be affected by the agreement information concerning the minimum standards those members are willing to accept. Thereafter, and unless later changed by the members affected, said persons shall negotiate within the scope of the minimum standards specified.
- Proposals*

The Secretary-Treasurer shall submit to Joint Council #13, two (2) copies of all proposed Collective Bargaining Agreements with a company in an industry in which there is an area standard established by pre-existing agreements or amendments thereto, or where otherwise directed to do so by the Joint Council, for approval before submission to the employer. If no Joint Council exists, such proposals shall be submitted to the State Conference for its approval. In those cases where the proposed agreement is for operations which are already subject to an area-wide agreement, or a prospective area-wide agreement is already planned, the proposed agreement shall be submitted to the Director of the appropriate Trade Conference or Division for approval before submission to the employer.

Ratification of agreements or amendments shall be subject to vote in the same manner as provided for in connection with bargaining demands as set forth in Section 27(a), or in the case of area-wide, conference-wide or national agreements in accordance with the Constitution and rules adopted by such bargaining group, except that where the General Executive Board has directed the Local union to refrain from executing such agreement, no proposed agreement shall be considered ratified by any vote until and unless it is specifically approved by the General Executive Board. Where a final contract proposal has been reduced to writing at the time it is to be submitted for vote, copies of the written proposal shall be made available to the affected membership. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Economic and Contracts Departments of the International Union within sixty (60) days after execution, together with a list of the names and locations of employers and number of employees covered by such agreements. The Secretary-Treasurer shall, as of January first of each year, submit to the Economic and Contracts Departments of the International Union a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations, and the expiration date.

Section 2.

Ratification

Before the persons authorized to so negotiate for the membership agree to the terms of any collective bargaining agreement, and before any such agreement is executed, the members who will be directly affected thereby, but only those, shall, by majority vote of those voting, authorize the acceptance and execution of the agreement, or a majority of such members may direct further negotiations before a final vote on the employer's offer is taken, as directed by the Executive Board.

Section 3.

If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the process of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the 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 or 2 of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

Section 4.

Strike votes shall not be required where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated and approved on a state, multi-state, multi-area, multi-employer or national, company-wide or area basis of which unit such employer is a member. In either case, the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also, with the approval of the General President, terminate such strike without a vote.

Section 5.

Every person, whether a member or not, who is directly affected by a collective bargaining agreement negotiated and executed by this organization shall, upon request, be forwarded a copy thereof without charge. But a reasonable charge shall be made for additional copies. In the case of agreements to which our Local Union is obligated but does not negotiate and execute, copies shall be available at the principal office for the inspection of any person whose rights are affected thereby.

ARTICLE XX.

General Rights, Privileges, Duties and Obligations of Officers, Agents, Representatives, Employees and Members

Section 1.

Rights and Privileges

Subject only to the provisions of subsequent sections of this Article, every member of this organization shall have equal rights and privileges within our Local Union to nominate candidates, vote in elections or referendums of the organization, attend membership meetings, and to participate in the deliberations and voting upon the business conducted at such meetings. With the same limitations, they shall likewise have the right to meet and assemble freely with other members, within and without membership meetings; to express any views, arguments, or opinions; and to express at meetings of the organization their views upon candidates in an election or upon any business properly before a meeting of the Local Union.

Section 2.

The rights provided for in Article XX, Section 1 above must be exercised in ways which do not conflict with (1) the provisions of these Bylaws, (2) the provisions of the Constitution of the International Union, (3) the responsibilities of the members to this organization as an institution, and (4) the duties of this organization to perform its legal or contractual obligations.

Section 3.

No member shall engage in dual unionism or advocate either dual unionism or

disaffiliation at any time or place, and shall not slander or libel the Union, its members, officers, agents, employees or representatives, and shall not be a party to any activity which seeks to disestablish the Union as the collective bargaining representative of any employees. Nor shall any member interfere with the performance of the duties of any officer, agent, representative, or employee of this organization.

Section 4.

Obligations

The officers, agents, shop stewards and other elected or appointed representatives of this organization shall be expected and required to honestly and faithfully perform the duties of their offices and to devote themselves to the good and welfare of the organization and our members. They shall conduct themselves as persons who occupy positions of honor and trust. Provided, however, their personal responsibilities in the performance of their duties shall be tested by the prudent-person rule, taking into consideration the special problems and functions of a labor organization, and whenever their activities meet the test of the prudent-person rule they shall in no way be held personally responsible for any action taken or omitted by them in good faith and with honest intentions.

Section 5.

