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BY-LAWS



Affiliated with the

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
OF AMERICA**



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1. NAME

This organization shall be known as Truck Drivers and Helpers Local Union No. 355 and is affiliated with and is a Local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

2. JURISDICTION

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

3. PRINCIPAL OFFICE; TIME AND PLACE OF MONTHLY MEETINGS

A. The principal office of this organization shall be located in the City of Baltimore, State of Maryland. The organization may have such other offices either within or without the State of Maryland as the Executive Board may require from time to time.

B. All books, records, and financial documents shall be kept at the office or offices of the Local Union.

4. OBJECTS

A. The objects of this Local Union shall be:

a. To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age or sex;

b. To engage in organizing unorganized workers and to provide services to those who are organized;

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

d. To provide educational advancement and training for employees, members and officers;

e. To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers, farmers and consumers, and the security and welfare of all the people by political, educational and other community activity;

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

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

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

i. To protect and preserve the Union as an institution and to perform its legal and contractual obligations;

j. To carry out the objectives of the International Union as an affiliate thereof; and its duties as such an affiliate;

k. To receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these By-Laws and the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its members, directly or indirectly.

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

5. ELIGIBILITY FOR MEMBERSHIP

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

6. OFFICERS

The Officers, Executive Board and Delegates of this Local Union and eligibility to serve as such shall be as prescribed in the International Constitution and in these By-Laws.

7. PRESIDENT'S DUTIES

A. The President shall be the principal Executive Officer of this Local Union. It shall be the duty of the President to preside at meetings of this Local Union and of the Executive Board, to preserve order therein, and to enforce the International Constitution, these By-Laws and the Rules of Order adopted by this Union, and to see that all Officers perform their respective duties. He shall also have the right to serve on all committees by virtue of his office, and in general, shall perform all duties incident to the office of President, and such other duties as may be assigned by the Executive Board or membership from time to time.

B. The President shall decide all questions of order, subject to an appeal to the membership; shall have the right to vote in the election of officers; shall cast the deciding vote when a tie occurs on any question; shall announce the result of all votes; and he shall have the power to call special meetings as provided in Article 19, Section B.

C. He, together with the Secretary-Treasurer, shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these By-Laws or law may require of him.

D. The President in conjunction with the Secretary-Treasurer shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Local Union, which have been properly incurred as provided herein. He shall have the authority to pay current operating expenses of the Local Union includ-

ing rents, utilities and maintenance of the union hall, and salaries and expenses of officers and employees as authorized by the Executive Board.

E. The President shall appoint all committees, subject to the disapproval of the membership.

8. DUTIES OF THE VICE-PRESIDENT

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

9. DUTIES OF THE SECRETARY-TREASURER

A. The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution, by these By-Laws, and in general perform all duties incident to the office including enforcement of all fines and penalties and such other duties as from time to time may be assigned to him by the President, the Executive Board or the members by resolution. He shall see that all notices and reports shall be given in accordance with the provisions of the International Constitution and these By-Laws or as required by law. He shall make at least quarterly a report to the membership giving the financial standing including the assets and liabilities of the Local, and shall keep itemized records showing the sources of all monies received and spent, and shall keep records, vouchers, work sheets and accounts and all resolutions to verify such report.

B. The Secretary-Treasurer upon request of any member shall make available to the member a copy of the last annual report. He shall also make available for inspection by any members or members at the Local Union's principal office during regular business hours any prior annual report; and also any other document which is subject by statute to such inspection, provided, however, if copying is desired by any member the matter shall be submitted to the membership at the next scheduled meeting. Membership lists may not be copied. Upon the written request of any member setting forth good cause for examination of any books, records, or accounts necessary to verify any report filed in compliance with any statutory requirement, he shall make arrangements to have such records available for inspection during the regular business hours at the principal office of the Local Union. In the event the Secretary-Treasurer believes that just cause does not exist for the request made, he shall so inform the member in writing. Refusal of the Secretary-Treasurer to permit examination of such records shall be appealable to the Local Executive Board and such appeal shall be heard forthwith.

C. The Secretary-Treasurer shall have custody of the Local Union Seal and the records of the proceedings of all meetings of the Local Union and the Executive Board, as prepared by the Recording Secretary, or such person as is authorized to take such proceedings, and shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon the request of any person in writing or made in person to the Secretary-Treasurer during regular hours at the principal office, he shall provide a copy of the collective bargaining agreement made by

the Local Union with the employer of such person, if the person making such request establishes that he is an employee directly affected by such an agreement. The Secretary-Treasurer may require a receipt from such person. He shall also maintain at the principal office of the Local Union copies of agreements made as received by the organization where another labor organization affiliated with the IBT has negotiated such a contract, and the employees represented by this Local Union are directly affected by such agreement, which agreements shall be available for inspection by any member or by any employee who establishes that his rights are affected by such agreement, during the regular hours maintained at the principal office of the Local Union.

D. The Secretary-Treasurer shall receive and keep a correct account of all monies paid to and paid out by the Local Union, and shall give receipt for any dues, initiation fees, or other fees, assessments or fines or other monies received. He shall deposit all monies received from any source whatever in a reliable bank or banks in the name of the Local Union at least twice a month or oftener. The bank of depositary shall be designated by the Local Executive Board.

