

Form LM-2 Attachment  
Question 18 - Bylaws

### **DECLARATION OF PRINCIPLES**

- 1. We, the members of Teamsters Local 853, International Brotherhood of Teamsters, in order to form a more perfect Union, provide for the common defense, and promote the general welfare of our members, have determined that the following shall guide us:**
2. To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical or mental disability, sex, sexual orientation, gender identity or any other legally protected group or class. Whatever right belongs to one member belongs to all members alike as long as they remain in good standing in the Union.
3. 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.
4. The right of each member to receive fair and just remuneration for his/her labor and to gain sufficient leisure for mental cultivation and physical recreation.
5. The right to be treated in a decent and respectable manner by our employers, and at the same time, conscious of corresponding duties to them.
6. To try all just means to promote harmonious relations with our Employers by exercising due care and diligence in the performance of our duties.
7. To regulate our conduct as a Union and as individuals so as to make our occupation what it has the right to be-an honest and honorable means of earning a decent and respectable livelihood.
8. To assist other Labor Unions whenever possible in the attainment of their demands.
9. It is recognized that the problems with which this organization is accustomed to deal with, cannot be resolved in isolation but require achievement of a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time; we therefore, determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the benefit of the organization and its members.
10. Based on these principles, we are determined to do everything within our power, individually and collectively as a Union, to promote the best interests of our members and have adopted the following By-laws to guide us:

## **ARTICLE I** **NAME**

This Union shall be known as Teamsters Local 853, Warehouse, Wholesale Liquor and Wine Salespersons, Liquor and Wine Drivers (Santa Clara and San Benito Counties) and related workers, Milk Drivers and Dairy workers, Construction and Building Materials, Newspaper Drivers, Mailers, Vendors, and related workers, Graphic Communications workers, Concession workers, Bakery Drivers and related workers, Retail Delivery Drivers and related workers, Automotive, Parking and Car and Truck Rental (Alameda County) and Miscellaneous Union, San Francisco, San Mateo, Alameda, San Mateo, Contra Costa (Dairy, Beer, Newspaper), Santa Clara, and San Benito Counties, International Brotherhood of Teamsters.

## **ARTICLE II** **JURISDICTION**

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

## **ARTICLE III** **PRINCIPAL OFFICE**

The principal office shall be located in Alameda County, California. All books, records and financial documents shall be kept at the principal office.

## **ARTICLE IV** **MEMBERSHIP**

### **Section 1.**

This Union shall consist of an unlimited number of members. No person shall be discriminated against by this Union because of race, color, religion, sex, age or national origin. Eligibility to membership 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.

### **Section 2.**

Any person desiring to become a member of this Local Union shall file an application. He shall have signed a dues check-off authorization permitting the initiation fee to be withheld from earnings. If no dues check-off authorization is signed, membership shall date from the first month for which dues are paid, once full payment of the initiation fee is completed. Or, he shall have tendered the initiation fee and one month's dues by cash. Candidates may take the Oath of Obligation to become a full-fledged member of the Union in a Regular Membership Meeting of the Union, or at the Executive Board Meeting, or at a Special Meeting or by signing a written Oath of Obligation.

### **Section 3.**

All initiation monies left on deposit by default of applicants shall be forfeited at the expiration of thirty (30) days.

#### **Section 4.**

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 or group 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 the International Union or any of its subordinate bodies. If any such person obtains Union membership, or after having been admitted to the union membership advocates the overthrow of a federal, state or provincial government by force or violence, or becomes a member of a party or group 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 forth in Article XIX of the International Constitution.

#### **Section 5.**

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

#### **Section 6.**

Every member, covered by a collective bargaining agreement at his place of employment, authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his employment with such employer in such manner as the Local Union or its officers deem to be in the best interests of the Local Union, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters. The Local Union and its officers, business representatives and agents may decline to process any grievance, complaint, difficulty or dispute if in their reasonable judgment such grievance, complaint or dispute lacks merit. The provisions of Article XII, Section 2 relating to area, multi-area, national company-wide or industry-wide contracts, shall supersede any provision of this Section.

### **ARTICLE V** **OFFICERS AND COMMITTEES**

#### **Section 1.**

The Elective Offices of this Union shall consist of one (1) President, one (1) Vice President, one (1) Recording Secretary, one (1) Secretary-Treasurer, and three (3) Trustees.

#### **Section 2.**

The Elective Officers shall constitute the Executive Board of this Union, with the exception of the Business Agents. The term of office of all officers shall commence on the first of January in the year following the election.

### **Section 3.**

The Elective Officers shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position. The Principal Executive Officer shall have first priority. After the principal officer, the remaining delegates shall be selected from the salaried elected officers in the following priority. President, Recording Secretary, Vice President, Trustee in order of number of votes received in the most recent election; elected business agents in order of number of votes received in the most recent election.