Member Privileges

No member of this organization shall be fined, suspended, expelled or otherwise disciplined except for non-payment of dues unless such member has been (1) served with written specific charges; (2) given a reasonable time to prepare his/her defense; and (3) afforded a full and fair hearing, all as hereinafter provided for in Articles XXI and XXII.

Section 6.

Officers Duties

The officers and employees of this organization, for the organization as such and for themselves individually, shall complete and file all reports required by law and in connection with any report required shall maintain records on the matters required to be reported which will provide in sufficient detail the necessary basic information and data from which the reports may be verified, explained, clarified, and checked for accuracy and completeness, including the preservation of vouchers, work sheets, receipts and applicable resolutions, for periods required by law. As to reports required of this Union by the Labor-Management Reporting and Disclosure Act of 1959, they shall be made available to the members of this organization, and for just cause shown, members shall be permitted at reasonable times and places to examine any books, records, and accounts necessary to verify said reports. Provided, however, members desiring to make such an examination must make a request in advance in writing and state the just cause they have for their requesting such examination for verification.

Section 7.

This labor organization shall not, directly or indirectly, pay the fine of any officer or employee who may be convicted of any willful violation of the Labor-Management Reporting and Disclosure Act of 1959. No member shall be subject to fine, suspension, expulsion or other discipline because of the exercise of any right to which he/she is entitled under the terms and provisions of the Labor-Management Reporting and Disclosure Act of 1959.

Section 8.

Member Obligations

Every member of this organization shall be expected and required to recognize a responsibility to this organization as an institution and shall refrain from all activities which are inconsistent or in conflict with that responsibility. In addition, every member shall refrain from conduct that would interfere with the duty of this organization to perform its legal or contractual obligations.

Section 9.

These Bylaws provide the exclusive means whereby each and every member shall pursue the remedies to which he/she is entitled hereunder and under applicable laws. Therefore, no member shall resort to proceedings before any court, administrative agency, or governmental official until he/she has first exhausted the internal remedies provided for him/her in these Bylaws. Provided, however, his/her duty to exhaust his/her internal remedies shall expire and cease to be binding upon him/her if a final decision has not been rendered in his/her case within four (4) months after he/she has invoked them. Provided, further, it shall be the duty and obligation of every member to pursue his/her internal remedies with promptness and dispatch so that a final decision may be rendered within four (4) months. The four (4) month limitation provided for herein shall be modified to three (3) months in the single case of the election procedures referred to in Article XV, Section 11.

Section 10.

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

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

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

Section 11.

Supervisory employees and such 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 XXI. Offenses for Which Officers and Members may be Charged and Tried

Section 1.

The basis for charges against officers and members of this organization for which they may be required to stand trial as hereinafter provided shall consist of, but shall not be limited to, one (1) or more of the following:

- (a) Violation of any specific provisions of these Bylaws, and Constitution of the International Union, or the failure to perform any of the duties specified thereunder.
- (b) Violation of the responsibilities of members of this organization as an institution.
- (c) Any action, which is disruptive or interferes with the performance or obligations of other members of Local Unions under collective bargaining agreements.
- (d) Violation of the oath of loyalty to this organization and the International Union.
- (e) Violation of the oath of office.
- (f) Gross disloyalty or conduct unbecoming a member.
- (g) Misappropriation.
- (h) Secession, dual unionism, or fostering the same.
- (i) Abuse of fellow members or officers by written or oral communications.
- (j) Abuse of fellow members or officers in the meeting hall.
- (k) Activities which tend to bring this organization or the International Union into disrepute.
- (l) Disobedience to the lawful rules, regulations, mandates and

decrees of this organization, the International Union, or the subordinate bodies of the International Union.

- (m) Except as otherwise regulated by law, knowingly working for an employer whose employees are on strike or who is on the unfair list of this organization, knowingly giving or attempting to give, directly or indirectly, any information to such employer which tends to support such employer against this or any other labor organizations.
- (n) Preferring charges against members or officers in bad faith or where actuated by malice.
- (o) Such other acts and conduct which will be considered inconsistent with the duties, obligations and fealty to a member of a trade union, and for violation of sound trade union principles.
- (p) Crossing an authorized picket line established by our Local Union or any other subordinate body affiliated with the International Union.

ARTICLE XXII. Charges and Trials

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. The following procedural guides are designed to attain justice both to the individual member and the organization, and in instances where deviations from such procedures are not such as to substantially affect the members' substantive right, these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

Section 2.