E. The Secretary-Treasurer shall maintain a record of the names and addresses of all members. The Secretary-Treasurer shall report to the General Secretary-Treasurer the membership standing of all members in the Local Union as required by the International Constitution. The membership lists shall not be open to inspection by any member except as and to the extent required by statute.

F. Whenever a Secretary-Treasurer's term

of office expires or is otherwise terminated, he must see that his successor is properly bonded and a copy of the bond sent to the general office before he transfers the funds of the organization to his successor in office. He shall also give to his successor all papers, documents, records, vouchers, worksheets, books, money and other union property that may have been entrusted to him by virtue of his office and shall obtain an appropriate receipt therefor. All such records, vouchers, worksheets, receipts, books, reports, and documents shall be preserved and retained at the Local Union's principal office for a period of six years.

10. DUTIES OF RECORDING SECRETARY

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

11. DUTIES OF TRUSTEES

It shall be the duty of the Trustees to conduct a monthly examination of the books of the

Local Union and report the results thereof at the next regular membership meeting. They shall sign the books of the Secretary-Treasurer only if they find no irregularity. They shall have full and free access to all documents, books and other records necessary to conduct their examination. They shall report to the General Secretary-Treasurer as required by the International Constitution. They shall receive and review the original surety bond covering each officer, employee or representative of the Local Union required to be bonded, and retain it at the Local Union's principal office. They shall have the duty to see that such bonds are current and enforceable. In the event of the absence or disability of one Trustee, the other two shall perform the above functions.

12. CHIEF BUSINESS AGENT

A. A Chief Business Agent shall be elected in accordance with the provisions specified within these By-Laws.

B. The duties of the Chief Business Agent shall be as follows:

a. He shall report to the Executive Board, and shall in general supervise, conduct and control the business affairs of this organization.

b. He shall have general charge and supervision of all the officers and employees of this organization and shall have power to appoint, remove, suspend, or discharge all appointive Organizers, appointive Business Agents, Assistant Business Agents, Shop Stewards and other employees. Executive Officers are not disqualified from also serving as appointive agents. He shall recommend to the Executive Board,

subject to their approval, the number of Business Agents, Organizers and other employees necessary for the proper function of the business of the union and he shall further recommend the salaries and expenses of such employees.

c. He shall also have charge of all labor controversies involving this union.

d. He shall have authority to interpret these By-Laws and to decide all questions of law thereunder between meetings of the Executive Board.

e. He shall conduct negotiations for all collective bargaining agreements and shall enforce the provisions of such agreements in the interest of the members.

f. He shall promote and direct continuous organization campaigns to organize the unorganized workers who come within the jurisdiction of this Local Union in order to protect the conditions of employment established by this union in a respective industry.

g. He shall have the assistance of all Business Agents and may call upon any officer or member of the union to assist him in all of his duties.

h. Section 17—paragraph F—subsection "e" of these By-Laws shall not apply to the office of Chief Business Agent of this Local Union.

13. WARDEN AND CONDUCTOR

The Warden and the Conductor shall be appointed by the chair and may be removed by him. The Warden shall have charge of the

inner door and shall not admit any member who is not in good standing. He shall not allow any member under the influence of liquor or drugs to enter the meeting place. He shall assist the chair in maintaining order.

It shall be the duty of the Conductor to assist the Warden. He shall also escort all guests to the chair. He shall perform the duties of the Warden in the absence of the Warden.

14. POWERS AND DUTIES OF LOCAL EXECUTIVE BOARD

A. Except as may be otherwise provided in these By-Laws, the Local 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 Local Union funds and property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these By-Laws and resolutions adopted in furtherance thereof. The Executive Board is hereby empowered, in addition to such other general powers conferred by these By-Laws, to:

a. Make and change, subject to disapproval by the membership, rules and regulations not inconsistent with these By-Laws or the International Constitution for the management and conduct of the affairs of this Local Union;

b. Provide, subject to approval by the membership, the salaries, and subject to disapproval by the membership, the allowances, direct and indirect disbursements, expenses and reimbursement of expenses for Officers and Business Agents;

c. Provide for the employment of clerical employees, attorneys, accountants, and such other special or expert services as may be required for the organization; to secure an audit of the books of this organization by a certified public accountant at least once a year;

d. On behalf of the Local Union, its officers, employees or members, to initiate, defend, compromise, settle, arbitrate or release or to pay the expenses and costs of any legal proceedings or actions of any nature if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization;

e. The Local Union Executive Board shall fill by appointment all vacancies in elected offices which occur during the term of such office for the unexpired term.

f. Transact all business and manage and direct the affairs of the Local Union between membership meetings except as may otherwise be herein provided; delegate when necessary any of the above powers to any officer for specific and temporary purposes and on condition that the action of such officer or agent be ratified by the Executive Board; the Executive Board shall designate other officers for the President or Secretary-Treasurer for the purpose of signing checks to pay bills in the event that either shall become ill or otherwise incapacitated;

g. To lease, purchase or otherwise acquire in any lawful manner for and on behalf of the organization, any and all real estate or other property, rights and privileges, whatsoever deemed necessary for the prosecution of its affairs, and which the organization is

authorized to acquire, at such price or consideration and generally on such terms and conditions as it thinks fit, and at its discretion to pay therefor either wholly or partly in money or otherwise; specific authorization at a membership meeting shall be required for such expenditures, excepting for routine expenditures not of a substantial nature;

h. Sell or dispose of any real or personal estate, property, rights or privileges belonging to the organization whenever in its opinion the Local Union's interests would thereby be promoted, subject to approval (except as to form) at a membership meeting;