### **Section 4.**

The officers of the Union, whether acting in their capacity as Officers, or as members of the Executive Board, and other agents of the Union, shall not be liable for any act of any agent, employee, consultant or attorney selected with reasonable care. They shall incur no liability in acting upon any papers, documents, data or information believed by them to be genuine and accurate and to be made, executed, delivered or assembled by the proper parties. They shall not be responsible or liable for the validity of these By-laws, Collective Bargaining Agreements, or Trust Agreements executed by them, or any of them, in good faith. In addition to any of the above, they shall incur no liability with respect to any expenditure, disciplinary action, or any act of omission authorized by the majority of the membership. They shall be exonerated, reimbursed and indemnified individually and collectively against any and all expenses and liabilities arising out of their duties, except for willful misconduct or for the specific breaches of trust as set forth in Title 5 of the Labor Management Reporting and Disclosure Act of 1959.

### **Section 5.**

The officers, Executive Board and delegates of the Local Union and eligibility to serve as such shall be prescribed in the International Constitution.

## **ARTICLE VI NOMINATION AND ELECTION OF OFFICERS**

### **Section 1.**

The Elective Officers of this Union shall be a President, Vice President, Recording Secretary, Secretary-Treasurer and three (3) Trustees. These officers shall constitute the Executive Board.

### **Section 2. TIME OF NOMINATIONS AND ELECTIONS**

Meetings as hereinafter established for nominations of officers shall be held in November, subject to the provisions of the International Constitution. Election shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections, and such time and place and other relevant arrangements shall be convenient to the greatest possible attendance by all members. This Local Union shall elect its officers by secret ballot not less often than once every three (3) years, except where necessary to bring the terms of office of all officers in concurrence or in order to provide for a schedule of nominations and elections in accordance with ARTICLE XXII, Section 4(a), of the International Constitution.

### **Section 3. NOTICE OF RULES, NOMINATIONS, 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 nominations and election may be combined); each member shall be advised in such notice that

the election rules are set forth in the By-laws and the International Constitution, which are available upon request.

#### **Section 4. ELIGIBILITY OF MEMBERS**

(1) Every member whose dues are paid up through the month which is prior to the month in which the nominations or election is held shall have the right to nominate, to vote for, or otherwise to support the candidate of his/her choice. No member whose 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 shall be declared ineligible to nominate, or to 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.

(2) To be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union for a period of twenty-four (24) consecutive months prior to the month of nomination for said office and must be eligible to hold the office if elected. "Continuous good standings" means compliance with the provisions of ARTICLE X, Section 5, of the International Constitution, requiring payment of dues on or before the last business day of the current month, and 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), of the International Constitution, such period of withdrawal shall not be considered a break in continuous good standing in the Local Union.

Payment of dues after their due date shall not restore "Good standing" status for such month or months in computing the continuous twenty-four (24) months good standing status required by this Section as a condition of eligibility for office. No member shall lose his/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. 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.

Members in a reserve component of the military or National Guard who are called to active service lasting more than thirty (30) days but not more than twenty-four (24) consecutive months, may have their eligibility determined in accordance with Article II, Section 4(a)(4) of the International Constitution.

Failure of the Local Union to issue a withdrawal card shall not be conclusive proof that a nominee was actively employed at the craft within the jurisdiction of the Local Union during the required twenty four (24) month period prior to his/her nomination if a challenge is made based on evidence to the contrary, in which event, a determination shall be made on the facts presented. Periods of unemployment during the twenty four (24) month period preceding the nomination shall not be considered a break in active employment at the craft within the

jurisdiction of the Local Union if the nominee was actively seeking and available for employment in the craft, and not working outside the craft during such periods of unemployment.

(3) In addition to those conditions of eligibility listed in subsection (2) above, a member must have attended at least fifty percent (50%) of the Regular or Divisional Meetings of this Local Union during the twenty four (24) consecutive months prior to nomination in order to be eligible to run for office. The Local Union shall keep accurate records reflecting those members who are in attendance at each meeting and shall exempt from the attendance requirement any member who, because of illness, regular employment, or other good cause, is unable to attend a meeting. This exemption system shall be uniformly and fairly applied.

## **Section 5. NOMINATION PROCEDURES**

(1) Nominations shall be held in accordance with provisions of ARTICLE VI, Section 2, above, at a General or Special Membership Meeting or Meetings or at a meeting or meetings of each separate division, craft or place of employment authorized by the Local Union Executive Board to hold separate meetings. If nominations are held at separate division, craft or place of employment meetings, the members may nominate candidates from their own or any other division, craft or place of employment for election to Union Office. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and complete minutes shall be kept of that business. Nothing in this provision shall prohibit the holding of special meetings, at which meetings nominations and the conduct of the elections shall be the sole order of business. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws.