Charges

Any member or officer of this organization, as well as any suspended member or former member, who has been issued a Withdrawal Card, may be charged with violating any of the provisions of Article XXI above. Charges shall be preferred by any member of the organization but must be filed in writing and in duplicate with the Secretary-Treasurer. While no particular formality shall be required in written charges, they shall contain a statement of the facts upon which the charges are predicated and a statement of the particular section or sections of these Bylaws which are contended to have been violated. After such charges have been filed, the Secretary-Treasurer shall promptly forward a copy thereof to the member or officer accused and the accused shall thereafter be required to stand trial at a time

and place designated by the Secretary-Treasurer which shall not be less than ten (10) days from the date the charges are served upon the accused. Any charge based upon alleged misconduct, which occurred more than five years before the discovery of the conduct giving rise to the charge(s), is barred and shall be rejected by the Secretary-Treasurer, except charges based upon the non-payment of dues, assessments and other financial obligations.

The charging party may select any other member of this organization in good standing to assist him/her in the presentation of his/her charges.

Section 3.

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. Any officer alleged to be involved, shall not vote on whether he/she is qualified to remain on the hearing panel.

Persons so accused shall be tried by the Executive Board of the organization. If the member charged or preferring the charge is a member of the Executive Board, or if a member of the Executive Board is unable to attend the hearing for any reason, then the principal executive officer of this Local Union shall appoint an uninvolved member as a substitute. If either the President or Secretary-Treasurer is charged or preferring the charge, or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and Secretary-Treasurer are charged or preferring the charges, or for any reason are unable to attend the hearing, the remaining members of the Executive Board shall appoint the substitute. Charges by, against, or involving a majority of the members of the Executive Board of this organization 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.

Section 4.

Rights of the Accused

At the hearing conducted before any trial or appellate body, the accused member may select any other member of this organization in good standing to represent him/her before any trial or appellate body, but no lawyer shall be permitted to appear either on behalf of the accused member, or any other person in this organization. Throughout the proceeding, there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be

supported by a preponderance of reliable evidence and a majority of the members of the panel must vote to find the charged party guilty.

- Section 5.** In the conduct of the trial, either verbatim minutes, mechanical recording, or accurate summaries of the evidence shall be kept, preserved and available for use in further proceedings. 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 accused shall have the right to be present at the trial and shall be guaranteed the right to confront and cross-examine witnesses giving testimony against him/her. The accused shall be given a full opportunity to make his/her defense and to produce testimonial or documentary evidence for that purpose, and shall not be restricted to the rules of evidence and procedure applicable to court trials.
- Section 6.** After the trial body has conducted the trial of an accused it shall render its judgment and decision in writing, including a summary of the facts relied upon. Disciplinary action, including fines, suspensions, expulsions, and removal of officers, if any is to be imposed, shall be clearly stated. The accused shall be given a copy of the decision of the trial body in each case.
- Section 7.** Depending upon the seriousness of the offense involved and the decision of the trial body under the facts, accused members and officers may be (1) exonerated and found not guilty of the charges, (2) found guilty in whole or in part without the imposition of any discipline, or (3) found guilty in whole or in part with the imposition of fines, penalties, suspensions, expulsions, removals from office, or other discipline.
- Section 8.** Any person aggrieved by any decision of the trial body in any such trial shall be guaranteed the rights of appeal and review provided for by the Constitution of the International Union. 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 the requirement.
- Appeals*
- Section 9.** No member or officer shall be required to stand trial on charges involving the same facts as to which he/she is facing criminal or civil trial until his/her final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same as arise under the same circumstances as prior internal Union charges against such member or officer, provided that a decision was rendered on those prior charges.
- Section 10.** Charges against elective officers of this Local Union shall be limited only to those activities or actions occurring during their current term of office, and only those activities and actions occurring prior to their current term, which were not then known generally by the membership of this Local Union.