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

j. Create trusts, the primary purpose of which is to provide benefits for the members or their beneficiaries, and terminate and effectuate the same, all subject to approval (except as to form) by the membership; Trustees of Health and Welfare or Pension Trust Funds negotiated directly by the Local Union; and to which this Local Union is the only union party, shall be the Secretary-Treasurer as per resolution previously adopted by the membership at specially called meeting;

k. Determine the membership which shall vote on agreements and strikes, and the composition of other membership meetings, and adopt rules and regulations concerning the conduct thereof not inconsistent with the International Constitution or these By-Laws;

l. Determine the manner in which referendums shall be held;

m. Affiliate this Local Union with Joint Council No. 62 and Eastern Conference, and such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do, or which it believes is in the interest of this Local Union, and maintain such affiliations in good standing at all times;

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

B. The Executive Board shall have the duty to investigate any alleged breach of fiduciary duty when circumstances so warrant and to take appropriate action if the investigation so merits.

C. The Executive Board shall hold regular meetings at least once a month without other notice than this By-Law at such regular times as shall be designated by resolution of the Executive Board, and may hold other meetings at such time and place as shall be determined by the President.

D. 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.

E. By action of the Board, members of the Board who are not full time paid officers or employees of the organization may be paid

their expenses, including wages lost, if any, for attendance at each meeting of the Board.

F. As to all matters requiring action by the Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, letter or telephone. When action by the Executive Board is required, the President may obtain same by telegraphing, writing or telephoning to the members of the Executive Board and such members may take action of 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.

15. OFFICERS—GENERALLY

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

I do hereby solemnly pledge my most sacred honor as a man that I will faithfully fulfill the duties of my office as..... of this Union during the term for which I have been elected and installed, that I will support the Constitution of this International and the By-Laws of this Local Union and perform the duties thereof to the best of my ability, and bear true allegiance to this Local. I do further pledge that I will deliver to my successor in office all books, papers, and other property of the Local Union that may be in my possession or under my control at the close of my official term, and that during my term of office I will not knowingly aid or support the activ-

ities of any organization seeking to undermine this Local Union, so help me God.

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

C. All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any Federal or State Agency either for and in behalf of the Local or as an officer or employee thereof, but accidental default shall not be considered a violation of the duty imposed by this section.

D. All officers in the performance of their duties shall adhere to the terms of these By-Laws and the International Constitution.

E. The officers, Business Agents, Stewards and other representatives of this Local Union occupy positions of trust in relation to the Local Union and its members as a group and are, therefore, accountable to the membership with respect to the performance of their fiduciary duties. The failure or refusal by an officer, Business Agent, Steward or other representative of this Local Union, upon demand of the Executive Board or of any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his fiduciary duties shall constitute a ground for charges under Article XIX of the International Constitution

on which trial shall be had under the provisions set forth in Article 21 hereof.

F. Duties of Shop Stewards

The employer recognizes the right of the Union to designate Job Stewards and alternates.

The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The collection of dues when authorized by appropriate Local Union action;

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

(a) Have been reduced to writing, or

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

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

The Employer recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the union liable for any unauthorized acts. The employer in so recognizing such limitations shall have

the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of an agreement.

At companies where this Local Union has ten (10) or more members employed, the shop stewards at such establishments may be reimbursed for expenses not to exceed the amount of quarterly dues, unless additional expenses are incurred in connection with Union activities as instructed and approved by the business office.

16. EXPENSES AND AUTOMOBILES

A. Allowances. Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and receive no compensation for overtime or premium pay; also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them, and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the Constitution and these By-Laws; that such activities benefit the organization and its members; that the time spent in such activities is unpredictable and unascertainable, such officers and representatives may be granted an allowance (both for in-town and out-of-town work, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly or monthly) as the Local Executive Board may

determine and there shall be no need to make a daily or other accounting to the Local Union membership for such allowance.

In addition to the allowances set forth above, all officers and employees may be reimbursed for, or credit provided for, all other expenses incurred in connection with their activities.

B. Expenses. When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him or the supplier of such services.

C. Automobile Allowance. The Local Union may provide its officers or representatives with automobiles upon authorization of the membership, or in lieu thereof, they may be paid an allowance for use of their car in such amount or at such rate as shall be approved by the Executive Board. In such instances where the Local Union provides an automobile, title to the automobile shall remain at all times in the name of the Local Union. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such car, and are responsible for its safeguarding. Accordingly, for the convenience of the union and as partial compensation for such additional responsibilities, such officers shall be permitted private use of such car on a round-the-clock, continuous basis, including private use when the car is not required on union business. Upon authorization of the Executive Board, the President is empowered to sell, exchange or lease automobiles or arrange financing therefor in behalf of the Local Union.

D. Benefits. The Executive Board may from time to time provide the terms and conditions of employment for officers, employees and representatives of this organization including, but not limited to such paid benefits as vacations, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, health and welfare and retirement benefits and activities, and facilities relating thereto, and may from time to time provide changes therein, as well as additional compensations and allowances, all the above being subject to the approval of the membership.