(2) Nominations shall be made at the meeting by a member in good standing other than the nominee by motion seconded by a member in good standing other than the nominee. Candidates are advised to verify the good standing status of their nominator and second prior to the nomination meeting.

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

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

(5) The President shall select three (3) judges from members in good standing who are not candidates for office to be in charge of the polls during the election. They shall be picked from the unemployment list and compensated at the working foreperson's rate of pay currently in effect, as found in the Master Warehouse Agreement, plus overtime.

The judges shall report the results of the election to the Union as soon as the vote is tabulated. The Chairman of the Election Committee shall announce the results, and the President shall then declare the nominee receiving the highest number of votes for each office elected.

(6) In the event only one (1) candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate shall be declared elected by acclamation at the nominations meeting, effective as of the conclusion of the term of the previous incumbent.

(7) A member otherwise eligible to run for office shall become a bona fide candidate upon his/her nomination for office and acceptance of the nomination. To be eligible to nominate and, otherwise, to participate in the nomination meeting, a member must have his/her dues paid through the month prior to the month in which the nomination meeting is held. Candidates must accept nominations at the time made either in person, or if absent, in writing, and may accept nomination for only one (1) office. After a candidate has accepted nomination, he/she may not, under any circumstances, revoke his/her acceptance after the ballots are printed, except where as a result of the revocation, the remaining candidate is unopposed.

(8) If any nominee should die before the election, his/her name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office as provided in ARTICLE XI (1-d) of these By-laws.

(9) If there is only one (1) nominee for an office, and he/she is finally ruled ineligible after the nomination meeting, then the office shall be filled by appointment by the newly elected Local Union Executive Board.

### **Section 6. ELECTIONS**

(1) After the nominations meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be mailed to each member at his/her last known home address if no notice previously has been sent. The election shall be held at such place or places and at such time, not earlier than thirty (30) days after the nomination meeting, as may be designated by the Local Union Executive Board. The election shall be by secret ballot to be placed in boxes, unless the Local Union Executive Board has authorized the use of some standard type of election mechanical device insuring a secret ballot by machine vote, or unless the election is conducted by mail ballot. If a walk-in ballot is utilized, the election box or boxes or machine or machines, however, will be located at a place or places designated by the Local Union Executive Board. Balloting shall be open for a period not less than six (6) hours during the period between the hours of 7 a.m. and 8 p.m.; A Local Union may extend voting beyond these hours if necessary to accommodate work schedules and provide members a reasonable opportunity to vote. It shall be the duty of the Local Union Executive Board to provide safeguards for the honest and fair conduct of such election.

(2) 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 (1) vote. The Local Union Executive Board shall have the authority to establish all rules and regulations for the conduct of the election to supplement the provisions of the International Constitution and the Local Union By-laws, including the authority to use mail referendum balloting or absentee balloting without membership approval. The General President shall also have the authority to direct the use of mail referendum balloting or absentee balloting without membership approval, any action of the Local Union Executive Board to the contrary notwithstanding. Absentee voting by mail shall be permitted only upon application of members who are ill, or absent from the city or town where, they are normally employed at the time of voting, because on vacation or on employment tour of duty. The Local Union Executive Board may permit additional reasons for absentee balloting if they so desire. Application for absentee ballots shall be made to the Secretary/Treasurer not less than five (5) days prior to the date set for election and shall contain the grounds, therefore. Absentee ballots shall be valid only if they are received by noon of the day on which the polls close. Absentee voting shall be conducted with all proper safeguards for secrecy of the ballot.

Voting by writing in the name of a person who was not duly nominated shall not be permitted. Any ballot shall be declared void if it contains any mark other than the voting mark.

(3) Each candidate, at his/her own expense, shall have the right to have an observer other than himself/herself, at each polling place and at the counting of the ballots who must be a member of the Local Union in good standing. Observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in an envelope with the name of the voter, thereon. If votes are challenged, such challenge shall be made in writing at the time of the election with specific reasons given for such challenge. 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. Upon request of any candidate, deemed reasonable by the Election Committee, voting machines, if used, shall be checked for proper operation. Candidates shall have the right to be present at the counting of the ballots.

(4) 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. The candidate for each office who receives a plurality of the votes cast for the office shall be elected, thereto, except in the case of trustees, in which case the three (3) candidates receiving the highest number of votes shall be elected. In the event of a tie vote, the candidates shall resolve such tie by lot, except in the case of a tie for the office of principal officer of the Local Union, in which case there shall be a re-election between only the candidates who have tied for the highest number of votes and only for that principal office. The officers-elect may be installed at the same meeting at which they are elected, or, if not elected at a meeting, at the next meeting following their election. The officers-elect shall take office at the end of the term of the incumbent officers, regardless of the date of installation, which installation may take place at either the same meeting at which they are elected, or if not elected at a meeting, at the next meeting following their election. Except as provided above, no run-off election shall be held.