ARTICLE XXIII. Standing Rules for Union Meetings

- Rule 1.** The regular order of business may be suspended by a majority vote of the meeting at any time to dispose of anything urgent.
- Rule 2.** The Chairperson of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.
- Rule 3.** Any talking or other activity, which may have the effect of disturbing a member while speaking or disturbing the conduct of the meeting or hindering the transaction of business, shall be deemed a violation of order.
- Rule 4.** Attending meetings under the influence of liquor is basis for removal.
- Rule 5.** All business done in the Local Union shall be strictly secret to all outside the Local Union.
- Rule 6.** When a member wishes the floor, he/she shall rise and respectfully address the Chair, and if recognized by the Chair, he/she shall state his/her name.
- Rule 7.** If two or more members rise to speak, the Chair will decide who is entitled to the floor.
- Rule 8.** Every member, while speaking, shall adhere to the question under debate, avoid all personality and indecorous language, as well as any reflection on the Local Union or any member thereof; but all members shall have the right to express their views, arguments and opinions upon candidates and upon any business properly before the meeting.
- Rule 9.** No member shall interrupt another while speaking except to a point of order, and he/she shall state definitely the point, and the Chair shall decide the same without debate.
- Rule 10.** Any member, while speaking, being called to order by another, at the request of the Chair, shall cease speaking and be seated until the question of order is determined.
- Rule 11.** If any member shall feel himself/herself aggrieved by a decision of the Chair, he/she may appeal from the decision to the meeting without debate.
- Rule 12.** When an appeal is made from the decision of the Chair, said appeal shall be stated by the Chairperson to the meeting in these words: "Shall the decision of the Chair be sustained as the decision of this meeting?" The member will have the right to state the grounds of appeal, and the Chair will give reasons for his/her decisions.

Thereupon the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to sustain such an appeal.

- Rule 13.** No member shall speak more than once on the same question until all the members wishing to speak have had an opportunity to do so; nor more than twice without the permission of the Chair; nor more than ten (10) minutes at one (1) time.
- Rule 14.** All resolutions and motions, other than the first six (6) in Rule 18, or to accept or adopt the report of a committee, shall be reduced to writing before the President shall state the same to the Local Union.
- Rule 15.** In presenting a motion, a brief statement of its object may be made, but not discussion of its merit shall be permitted until the question is stated by the Chair.
- Rule 16.** Any member may call for a division on a question when the subject admits thereof.
- Rule 17.** All votes other than amendments to the Bylaws or Rules of Order may be reconsidered at the same or next succeeding meeting upon a motion made and seconded by two (2) members who voted in the majority; provided the Local Union agrees thereto, but after a motion to reconsider has been lost, it shall not be renewed.
- Rule 18.** The following motions shall have precedence in the following order herein arranged. First, to adjourn; second, to close debate; third, to take the previous question; fourth, to lie on the table; fifth, to postpone indefinitely; sixth, to postpone to a definite time; seventh, to refer; eighth, to amend. The first four (4) shall be decided without debate.
- Privileged Questions*
- Rule 19.** When a question is postponed indefinitely, it shall not come up again, except upon a majority vote.
- Rule 20.** The motion to close debate may be made by two (2) members, and shall be put in this form: "Shall the debate now close?" If adopted, the President shall proceed to take the question on the resolutions and amendments thereto, according to priority, without further debate.
- Rule 21.** The call for the previous question may be made by six (6) members and shall be put in this form: "Shall the main question be now put?" If adopted, the effect shall be to take the question on the original resolution to the exclusion of all debate and all amendments which have not been adopted.
- Rule 22.** If amendments are proposed, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall then be put as follows: (1) amendment to amendment; (2) amendment; and (3) original proposition.

- Rule 23.** A motion to adjourn shall always be in order except: (1) when a member has the floor; and (2) when members are voting.
- Rule 24.** A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.
- Rule 25.** The President, while presiding, shall state every question coming before the Local Union before suffering debate thereon, and immediately before putting it to a vote he/she shall ask, "Is the Local Union ready for the question?" Should no member rise to speak and the Local Union indicates its readiness, he/she shall rise to put the question. After he/she has risen, no member shall be permitted to speak upon it.
- Voting*
- Rule 26.** When the presiding officer has commenced taking the vote, no further debate or remarks shall be allowed, unless a mistake has been made, in which case the mistake shall be rectified and the presiding officer shall recommence taking the vote.
- Rule 27.** Every member present shall vote on all questions before the Local Union unless personally interested. A motion to excuse a member from voting shall be put without debate.
- Rule 28.** When a motion has been declared carried or lost by acclamation, any member, before the Local Union proceeds to other business, may call for a count, but the "yeas" and "nays" cannot be called unless demanded before the President rises to put the question.
- Rule 29.** The "yeas" and "nays" may be called for by two (2) members and upon the assent of one-third (1/3) of the members present shall be taken.
- Rule 30.** Matters not provided for in this Article shall be governed by the ruling of the Chairperson.
- Rule 31.** All members present at any membership meetings of the Union shall be required to sign an attendance sheet as an indication of attendance at that meeting. Said sheets will be turned over to the Business Representative present at such meeting, and an attendance record will be kept by the Local Union office.