17. NOMINATION AND ELECTION OF OFFICERS: RULES

A. Meetings as hereinafter established for nomination of officers shall be held in November. Election shall be held not less than thirty days after nominations have been closed. The Executive Board shall set the time and place of nominations and elections and such time and place and other relevant arrangements shall be convenient to the greatest possible attendance by all the members.

B. Term of Office. This Local Union shall elect its officers by secret ballot not less often than once every three years. Officers shall hold office until their successor is duly elected and installed.

C. Notice of Rules, Nomination meeting and Election. At least twenty (20) days prior to the date of the nomination meeting, specific notice of the date, time and place of the nomination meeting and the offices to be filled shall be mailed or shall be published in any

Local Union publication mailed to the membership (except that notice of nomination and election may be combined); each member shall be advised in such notice that the election rules are set forth in the By-Laws which are available upon request.

D. Eligibility of Members.

a. To Nominate, Vote for, or Support Candidates.

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

b. To Stand for Election. Every member in good standing, by the payment of his dues on or before the last business day of the current month in accordance with the International Constitution, and who has been in such continuous good standing for each consecutive month in the 24-month period immediately prior to nominations, shall be eligible to hold office, if he is otherwise qualified under the International Constitution and these By-Laws. No member shall lose his good standing status for any month in which his dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bar-

gaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union.

c. Effective January 1, 1964, to be eligible to hold office, a member shall have attended at least fifty per cent (50%) of all regular and/or special meetings of this Local Union during the twenty-four (24) consecutive months immediately prior to the month in which nominations for office are held.

The Local Union shall furnish attendance cards to all members attending regular and/or special meetings and shall keep accurate records affecting those members who are in attendance at each of such meetings.

Any member unable to attend such meetings because of any good or valid reason, may upon verification of his reason for such absence, request of the Executive Board that he be excused because of such absence. The decision of the Executive Board in such cases shall be final.

d. Appeals. Any member who desires to challenge a ruling that he is ineligible to run for any elective office of the Local Union, shall appeal in writing, within forty-eight (48) hours after receipt of the ruling to the General President, or his designee, who shall decide such an appeal within seven (7) days after receipt of the protest.

E. Nomination Procedures.

a. Nominations shall be held at a general or special membership meeting or meetings. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and

complete minutes shall be kept of that business. Nothing in this provision shall prohibit the holding of a special meeting in the month of November, at which meeting nominations and the conduct of elections shall be the sole order of business.

b. Nominations shall be made at the meeting by motion, seconded by a member in good standing. Any question of the eligibility of nominees shall be decided by the Secretary-Treasurer or President of the Local Union, or their designees, within twenty-four (24) hours and shall be appealable to the General President, in accordance with the provisions of D-d.

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

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

e. In the event only one candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate shall be declared elected by acclamation.

f. Candidates must accept nomination at the time made, either in person or, if absent, in writing, and may accept nomination for only one office.

g. Every member eligible to nominate candidates shall be entitled to nominate one candidate, but only one, for each office open.

h. If any nominee should die before the election, his name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office.

i. If there is only one nominee for an office and he is finally ruled ineligible after the nomination meeting, then a new nomination meeting shall be held for such office only; however, such nomination meeting shall not delay the election for all other offices.

j. The membership may by majority vote at the nomination meeting require the supervision of any election by an outside person or agency designated by the membership, which outside person or agency shall not have the authority to determine questions of eligibility or take any action inconsistent with the International Constitution or these By-Laws.

F. Elections.

a. After the nomination meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be mailed to each member at his last known home address, if no notice had previously been sent. The Local Executive Board shall designate the place or places where balloting shall take place.

b. Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy voting. Each such member shall be entitled to one vote. Absentee voting by mail shall be permitted only upon applica-

tion of members who are ill or absent from the city or town where they are normally employed at the time of voting because on vacation or on employment tour of duty. The membership at the nomination meeting may permit additional reasons for absentee balloting if they so desire. Application for absentee ballots shall be made to the Secretary-Treasurer not less than five (5) days prior to the date set for election and shall contain the grounds therefor. Absentee ballots shall be valid only if they are received before the closing of the polls. Absentee voting shall be conducted with all proper safeguards for secrecy of the ballot.

c. Each candidate shall have the right to have an observer who shall be a member of this Local Union at the polls and at the counting of the ballots. Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in a blank envelope which in turn shall be sealed in an envelope with the name of the voter thereon. Challenges shall be investigated to determine their validity, if the challenged ballots are sufficient in number to affect the result of the election. The blank envelope containing the ballot shall not be opened until such time as all challenges have been ruled upon and the name-bearing envelopes destroyed. Upon request of any candidate, voting machines, if used, shall be checked for proper operation.

d. When there are more than two candidates for an office, the candidate, or candidates, as the case may be, receiving the most votes shall be declared elected.

e. No officer may run for another office in this Local Union, the term of which covers

part of his current term, unless he resigns from his current office at the time of nomination, such resignation to be effective upon installation of his successor. He shall announce his intention to resign not later than thirty (30) days prior to the nomination meeting. This provision shall not apply to the office of Chief Business Agent. No officer may hold another office in any other Local Union (in any other than a Trusteed Local) during his term of office except by authorization of the General President and the Locals involved.

f. There shall be no write-in candidates. Any ballot shall be declared void if it contains any mark other than the voting mark.