(5) 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 Trusteed Local Union) during his/her term of office, except by authorization of the General President and the Local Union involved.

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

(7) 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. A expenditure shall be considered extraordinary if it falls within the definition set forth in Article XXII, Section 4(e) of the International Constitution. In the event the election results in a new complement of officers, the outgoing officers must comply with the restrictions in Article XXII, Section 2(b) of the International Constitution regarding entering into contracts for personal services.



## **(8) OFFICERS - GENERALLY**

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

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

### **Section 7. DUTIES OF SECRETARY-TREASURER IN CONNECTION WITH NOMINATIONS AND ELECTION**

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

(2) The Secretary-Treasurer shall review the eligibility to hold office of any member at such member's request and shall make a report on the eligibility of that member within five (5) days, thereafter, to any interested member. The Secretary-Treasurer shall comply with requests from members to determine their eligibility if made prior to the nomination meeting. After the nomination meeting, the Secretary-Treasurer shall review the eligibility of all candidates, their nominators and seconds and certify their eligibility to run for office. Secretary-Treasurer shall immediately notify all nominees of their eligibility status and shall specifically notify any disqualified nominee of the reason for said disqualification.

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

(4) Upon reasonable request of any declared and eligible candidate for office, the Secretary-Treasurer shall arrange for distribution of any campaign literature by mail, or otherwise, provided, that such candidate pays the reasonably estimated cost involved in advance. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer 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. The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the Local Union not later than a reasonable number of days prior to the election, and all candidates shall be given reasonable notice of that cutoff date. The Secretary-Treasurer 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.

(5) 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.

(6) The Secretary-Treasurer shall retain copies of all requests for distribution for campaign literature and copies, thereof, shall make a record of the date the literature was distributed, the cost, thereof, and the amount received, therefore, and shall also retain a copy of the notices of nominations and of the election, a copy of the ballots, 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 of records shall be retained for one (1) year.

### **Section 8. NOMINATION AND ELECTION PROTESTS**

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

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

## **ARTICLE VII** **DELEGATES**

### **Section 1.**

The President and Secretary/Treasurer shall be ex-officio delegates with full rights to Joint Council and area Conferences to which this Local Union is required to be affiliated.

## **Section 2.**

The general membership shall nominate and elect delegates, in addition to the ex-officio delegates, to central bodies, to all convention of labor including any trade, craft, regional or other conference, or to any other local, state or national body.

## **Section 3.**

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

## **Section 4.**

If the total number of officers and elected Business Agents is greater than the number which the Local Union is permitted to send to the Convention, then the Local Union Executive Board shall designate from among such elected officers and elected Business Agents those who are to attend as delegates and alternates and shall determine the arrangements to be made concerning the expenses to be met by the Local Union for such delegate or delegates and alternates. The Secretary/Treasurer shall immediately after the election notify the International of the delegates and alternates, and he shall, together with the President, execute all credentials and place, thereon, the Local Union seal and forward them to the General Secretary/Treasurer at least thirty (30) days prior to the opening of the Convention.

## **Section 5.**

All delegates of this Local Union shall perform the duties imposed upon them by the Constitution, these By-laws and the Constitution and By-laws of the organization to which they are delegates, and their actions in accordance, therewith, shall be deemed in the best interests of the membership of this Local Union. All delegates must meet the qualifications set forth in ARTICLE IV of this Local Union's By-laws.

# **ARTICLE VIII** **DUTIES OF OFFICERS**

## **PRESIDENT:**

### **Section 1.**

(a) The President shall preside at all meetings of the Union and shall conduct the same according to the rules adopted. He shall enforce due observance of the International Constitution and Local By-laws, decide all questions of order without debate, subject to an appeal to the meeting, sign all official documents that may be passed by the Union, and none other, and perform all customary duties pertaining to the office of President. The President shall act in the capacity of a Business Agent.

(b) He shall be an ex-officio member on all committees and shall, by virtue of his office, be privileged to represent the organization in all conventions in the event one or more delegates being selected.

(c) The President at the commencement of each term shall appoint the following:

One (1) warden, one (1) conductor, and such other committees that do not require expenditures of the Union Treasury. The President with the approval of the Executive Board shall appoint any committee funded by the Union.

### **VICE PRESIDENT:**

#### **Section 2.**

The Vice President shall assist the President in the performance of his duties and shall conduct the meeting in his absence.