ARTICLE XXIV. Membership Meetings

- Section 1.** The Local Union Executive Board is authorized to permit membership meetings to be held as;

1. Regular Unit Union Meeting.
2. Special Unit Union Meeting.
3. Community Action Meeting.
4. General Membership Meeting.
5. Unit Shop Stewards Meeting.

or other similar meetings as it shall consider appropriate considering the special needs of the organization so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members.

- Section 2.** Members in attendance at membership meetings shall have the right to express their views, arguments, or opinions upon any business properly before the meeting, subject to Local Union 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/her responsibility to the organization as an institution or engage in or instigate any conduct which would interfere with the Local Union's performance of its legal or contractual obligations.
- Section 3.** This Union shall be so constituted as to promote the democratic determination of all questions by the rank-and-file and to make possible the membership's fullest participation in the phases of the Union's activities.
- Section 4.** All members of the Local Union shall have the opportunity to meet at least once a month in a membership meeting assembled, of the type hereinabove listed; however, this shall not preclude the holding of more than one (1) meeting of the membership in a given month.
- Section 5.** The presiding Chairperson at any Union meeting may appoint wardens to remove persons who have been ordered removed or to prevent the attendance of members who are "under the influence" or disorderly and/or disruptive.
- Section 6.** Regular General Membership meetings may be suspended during the months of June, July and August by a vote of those members present at the General Membership meeting in the month of May, upon a motion properly made and seconded to such effect; however, this does not preclude the holding of any special meetings during any of those months in which regular meetings are suspended.
- Section 7.** General membership meetings shall be held monthly at such place and time as shall be designated by the Executive Board of the Local Union and the membership assembled in such meetings shall discuss and determine only matters and policies referred to them by the Executive Board of the Local Union.
- General Membership*

Meetings

They shall vote on amendments to the By-Laws of the Local Union and uniform general or special assessments of the membership, unless such assessment is levied by the International Union by majority vote of the delegates voting at a regular convention of the International Union, or by a majority vote of the International Executive Board. Increases in the rate of dues and initiation fees shall also be voted on at these meetings.

The quorum for any General Membership meeting shall be fifteen (15) members.

General Membership meetings shall be called to order promptly at the specified time for the transaction of business and shall be continued until the business of the meeting is completed.

Section 8.

Regular Union Meetings

The members in attendance at regular Unit Union meetings shall discuss and determine all matters arising in and directly affecting their shop such as: nominations and elections of Unit Chairperson and Unit Recording Secretary and Shop Stewards, contract demands and contract interpretations, the accepting of Local Union agreements directly affecting their shop, strikes (by secret ballot) and strike settlements directly affecting them. They shall receive reports from the Business Representative assigned to handle their affairs; on the activities and programs of the organization, and, such other types of reports necessary, which shall include legislative reports and laws directly affecting the membership.

They shall discuss and determine such other matters as may be referred to them for discussion or decision by the Executive Board of the Local Union.

The quorum for Unit Membership meetings shall be three (3) members.

Section 9.

Special Union Meetings

Special Unit Union Membership meetings may be called by the Unit Chairperson and/or the Business Representative assigned to handle the affairs of the unit, or by the Business Representative assigned to negotiate collective bargaining agreements for said unit. Said special meetings shall be called for specific issues directly affecting the membership in said unit.

Membership meetings permitted under this section shall be subject to all of the requirements of Sections 1 through 9 above.

Section 10.

Community Action Meetings

Community Action Membership Meetings shall be held subject to call by the Executive Board of the Local Union. The members present shall discuss and determine such issues as community and/or area-wide problems and legislation of all types affecting them as workers living in the community or area. They shall discuss and determine such other legislative and/or matters affecting the Local Union that may be referred to them by the Executive Board of the Local Union.

Section 11.

Unit Shop Stewards meetings shall be held as scheduled by the Unit Chairperson and/or the Business Representative assigned to handle the affairs

Shop Steward Meetings

of the unit. The members present shall discuss any and all matters directly affecting their shop. They shall make periodic reports to their membership of their actions and make recommendations to their membership for approval.

Section 12.

A meeting notice shall be posted annually in each shop that will indicate the regular day, place and time that Unit Membership meetings are scheduled to be held. Regularly scheduled meetings occurring on a legal holiday can be postponed by approval of the Unit Chairperson and the Business Representative assigned to handle the affairs of the unit. The Business Representative shall reschedule said postponed meeting on another date during the same month, if possible. On special unit meetings the Business Representative shall give to the unit the earliest possible notification by written notice, if possible. If not possible, by personal contact by shop visit.

Section 13.