G. Duties of Secretary-Treasurer in Connection with Nomination and Election.

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

b. The Secretary-Treasurer shall review the eligibility to hold office of any member at his request and shall make a report on the eligibility of that candidate within five (5) days thereafter to any interested member.

c. Unless a joint nomination-election notice was sent, the Secretary-Treasurer shall give written notice to the membership of the Local, at least twenty (20) days prior to any election date, of the time, place, date, hours, and

number of offices upon which voting shall be held, by mailing such notice to the members' last known address.

d. Upon reasonable request of any bona fide candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that such candidate pays the reasonably estimated cost involved in advance and the full cost within thirty (30) days after the election. The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the union not later than seven (7) days prior to the date of the election and may, where in his judgment it appears necessary, provide for a consolidation of such distribution in which case the cost of such distribution shall be assessed upon the candidates involved on a pro-rata basis.

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

f. The Secretary-Treasurer shall retain copies of all requests for distribution for campaign literature and copies thereof, shall make a record of the date the literature was distributed, the cost thereof the the amount received therefor, a copy of the notices of nomination and of the election, a copy of the ballot, the official tally sheet submitted by the tellers

and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one year.

g. In the event there shall be any protest or charges made concerning the election by any member prior to the holding of the election such protest or charge shall be made in writing by such member within forty-eight (48) hours of his knowledge of the event complained of and shall specify the exact nature of protest. In the event there shall be any protest or charge concerning the conduct of the election after the election has been held by any member, such protest or charge shall be made in writing by such member within forty-eight (48) hours, setting forth the exact nature of the protest and his claim as to how it has affected the outcome of the election. Such protest shall be made to the Secretary-Treasurer who shall refer the protest to the Executive Board for disposition. Decision of the Executive Board shall be appealable pursuant to the provisions of the International Constitution.

18. DUES AND INITIATION FEES.

A. The Regular monthly dues of this organization shall be six dollars per month. In no event shall monthly dues be less than the minimum established in the International Constitution.

B. Initiation fees for membership in this organization shall be fifty dollars, provided, however, that such initiation fee may be waived or reduced in connection with the organization of unorganized employees at the discretion of the Local Executive Board.

C. Reinitiation fees shall be \$50.00.

D. General or special assessments and levies may be made from time to time in the manner provided hereinafter.

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

a. Specific written notice (or notice published in any union periodical mailed to the membership) shall be mailed by the Secretary-Treasurer to each member at his last known home address at least fifteen (15) days prior to the meeting at which the membership will consider the question of whether or not such dues, initiation, or reinitiation fees, general or special assessment shall be changed or levied. The notice shall indicate that a proposed increase or assessment is to be voted on.

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

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

d. This provision supersedes Article 29 (Amendments) with respect to changing the dues and fees set forth in these By-Laws.

19. MEETINGS—Membership meetings shall be general or special.

A. General Membership Meetings.

a. General membership meetings shall be

held monthly at such place and time as shall be designated by the Executive Board subject to disapproval by the membership. The time and place of meeting in effect when these By-Laws are adopted shall continue until changed by the Executive Board upon reasonable and adequate notice to the membership. Membership meetings may be suspended during any three months between June and October by action of the membership at a meeting after reasonable notice of the intention to vote upon such question.

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

No complaints or grievances shall be discussed during the session of regular or special membership meetings of the Local Union.

c. The Executive Board, subject to membership disapproval, is authorized to permit membership meetings to be held on a division, craft, place of employment or other similar basis as it shall consider appropriate considering the special needs of the organization so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at such separate meeting provided herein on all

matters which apply to the general membership, but such member shall be permitted to vote only at such separate division, craft or place of employment meeting to which he has been assigned.

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

On all matters which apply to the general membership, the votes of the meeting of each particular division, craft or place of employment shall be totaled to determine the action of the Local Union in such matter.

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

B. Special Meetings.

Ten percentum (10%) of the members in good standing of the Local may submit a writ-

ten petition for a special meeting to the President of the Local Union, setting forth the reasons therefor, and the President shall call the special meeting within a reasonable time. If the Local comprises employees of more than one employer, then no more than half of such ten percent (10%) shall be from the same employer. If the President does not call such meeting, the Executive Board shall call such meeting within fifteen (15) days of the original petition. The President may, on his own motion, call a special meeting. Reasonable notice of the date, time and place of any special meeting, and of the questions to be presented, shall be given the membership.

C. Quorum.

The quorum of a general or special membership meeting shall be fifteen (15). The Executive Board shall establish the number constituting the quorum for division, craft or place of employment meetings.

D. Referendum.

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

E. Every member eligible to vote in an election under Article 17, Subsection D(a), shall be

eligible to vote on any question before the membership meeting or in a referendum.

20. MEMBERSHIP

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

a. He shall have executed a written application for membership on a form provided by the Secretary-Treasurer, which shall contain the constitutional obligation on the reverse side thereof.

b. He shall have tendered the initiation fees and one month's dues by cash or on written authorization of checkoff. (Local Unions may permit installment payments of initiation fees and determine when eligibility is established.)

c. The Local shall have accepted his application and dues.

d. He shall have taken the oath of obligation as a member at a regular meeting following the action upon his application, or he shall have read aloud the obligation in the presence of the Chief Business Agent, or his designee, and shall so indicate by his signature thereon; provided, however, that no applicant shall become a member in the first ten days following the filing of his written application. In the event the applicant shall fail to take the obligation within a reasonable time following the acceptance of his application, he shall forfeit the monies tendered except for good cause shown.