### **SECRETARY-TREASURER:**

#### **Section 3.**

(a) The Secretary-Treasurer shall be the principal executive officer of this organization. He shall perform all the duties imposed upon the Local Union Secretary-Treasurer by the International Constitution, by these By-laws, and in general, perform all duties incident to the office and such other duties as from time to time may be assigned to him by the Executive Board. He shall see that all notices shall be given in accordance with the provisions of these By-laws, or as required by law.

(b) The Secretary-Treasurer shall, upon request, make available a copy for inspection of any annual report to any member and shall forward a copy of the annual audit by a certified public accountant to the General Secretary-Treasurer.

(c) The Secretary-Treasurer shall have custody of the Local Union seal and records of the proceedings of all meetings of the Union and the Executive Board as prepared by the Recording Secretary, or such person as is authorized to take such proceedings; shall keep important documents, papers, correspondence, as well as files on contracts and agreements with Employers.

(d) The Secretary-Treasurer shall receive all monies paid the Local Union giving receipt, therefore, for any dues, initiation fees, or other fees, assessments or fines. All monies received from any source whatever shall be deposited in such reliable bank or banks in the name of the Local Union at least twice a month, or more often if possible, as the Executive Board may designate from time to time.

(e) The Secretary-Treasurer shall also maintain a record of all members in good standing with their last known address. The Secretary-Treasurer shall report the names and addresses of all new members coming into the Union initiated, or re-initiated, each month, together with those who become suspended for non-payment of dues, or for any other cause, as well as a correct list of those who take transfer or withdrawal cards and shall promptly notify the General Secretary-Treasurer of the death of any member. He shall send, on a current basis, a revised list of the names and addresses of all members in good standing in the Local Union to the General Secretary-Treasurer.

(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, therefore.

(g) The Secretary-Treasurer shall have the authority to disburse or to order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Union, including such amounts as in his judgment will further the best interest of the Union, subject to the approval of the Executive Board.

(h) The Secretary-Treasurer shall have the general charge and supervision of all the officers and employees of this organization. He shall have the power to appoint personnel, and to suspend or discharge all clerical employees. In all cases where the duties of the officers, business agents, or employees are not specifically prescribed by these By-laws, the Constitution or resolution of the Executive Board, or the membership, they shall obey the directions and orders of the Secretary/Treasurer.

(i) The Secretary-Treasurer shall also have charge of all labor disputes involving this Union, subject to the provisions of the International Constitution and its Area Conference By-laws.

(j) The Secretary-Treasurer may take such action as in his judgment will further the best interests of the Union and its members, which action shall include, but not be limited to, the expenditure of monies for such purposes, up to Five Thousand Dollars (\$5,000.00) without prior Executive Board approval, and which shall be approved by the Executive Board subsequent to the expenditure. Such actions may include aid and assistance, monetary or otherwise, to such other persons or organizations, which the Secretary-Treasurer may feel are deserving of such aid in the best interest of the labor movement.

(k) The Secretary-Treasurer shall have the authority to interpret these By-laws and to decide all questions of law, hereunder, between meetings of the Executive Board.

(l) The Secretary-Treasurer, by virtue of his office, shall be a delegate to all conventions and conferences where the Union is entitled to representation, and he shall also act as a Business Agent of the Union.

(m) A quarterly financial report covering all expenditures of the Union shall be furnished at the regular meeting to any member desiring a copy, thereof. Said financial statement shall be prepared according to generally accepted accounting principles, and shall include total expenditures incurred for all salaries, allowances, expenses, benefits, committees, conventions of labor, investments, and all other expenses incurred in connection with Union activities for each official of this Local Union.

(n) 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.

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

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

(q) 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.

### **RECORDING SECRETARY:**

#### **Section 4.**

The Recording Secretary shall keep a correct record of the proceedings of meetings, read and preserve all documents and correspondence. He shall be an ex-officio member of all committees and shall perform such other duties as the Union may from time to time assign to him and shall, at the expiration of his term of office, turn over everything belonging to the Union. He shall act in the capacity of a Business Agent.

It shall be the function of the Recording Secretary to attend general membership meetings of the Local Union and the Local Union Executive Board and to keep minutes of the proceedings. 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. Minutes shall specifically include all financial transactions approved at the meeting.

### **TRUSTEES:**

#### **Section 5.**

(a) The Board of Trustees shall consist of three (3) members, and they shall be elected for three (3) years.

(b) They shall examine the books and finances of the Union every month, or at any time when deemed necessary, and see that the books and cash are correct; that all warrants have been drawn and paid in accordance with the By-laws.

(c) No money shall be withdrawn from a bank (except banks where money is subject to check), unless check is signed by the President and Secretary-Treasurer, Recording Secretary, and the Vice President may be authorized to sign checks when either the President or Secretary-Treasurer is absent, with the full consent of the Executive Board.