Notice of the scheduling of Community Action meetings shall be made orally in the regular monthly meeting held prior to the holding of such meetings, and by written reminder to each member from the Local Union office showing the date, time and location of the meeting to be attended.

Section 14.

Notice of the scheduling of General Membership meetings shall be made through notices posted in each and every shop covered by collective bargaining agreements with the Local Union in the Greater St. Louis Area.

Section 15.

Any member who becomes disorderly at any meeting shall be subject to such penalty as may be determined after trial by the Executive Board and expulsion from the meeting, at the discretion of the Chairperson.

ARTICLE XXV. Community and Political Action

Section 1.

For purposes of better servicing the membership on all matters affecting them in their day-to-day economic and political struggle to establish a better community for the working class in which to live; to effectively fight against anti-labor legislation and to concern our membership with those political and legislative matters affecting them, the membership of Local 610 may meet in community action meetings. Said meetings shall be subject to call by the Executive Board of the Local Union.

ARTICLE XXVI. Committees

Section 1.

The Committees of the Local Union may include the following:

1. Organizing Committee.
2. Political Education Committee.
3. Civil, Democratic and Human Rights Committee.

Section 2. Committee members shall perform duties and functions that are assigned to them from time to time by the Local Union Executive Board, in addition to the general duties outlined below for the committees referred to above.

The Committees shall consist of at least seven (7) members for each committee.

The President, in accordance with the provisions outlined in Article XVIII, Section 1 of these Bylaws, shall appoint the Chairperson and members of each committee. The President and the Secretary-Treasurer shall be an ex-officio member of all committees. The Committees shall meet as often as is necessary by order of the Executive Board.

Section 3.
Organizing Committee The Organizing Committee shall work with full-time Business Representatives of the Local Union and assist them in every possible fashion in the task of organizing within the jurisdiction of the Local Union.

They shall have the authority to recommend to the Executive Board of the Local Union such organizing campaigns and methods of organizing as they deem necessary for the good of the membership of the Local Union.

Section 4.
Political Education Committee The Political Education Committee shall cooperate with the Secretary-Treasurer of the Union in the planning of a day-by-day political education program for the Union; said programs shall be subject to the approval of the Executive Board.

Section 5.
Civil, Democratic and Human Rights Committee The Civil, Democratic and Human Rights Committee shall safeguard, maintain and further these rights of members under the jurisdiction of this Local Union, and; work toward eliminating all forms of discrimination which may divide us on the job, in society and in our Union.

Section 6. If in the opinion of the Executive Board any Standing Committee or any member thereof does not function due to chronic absenteeism or incapacitation it shall be the duty of the President of the Local Union to replace such Committee or members thereof.

ARTICLE XXVII Unit Chairperson, Unit Recording Secretary and Shop Steward

Section 1. **Unit Chairperson.**

Unit Chairperson

(a) Each Unit shall elect a Chairperson.

(b) Unit Chairpersons shall not at any time be considered officers of the Union and shall only be entitled to perform those duties and authorities spelled out herein.

- (c) He/she shall act as Chairperson of the Unit meeting he/she was elected from.
- (d) He/she shall appoint any necessary assistants or sergeant-at-arms to assist him/her in maintaining order at the meetings.
- (e) He/she shall have the authority to appoint temporary Shop Stewards pending an election of a Shop Steward by the unit to be represented.
- (f) He/she shall be an ex-officio member of the Negotiation Committee of his/her Shop.
- (g) He/she shall be elected for a period of one (1) year as provided for herein.

Section 2.

Unit Recording Secretary.

Unit Recording Secretary

- (a) Each Unit shall elect a Recording Secretary.
- (b) Unit Recording Secretaries shall not at any time be considered officers of the Union and shall only be entitled to perform those duties and authorities spelled out herein.
- (c) It shall be the duty of the Unit Recording Secretary to keep an accurate record of the proceedings of the Unit meetings. He/she shall make these minutes in duplicate and shall, at the expiration of their term, forward a copy of this record to the Recording Secretary of the Local Union who shall maintain such copies on file at the Local Union office.
- (d) He/she shall aid and assist the Unit Chairperson with the handling of the Unit meetings.
- (e) He/she shall forward to the Recording Secretary of the Local Union the names and addresses of the Unit Chairperson, Recording Secretary and Shop Stewards of the unit he/she was elected from.
- (f) He/she shall be an ex-officio member of the Negotiation Committee of his/her shop,
- (g) He/she shall be elected for a period of one (1) year as provided for herein.

Section 3.

Shop Stewards.