B. a. A member shall lose his good standing membership in the organization by suspension or expulsion from membership after appropri-

ate proceedings consistent with these By-Laws or the Constitution, or by non-payment of dues on or before the last business day of the current month. Members whose dues have been withheld by their employer pursuant to a voluntary check-off agreement shall not be declared in bad standing merely because the employer fails to remit checked-off dues to the Local Union on or before the first day of the month. Payment of dues to an Officer or Steward authorized by this Local to collect such dues shall be deemed payment to the Local.

b. A member in a suspended status because of his failure to pay his dues or other obligations as required by the International Constitution and these By-Laws, and not suspended or expelled from membership pursuant to disciplinary action, may reinstate his good standing for the purpose of attending Local Union meetings and voting at elections by the payment of all delinquent dues and other financial obligations, including a reinstatement fee of ten dollars (\$10.00), prior to such meeting and election.

C. a. A member shall be considered to have voluntarily withdrawn from membership in this Local Union on the receipt of a withdrawal card. A member shall be considered transferred from this Local Union upon acceptance of his transfer card in another Local Union.

b. In any case where the Local Union is required to give to a member an honorable withdrawal card under the terms of the International Constitution and these By-Laws, it may provide for the continuance of Local Union benefits to such member or former member under conditions which it may set forth, but such member or former member shall not be

permitted to hold office or vote, and shall have only such right to participate in the meetings and affairs of the Local Union as shall be permitted by the Executive Board.

1. D. Supervisory employees, and such other classifications as the Executive Board may lawfully determine shall take no part on committees selected to negotiate wages and working conditions with employers, and shall not be permitted to vote on any such agreement or on any vote to strike or take other action with respect to the agreement to which they may be subject or parties.

E. Responsibility of Members to the Local Union.

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

b. Every member by virtue of his membership in this Local Union authorizes this Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his employment with such employer, in such manner as the Local Union or its Officers deem to be in the best interests of the Local Union. The Local Union and its Officers, Business Representa-

tives and Agents may decline to process any such grievance, complaint, difficulty or dispute, if in their reasonable judgment such grievance, complaint or dispute lacks merit.

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

d. No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, nor shall any member slander or libel the Local Union, its members or its Officers, or be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee.

e. No member shall be permitted at any Union meeting or assembly to engage in any of the conduct hereinbefore described.

f. Every member shall follow the Rules of Order at all meetings of the Local Union.

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

F. Rights of Members.

Subject to reasonable application, no provision of these By-Laws, rule of parliamentary procedure or action by the Union or its Officers shall be administered in such a way as to deprive individual members of the following rights:

a. The right to nominate candidates or vote in elections or referendums of the Union:

b. The right to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings:

c. The right to meet and assemble freely with other members and to express any views, arguments, or opinions; and to express at meetings views upon candidates in an election of the Union or upon any business properly before the meeting.

d. The right to information concerning the conduct of Local Union business.

e. The right to institute an action in any court or in a proceeding before any administrative agency, irrespective of whether the Union or its Officers are defendants in the action, or to appear as a witness in a judicial, administrative or legislative proceeding, or to petition any legislator, subject to the exhaustion of intra-Union remedies as required by the International Constitution and applicable law.

21. CHARGES AND TRIALS

a. Each member of this Union shall have the right to fair treatment in the application of Union rules and law in accordance with the

International Constitution and these By-Laws. 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, this Union adopts the following procedures with the specific understanding that the following procedural guides are designed to attain justice both to the individual member and the organization, and in instances where deviations from such procedures are not such as to substantially affect the members' substantive rights, these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

B. Trials and Appeals.

a. **Trial.** Every member charged with a violation of these By-Laws or the International Constitution shall be accorded a full and fair hearing as required by law. No member of the Executive Board having a personal interest in the subject matter of the charge which personal interest is adverse to that of the charging party or the accused shall take any part. The decision on disqualification under this provision shall be made in the first instance by majority vote of the Local Executive Board, whose decision shall be appealable as part of the case in accordance with the approval procedure of the International Constitution.

b. **Charges.** Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer, who shall serve the charges and notice of the hear-

ing upon the accused either in person or by registered or certified mail at least ten (10) days prior to the hearing. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these By-Laws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged including, where possible, dates and places.

c. **Rights of the Accused.** Throughout the proceedings, there shall be a presumption of innocence in favor of the accused. Clear and convincing evidence must be presented to support the charges, and the accused shall have the right to present his own evidence, rebut testimony against him, present witnesses favorable to him and cross-examine adverse witnesses. The accused may be represented by a member of the Local Union of his own choosing. Witnesses need not be members of the Union. The hearings shall be open to other members subject to the discretion of the Executive Board in maintaining order and in excluding witnesses except when testifying.

d. **Action by the Executive Board.** A summary of the testimony and evidence introduced at the hearing shall be made and a copy of such summary shall be furnished the accused. If any party desires to obtain a stenographic transcript or mechanical recording of the proceedings, he shall apply for same to the Trial Board, which Board shall arrange for same upon payment of the cost thereof by the person making the request. Such person shall be required to furnish a copy of such transcript or recording

to any interested party upon payment by such interested party of the cost of such copy.