(d) It shall be the duty of the Trustees to conduct 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 reasons for declining to do so and shall also advise the General Secretary-Treasurer of those reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not be a valid basis for refusing to sign the books. Trustees shall not sign blank reports. The Trustees' reports shall be sent to the General Secretary-Treasurer as required by the International Constitution. They shall receive and review the original surety bond covering each officer, employee and representative of the Local Union required to be bonded, and retain it at the Local Union's principal office. They shall have the duty to see that such bonds are current and enforceable. In the event of the

unavailability of a Trustee, the remaining Trustee or Trustees shall perform the above functions. In performing their functions, the Trustees may avail themselves of the services of the Certified Public Accountants retained by the Local Union Executive Board.

(e) They shall perform such other duties as the Union may direct and shall, on the expiration of their official term, turn over everything in their possession belonging to the Union.

(f) The Executive Board may make expenditures up to Ten Thousand Dollars (\$10,000.00) without membership approval and for amounts in excess of Ten Thousand Dollars (\$10,000.00) membership approval is required.

### **CONDUCTOR:**

#### **Section 6.**

The Conductor shall examine all members present on the night of the meeting and report to the President and conduct candidates through the initiation ceremony, see that none but those in good standing remain in the room, and perform such other duties as the President may direct.

### **WARDEN:**

#### **Section 7.**

The Warden shall take charge of the door and prevent any members not in good standing from entering the meeting. He shall allow no member to enter the meeting, unless he/she presents their dues book or I.D. card. Any member three (3) months in arrears, or out on withdrawal card, will not be admitted, with the exception of retired members of this Union, who have been issued withdrawal cards shall continue as honorary members with the privilege of attending meetings. He shall be empowered to refuse admittance to anyone under the influence of intoxicating liquors. He shall have authority to register all members in attendance at any meeting of this Local Union.

### **BUSINESS AGENT:**

#### **Section 8.**

The Business Agent shall receive instructions on all business transactions requiring attention from the Secretary-Treasurer. They shall attend to all controversies between the Union and the Employers and shall endeavor to adjust a settlement as soon as possible. They shall see that all members abide by the By-laws and working rules and that any agreement between this Union and the Employers is carried out and report all violations at each meeting. They shall attend all meetings of this Union and the Labor Bodies with which this Union may affiliate and such other duties as may be assigned to them by this Union. Elected Officers may be appointed as Business Agents. Business Agents and assistant business agents shall be appointed by the Secretary-Treasurer and may be removed at will, only by the Secretary-Treasurer. Appointed Business Agents cannot be appointed for a period beyond the term of office of the Executive Board.

### **POWERS AND DUTIES OF LOCAL UNION EXECUTIVE BOARD**

#### **Section 9.**

Except as may be otherwise provided in these By-laws, the Local Union Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to manage, invest, expend, contribute, use, borrow, lend and acquire Local Union funds and

property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof. However, the Local Union Executive Board shall not have the authority to bind the Local Union for personal services to be rendered to the Local Union or its Executive Board, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This shall not prevent the Local Union Executive Board from entering into a bona fide collective bargaining agreement with another Union covering Local Union employees; provided, however, that if the Local Union employees form a union following the Local Union officer election, or a new collective bargaining agreement covering such employees is negotiated after the Local Union officer election, the newly organized unit shall not be voluntarily recognized, or the new collective bargaining agreement shall not be entered into on behalf of the Local Union, until such action is approved by the officers-elect.

Establish the salaries for the officers, Business Agents, and employees of the Local Union and establish the allowances, direct and indirect disbursements, expenses and reimbursement of expenses for those individuals. Changes in the salaries, allowances or expenses of the officers, employees and Business Agents shall be specifically set forth in the minutes of the Executive Board meeting at which such changes are approved. The minutes shall also reflect whether any officer who also serves as a Business Agent receives a salary, allowance or expense in his officer capacity or in his Business Agent capacity. Policies establishing benefits, including, but not limited to, sick leave, vacation, travel and car allowances for officers and employees shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board. The Local Union Executive Board may establish a dues checkoff procedure for Local Union officers and employees belonging to this Local Union

The Local Union Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby empowered to:

On behalf of the Local Union, its officers, employees or members, initiate, defend, compromise, settle, arbitrate or release or pay the expenses and costs of any legal proceedings or actions of any nature, 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;

By action of the Local Union Executive Board, which action shall be recorded in the Executive Board meeting minutes, 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. However, officers who are full time employees of the Local Union shall not receive additional payments for attendance at Executive Board or membership meetings.