Shop Stewards

- (a) Each shop shall elect one (1) Shop Steward for each twenty-five (25) members or major fraction thereof. Each shop shall be entitled to at

least one (1) Shop Steward. Only the members served by any given Shop Steward shall vote on that Shop Steward's election. A Shop Steward may be recalled by a majority vote of those bargaining unit members present at any regular or special meeting of his/her shop, when reasonable notice of such vote has been given. Any Shop Steward recalled by a vote of the majority of his/her shop, may appeal to the Executive Board with witnesses, etc., whose decision shall be final and binding.

Shop Stewards shall advocate and promote all Union projects among their shop. They shall be responsible for acquiring the signature of members and new employees on all cards necessary for keeping the records of the Union as current as possible.

- (b) He/she shall process those grievances properly referred to him/her for handling by the membership of his/her shop.
- (c) Shop Stewards shall be elected for a period of one (1) year as provided for herein.

ARTICLE XXVIII. Nominations and Elections of Unit Chairpersons, Unit Recording Secretaries and Shop Stewards

Section 1. *Nominations*

Nominations of Unit Chairpersons, Unit Recording Secretaries and Shop Stewards shall take place at the Unit meetings held during the month of January except School Bus Unit nominations will take place at the Unit meetings held during the month of September.

School Bus Unit nominations pertain to school bus unit offices only. (Members of the school bus unit should be allowed to nominate for the general Local Union Officers at the same time as the rest of the Local membership.)

Section 2.

Nominations shall be made orally in this meeting and any member in good standing shall have the right to place in nomination the name of one (1) person to run for either the job of Unit Chairperson, Unit Recording Secretary, or Shop Steward.

Section 3.

No one (1) member can accept nomination to run for more than one (1) position.

Section 4.

Those nominated must accept their nomination at the nomination meeting in person or submit a written acceptance to the Local Union business office addressed to the Secretary-Treasurer of this Local Union, at least one (1) business day prior to the nomination meeting, specifying the position they are accepting the nomination for.

Section 5.
Elections

Elections shall take place at the Unit meetings held in the month of February except School Bus Unit elections will take place at the Unit meetings held in the month of October.

School Bus Unit elections pertain to school bus unit offices only. (Members of the school bus unit should be allowed to vote for the general Local Union Officers at the same time as the rest of the Local membership.)

Section 6.

Elections shall be held by secret ballot, if required, and every member present of the unit directly affected shall be entitled to vote for the candidate(s) of his/her choice for Unit Chairperson, Recording Secretary and Shop Steward(s). Each member shall be entitled to one (1) ballot.

Section 7.

The candidate for each position who receives the greatest number of votes shall be declared elected.

Section 8.

Before a vote is taken the Unit Chairperson shall appoint from amongst the members present two (2) or more members who shall act as tellers for the purpose of tallying the ballots.

Section 9.

Term of Office

Unit Chairpersons, Recording Secretaries and Shop Stewards shall be elected for a period of one (1) year or until replaced unless they are removed for cause by trial as provided for in these Bylaws.

Section 10.

No member who is on layoff, leave of absence or on withdrawal card at the time of nominations or elections of Unit Chairperson, Unit Recording Secretary or Shop Stewards shall be eligible to nominate, to be nominated or to be elected to such positions.

Section 11.

To be eligible for nomination or election as a Unit Recording Secretary and/or Shop Steward in this organization, a member must have been employed in the unit they will be representing for a period of not less than twelve (12) consecutive months prior to the month of nomination, and once elected, must attend the scheduled steward orientation meeting conducted by the Local Union and be in good standing at the time of nomination and election.

To be eligible for nomination or election as a Unit Chairperson, a member must have served at least one (1) full term as an elected Recording Secretary or shop steward in the unit they will be representing, and once elected, must attend the scheduled steward orientation meeting conducted by the Local Union and be in good standing at the time of nomination and election.

ARTICLE XXIX. Shop Committees

Section 1. Unit Chairperson, the Unit Recording Secretary and the Shop Steward(s) shall be ex-officio members of the Grievance Committee.

Grievance Committee Grievance Committees shall meet with Company representatives for purposes of and in accordance with the collective bargaining agreement in effect in their particular Unit.

Section 2. Negotiating Committees shall be elected in each Unit when required for the renewal of collective bargaining agreements. They shall be elected in the same manner as herein above set out. Upon completion of negotiations, the negotiating Committee will be automatically disbanded.

Negotiation Committee

Section 3. Only those in good standing for the current month in which the nominations and/or elections are held shall be eligible to serve on the Negotiating Committee.