If on appeal any appellate body makes a transcript or recording of the proceedings on appeal, such appellate body shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any party for copying or consultation without cost. Within twenty (20) days after completion of the hearing, the Executive Board shall decide the case. The decision of the Executive Board shall be in writing and contain the charges, its own factual findings and decision, and a notice to the parties informing them of the proper body to which they may appeal, and the time within which the appeal must be filed. A copy of the decision of the Executive Board must be forwarded to the parties without delay. A copy of all documents in the proceedings shall be kept available at the Local Union's principal office until final disposition is made of the case.

e. **Appeals.** Appeals shall be taken pursuant to the provisions of Article XIX, Section 2, of the International Constitution.

22. BONDING

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

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

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

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

E. If an Officer referred to in Section C above cannot within thirty days provide the surety bond required in conformity with the provisions of Section A above, that officer shall automatically be deprived of holding any office for which a bond is required, unless the International Constitution shall provide otherwise.

23. STANDING RULES FOR UNION MEETINGS

Rule 1. The regular order of business may be suspended by a vote of the meeting at any time to dispose of anything urgent.

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

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

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

Rule 5. The meeting may determine what portions of its business shall be secret.

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

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

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

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

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

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

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

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

Rule 14. All resolutions and motions, other than the first six in Rule 18, or to accept or adopt the report of a committee, shall be reduced to writing by the Recording-Secretary 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 no discussion of its merits shall be admitted until the question is stated by the Chair.

Rule 16. Any member may call for a division of a question when the subject or sense admits thereof.

Rule 17. All votes other than amendments to these By-Laws 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 membership agrees thereto: but after a motion to reconsider has once been lost, it shall not be renewed.

Rule 18. The following motions shall have precedence in the following order: First, to adjourn; Second, to close debate; Third, to take up the previous question; Fourth, to lay on the table; Fifth, to postpone indefinitely; Sixth, to postpone to a definite time; Seventh, to refer; Eighth, to amend. The first four shall be decided without debate.

Rule 19. The following motions are not debatable: (1) to adjourn; (2) to lay on the table; (3) the previous question.

Rule 20. When a question is postponed indefinitely, it shall not come up again, except upon a majority vote.

Rule 21. The motion to close debate may be made by two (2) members, and shall be put in this form: "Shall the debate now close?" If adopted, the President shall proceed to take up the question before the membership, according to priority, without further debate.

Rule 22. The call for the previous question on the original motion may be made by six (6) members and shall be put in this form: "Shall the main question be now put?" If adopted, the effect shall be to take up the question on the original motion to the exclusion of all debate and all amendments which have not been adopted.

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

Rule 24. A motion to adjourn shall always be in order except: (1) when a member has the floor; (2) when members are voting; (3) when a motion is pending.

Rule 25. 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.

VOTING

Rule 26. The Chair shall state every question coming before the Local Union before permitting the opening of debate thereon. Immediately before putting it to a vote he shall ask: "Is the Local Union ready for the question?" Should no member rise to speak on the ques-

tion, or if a majority shall vote to close discussion, the Chair shall put the question. After he has risen no member shall be permitted to speak further upon it.

Rule 27. 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 28. 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 29. 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 of the "yeas" and "nays".

Rule 30. The "yeas" and "nays" may be called for by two (2) members and upon the assent of one-third ($\frac{1}{3}$) of the members present shall be taken.

Rule 31. (a) Any question on procedure in debate, not provided for herein, shall be governed by Roberts' Rules of Order, revised.

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

Rule 32. All rulings of the Presiding Officer on procedure which are not challenged during the meeting become final and unappealable upon adjournment of the meeting.

24. STANDING COMMITTEES

The Standing Committees of this Local Union may include Committees on By-Laws, Political Action and Legislation, Finance and Organization, Application, Unemployment, Grievance and Benefits, and such Committees shall perform such duties and functions as shall be assigned to them from time to time by the Executive Board.

25. INTERNATIONAL CONSTITUTION

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

Neither this Local Union, nor any of its Officers, Business Representatives or employees, has the power to make any contract or agreement nor to incur any liability which shall be binding upon the International Union or any of its affiliates other than this Local Union unless the written consent of the Governing Body or Executive Officer thereof has first been obtained authorizing such action. Neither this Local Union nor any of its Officers, Representatives or employees has been authorized or empowered

to act as an agent of the International or any of its affiliated bodies and shall not be deemed an agent for such body unless expressly authorized in writing by the Governing Body or Executive Officer 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.

26. LOCAL UNION PROPERTY

No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its Officers, Representatives or employees and no property held in trust by any Trustee for and in behalf of this Local Union, expressed or implied, which was created or established by this Local Union, and whose purpose is to provide benefits for the Local Union itself, or the members of the Local Union or their beneficiaries, shall be given, contributed, donated or appropriated, either directly or indirectly, to aid or assist or be expended in behalf of any seceding, dual or antagonistic labor organization or group, nor to any Local Union which is acting in violation of the Constitution of the International.