As to all matters requiring action by the Local Union Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, facsimile letter, electronic mail, or telephone. When action by the Local Union Executive Board is required, the principal executive officer may obtain the same by telegraphing, writing, electronic mailing or telephoning the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner; provided, however, that whenever action is sought by any of the foregoing methods, all members of the Executive Board shall be polled. Such action so taken by the majority of the members of the Local Union Executive Board shall constitute action of the Board as though the Board were in formal session; 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 IX** **ALLOWANCES, EXPENSES AND BENEFITS**

### **Section 1. ALLOWANCES**

Recognizing that the officers and representatives of this organization do not work regularly scheduled hours . . . . 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 14(A)(2) 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.

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

### **Section 2. 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 Union shall pay the expenses incurred, therein.

### **Section 3. AUTOMOBILE ALLOWANCE**

The Union may provide its representatives with automobiles which are owned or leased by the Union, or in lieu, thereof, its representatives shall be paid an allowance in such amount, or at such rate as shall be determined by the Executive Board.

In such instances where the Union either provides an automobile or provides an allowance for the use of the automobile, 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 safe keeping. Accordingly, for the convenience of the Union and as partial compensation for such additional responsibilities, such officer 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.

### **Section 4.**

Union representatives shall receive such compensation as may be determined from time to time by the **Principal Officer and approved by the Executive Board**. They shall receive their salary while sick **for a period of six (6) months, which may be extended by approval of the Principal Officer and the Executive Board**.

### **Section 5. COMPENSATION: (SALARIED OFFICERS)**

As provided in this Article, the Secretary-Treasurer, with the approval of the Executive Board, will determine the weekly salaries for officers, employees and representatives of this organization.

**Section 6. COMPENSATION: (NON-SALARIED OFFICERS)**

Non-salaried officers, who are not receiving a salary from this Union shall be compensated as determined by the Principal Officer and approved by the Executive Board. In addition, shall be reimbursed by the Union for the amount of any wages, or other earnings lost by reason of attending such Union Meetings, other than membership meetings; and for the cost of insurance coverage arising out of their activities as Union Officers, if not covered by their Employer.

**Section 7. BENEFITS:**

The Secretary-Treasurer, with the approval of the Executive Board shall set the terms and conditions of employment for officers, employees and representatives of this organization, including, but not limited to, such fringe benefits as vacations with pay, holidays, sick leave, time off for personal leave, and in connection, therewith, any disability or sickness, health and welfare, retirement benefits and activities, and facilities relating, thereto, and may from time to time, provide changes, therein, as-well as additional compensation and allowances. Vacation, Personal Disability and Workers Compensation shall be governed at a minimum by applicable state law.

**Section 8. SHOP STEWARDS:**

Shop Stewards shall be elected by the membership at their respective employer whenever possible, and appointed when necessary. Shop Steward elections shall be held at the discretion of the Secretary-Treasurer. A Shop Steward may be removed at the discretion of the Secretary-Treasurer.

**ARTICLE X:**  
**BONDING**

All officers and employees of the Union shall be bonded, where required, in accordance with the provisions of the Labor Management Reporting and Disclosure Act of 1959, and any other applicable Federal and State Laws. All premiums on said bonds shall be paid by the Local Union.

**ARTICLE XI**  
**COMMITTEES**

**Section 1. EXECUTIVE BOARD:**

(a)The Secretary-Treasurer and President, with the approval of the Executive Board of this Union, shall be the governing body of any and all real estate and property owned or acquired by the organization. They shall be empowered to purchase additional property, sell any or all the property held in the Union's name. They shall be empowered to borrow monies in the name of the Union against any real estate and property owned by the Union.

(b)The Executive Board shall also act as Committee on Grievances and shall attend to all grievances that arise between meetings of the Union.

(c)Executive Board shall meet once a month, unless otherwise notified.

(d)Executive Board shall fill all vacancies in the office, which occur during their term of such office for the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution.

**Section 2. BUILDING COMMITTEE:**

The Secretary-Treasurer and President, with the approval of the Executive Board of this Union, shall be the governing body of any and all real estate and property owned or acquired by the organization. They shall be empowered to purchase additional property, sell any or all the property held in the Union's name. They shall be empowered to borrow monies in the name of the Union against any real estate property owned by the Union.

**Section 3. NEGOTIATION COMMITTEE:**

Whenever the Secretary-Treasurer and/or the President deems it necessary to have a Negotiation Committee to assist the salaried officers, he/she shall, at the proposal meeting, appoint the Shop Steward(s) and if necessary additional committee persons based on the recommendation of the members present, with a number that is deemed necessary to represent the bargaining unit.

Such Committee members shall be reimbursed for wages lost as a result of having to attend negotiation meetings not to exceed the loss of straight-time wages per day.

**Section 4. STEWARDS COUNCIL:**

The function of the Stewards Council is to educate the stewards of the Union on policy such as grievance procedures, labor law, etc.