Eligibility

ARTICLE XXX. Strike Authorization

Section 1. If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the process of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the 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 or 2 of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

ARTICLE XXXI. Representative Capacity of the Local Union

Section 1. Every member covered by a collective bargaining agreement at his place of employment and, by virtue of his/her membership in this Local Union, authorizes this Local Union to act as his/her exclusive bargaining representative with full and exclusive power to execute Labor Agreements with his/her employer governing terms and conditions of employment and to act for him/her and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any Labor Agreement, Understanding or Resolution or out of his/her employment with such employer in such manner as the Local Union or its officers

deem to be in the best interests of the Local Union, 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 of the International Constitution relating to area, multi-area, national, company-wide or industry-wide contract shall supersede any provision of this Section in conflict therewith.

Section 2.

Grievances when properly referred to the Business Representative of the Union, i.e., the Business Representative assigned to handle the affairs of the Unit involved, must have been processed by the Shop Stewards under the steps provided for to adjudicate disputes or grievances in their particular Labor Agreement, Understanding or Resolution with their Employer. Such grievances shall be in writing and in triplicate copies, the original shall be forwarded by the Shop Steward or Grievance Committee to the Employer Representative having the authority to process such grievances; one copy shall be retained by the Shop Steward of the unit and one copy shall be forwarded to the Business Representative assigned to the unit. The grievance shall be properly worded and signed by the complaining individual showing the settlement requested. Copies of resolved grievances or resolutions of the same shall be kept on file at the Local Union office by the Business Representative assigned to handle the affairs of the particular unit filing such grievances.

ARTICLE XXXII. Official Publication

Section 1.

The official publication of this Local Union shall be the "Missouri Teamster." The Secretary-Treasurer is authorized to expend from the Operating Fund of the Local Union necessary amounts to cover the procurement and mailing of the publication.

Section 2.

A copy of the publication shall be sent directly to each member in good standing to his/her last known address. Members shall be obligated to furnish the Local Union office with any and all changes in address, as they occur in order to receive the publication.

Section 3.

The Secretary-Treasurer shall have the authority to employ such help or services as he/she may need to carry on this work.

ARTICLE XXXIII. Obligations

Section 1.

All new members shall take the following obligation before being admitted to membership or being issued the official identification of this Union:

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

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

Membership

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

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

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

Section 2.

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

Officers

I, (give name) , do sincerely promise, upon my honor as a trade unionist and a Teamster, that I will faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and Bylaws of this Union. As an officer of this great Union, I will, at all times, act solely in the interests of our members, devote the resources of our Union to furthering their needs and goals, work to maintain a Union that is

free of corruption, to preserve and strengthen democratic principles in our Union, and protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, that I will, at all times, by example, promote harmony and preserve the dignity of this Union. I also promise that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office.

ARTICLE XXXIV. Savings Clauses

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 shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

The General Executive Board of the International Union is authorized to adopt any plan or arrangement relating to such requirements and obligations, which may be imposed by applicable law.

Section 2.

If any provision of these Local Union Bylaws shall be declared invalid or inoperative, by any competent authority of the executive, judicial or administrative branch of federal or state government, the Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any Article or Section should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Local Union 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.

ARTICLE XXXV. Amendments

Section 1.

Proposed amendments to these Bylaws must be submitted in writing at the regular General Membership meeting in January of each year upon initiation either by petition of eight (8) members in good standing, or by resolution of the Local Union Executive Board. Any proposed amendments to these Bylaws properly submitted in writing, shall be reviewed by the Executive Board.. The Executive Board shall determine whether to submit such proposals to the membership for vote. If the determination is to submit such proposed amendments to the membership, such proposed amendments shall be read at the regular General Membership Meetings and/or special General Membership Meetings in January, February and March and

voted upon at the March regular General Membership Meeting, or may be read and voted upon at a special General Membership meeting called for such purpose with advance notice to the members of the nature of the amendment or amendments. Amendments approved by a majority vote of the total of those present and voting at such meetings shall be sent to the office of the General President of the International Union for approval, and shall become effective upon his/her approval or if he/she fails to approve, by the General Executive Board, if referred to that Board.

Under no circumstances may these Bylaws be amended during a term of office to diminish the duties, salaries, benefits, allowances or powers of the incumbent officers and/or employees. Any such amendment may only be effective as of the beginning of the next term.

The Executive Board Officers shall continue to receive no less than the salaries, benefits, allowances and expenses in effect for their respective positions at the time of the adoption of these Bylaws.