27. NEGOTIATIONS, RATIFICATION OF AGREEMENTS, STRIKES AND LOCKOUTS

A. Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of the employer or by this Local Union, the Chief Business Agent shall call a meeting at which the membership shall determine and authorize the bargaining demands to be made. The Executive Board shall determine whether such meeting shall be lim-

ited to the members in a particular division, craft or place of employment. Where this Local Union is a participant in an area-wide or conference-wide agreement, it is understood that the bargaining demands of this Local Union may be accepted, modified or rejected by the over-all negotiating committee in accordance with such rules and procedures as may be adopted by the area-wide or conference-wide bargaining group.

B. Proposed collective bargaining agreements or amendments shall be submitted by the Secretary-Treasurer to the Joint Council and Area Conference for approval before submission to the employer.

C. Ratification of agreements or amendments shall be subject to vote in the same manner as provided for in connection with bargaining demands as set forth in Section A above, or in the case of area-wide or conference-wide agreements in accordance with the Constitution and Rules adopted by such bargaining group, except that where the General Executive Board has directed the Local Union to refrain from executing such agreement, no proposed agreement shall be considered ratified by any vote until and unless it is specifically approved by the General Executive Board. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Research Department of the International Union and of the Area Conference within sixty days after execution.

D. If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the Officers have used reasonable means

of achieving a settlement through the processes of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the Constitution. The Executive Board may, in its discretion, provide that the strike vote be limited to the members employed in a particular division, craft or place of employment. In cases where area-wide or conference-wide agreements are involved, it is understood that a majority of the members covered by such agreements must vote to strike in accordance with the provisions of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

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

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

G. Strike and lockout benefits shall be payable to members only as provided by and in accordance with the Constitution. The Secretary-Treasurer shall be responsible for the securing of such benefits where the Local Union is eligible to receive them, to execute all documents required by the International and to re-

turn all monies from the International Union remaining unused by the Local Union at the close of the strike or lockout.

H. Strikes which are not terminated by the conclusion of a collective bargaining agreement or by arbitration or otherwise may be terminated in such manner as the Executive Board shall determine appropriate.

28. SAVING CLAUSES

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

Section 2. If any provision of these By-Laws shall be declared invalid or inoperative, by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Local 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 of these By-Laws should be held invalid by operation of law or by any

tribunal of competent jurisdiction, the remainder of these By-Laws or the application of such article or section to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

29. AMENDMENTS

A. Proposed amendments to the By-Laws shall be submitted in writing at a regular meeting of the Local Union upon initiation either by petition of seven (7) members in good standing, or by resolution of the Local Executive Board.

B. The proposed amendments shall then be read at two (2) consecutive regular meetings of the membership and voted upon at the third meeting. A two-thirds ($\frac{2}{3}$) vote of the members in good standing voting at such meeting shall be required for passage. Reasonable notice that copies of the proposed amendments are available in the offices of the Local Union and that these amendments will be voted upon at the next meeting shall be given to all members of the Local Union prior to the third such meeting.

C. In lieu of a reading at two (2) consecutive meetings, copies of the proposed amendment and notice of the meeting may be mailed (provision for publication) at least thirty days prior to the regular or special meeting at which the amendment will be voted upon.

D. Amendments to these By-Laws are subject to the approval of the General President, as provided in Article VI, Section 4 of the International Constitution.

30. OBLIGATION

I, the undersigned, have read aloud the following obligation to and do hereby agree to abide by same if accepted into membership of Truck Drivers and Helpers Local Union No. 355, I. B. of T.

I, of my own free will and accord, in the presence of these witnesses, and on my own sacred honor, I do now covenant to keep the affairs of this Union strictly private unless authorized to reveal the same.

I will abide by its laws, both General and Local, and will use all honorable means to procure employment for brother members.

I will make every possible effort to attend the meetings, and will pay all dues and assessments levied in accordance with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers' laws.

I further agree, that should it be hereafter discovered that I have made any misstatements as to my qualifications for membership, that I will be debarred from all benefits provided by this Union. I will be obedient to authority, orderly in its meetings, respectful in words and actions, charitable in judgment of my brother members, and will never from self-motives wrong a brother, or see him wronged if in my power to prevent it. I will render full allegiance to this Union and never consent to subordinate its interests to those of any other organization of which I am now or may hereafter become a member.

To all of this I pledge—my sacred word and honor—to observe and keep the same—as long

as I remain—a member of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, of America.

Signed.....

31. FRATERNAL BENEFITS

Provision for Local Union benefits may be added.

32. FISCAL YEAR

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

33. These By-Laws are subject to the Constitution of the International Brotherhood of Teamsters and applicable Conference By-Laws.

**Approved March 5, 1961 by the Membership of
Truck Drivers and Helpers Local Union No. 355**

Leon Butler,
Trustee

Norman A. Phillips,
Trustee

George Sprague,
Trustee

Harry Cohen,
President

Robert Meyett,
Vice-President

Harold J. Miller,
Secretary-Treasurer

Vernon Benson,
Recording Secretary

**Approved, International Brotherhood of
Teamsters, April 24, 1961**

James R. Hoffa, General President

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**Approved as Amended at Special Meeting,
June 2, 1963**

**Harold J. Miller,
Secretary-Treasurer**

**Amendments as Corrected Approved
July 23, 1963**

**James R. Hoffa,
General President**