- (a) The President of the Union shall chair the Stewards Council.
- (b) The Stewards Council shall include all stewards in Local 853.
- (c) The Council shall be convened when deemed necessary by the Executive Board.

**ARTICLE XII**  
**BURIAL BENEFIT**

**Section 1.**

There shall be a burial benefit of \$10,000.00, or more, provided from Union Funds or insurance, covering eligible members who are current on their monthly dues. However, if no written proof of death is duly filed with the Union within one (1) year of the date of death, no burial benefits shall be paid.

**Section 2.**

In order to be a participant in the Burial Benefits Program, herein described, an individual must be an active dues paying member.

**Section 3.**

(a) The Burial Benefits Program shall be financed by payment of monthly dues. In order to be eligible under the program, such participant must pay monthly dues on or before the last business day of the current month.

(b) Participants who fail to pay their dues when due shall forfeit all right to Burial Benefits so long as such indebtedness has not been paid.

#### **Section 4.**

Any action or decision by the Executive Board, as described in the immediately preceding paragraph on the Burial Benefit Program, shall be accompanied by written notice to the membership at least fifteen (15) days prior to the next regular membership meeting. Such notice shall specify the change or changes enacted by the Executive Board, and such change or changes shall be announced to those in attendance at the membership meeting.

#### **Section 5.**

The Executive Board shall administer the Burial Benefits Program with full power to act as to the disposal of the same. A decision by the Executive Board on Burial Benefit matters shall be final and binding upon all parties.

The finances of this Union are principally gathered for the maintenance of shorter hours and fair wages, and, if necessary, demand a conservation of funds to support such objectives. The payment of Burial Benefits must, therefore, take second place, and in the event of such a situation as determined by the Executive Board, payment of the Burial Benefits shall be optional, and no participant shall have any claim to Death Benefits upon such a determination by the Executive Board. For those reasons, and because of inherent uncertainties surrounding the cost and financial soundness of the Burial Benefit Program described, herein, the Executive Board shall have full authority to reduce or to discontinue such benefits, or to take any other action on the Burial Benefit Program, which in its opinion and discretion, is required in order to keep the Union on a sound financial basis. It is further recognized that the benefits described, herein, are not based upon any contract, written or oral, with any person and that no person has a contractual or vested right to any such benefits.

### **ARTICLE XIII** **DISBURSEMENTS**

The Secretary-Treasurer shall have the authority to disburse or to order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Union, including such amounts which, in his judgment, will further the best interest of the Union, subject to the approval of the Executive Board.

### **ARTICLE XIV** **WITHDRAWAL CARDS AND TRANSFER CARDS**

#### **Section 1.**

Anyone holding a Withdrawal Card of this Local must deposit same immediately upon going to work at the craft and must pay one (1) month's dues.

#### **Section 2.**

Members on Withdrawal or Transfer Cards must deposit same upon going to work and must pay all monies due all Locals.

#### **Section 4. ISSUANCE OF TRANSFER AND WITHDRAWAL CARDS:**

(1) The issuance of Transfer Cards must be handled in strict compliance with ARTICLE XVIII, Section 1 and 2, of the International Constitution. The acceptance of Transfer Cards must be in accordance with the provisions of ARTICLE XVIII, Section 3 and 4. The jurisdiction to issue

honorable Withdrawal Cards must be handled in strict compliance with ARTICLE XVIII, Section 6 and 7 of the International Constitution.

(2) When the Local Union is required to give to a member an honorable Withdrawal Card under the terms of the International Constitution and its By-laws, it may provide for the continuance of Local Union benefits to such inactive member under conditions which it may set forth, but such inactive member shall not be permitted to hold office or to vote and shall have only such right to participate in the meetings and the affairs of the Local Union as shall be uniformly permitted by the Local Union Executive Board.

(3) Any incumbent officer of this Local Union who retires from his office shall cease to hold any other office or position he occupies by virtue, thereof, as of the effective date of his retirement. Any incumbent part-time Local Union officer who retires under any pension plan, the benefits of which he is entitled by reason of his current employment at the craft (other than as a Union officer), shall cease to hold any office as of the effective date of his retirement.

(4) Upon approval of these By-laws by the General President, supervisory employees and such other classifications as the local Union Executive Board may lawfully determine, shall take no part on committees selected to negotiate wages and working conditions with employers, and shall not be permitted to vote on any such agreement or on any vote to strike or take other action with respect to the agreement to which they may be subject or parties. Supervisory employees shall not be permitted to hold office unless permitted by federal, state, local or provincial law.

(5) 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 owing to any subordinate body shall be obligated to pay such obligations to his/her former Local Union. All members acknowledge that any obligations owing at the time of resignation shall be collectible by the Local Union in any appropriate forum. This shall not relieve any member of any obligation to comply with any other provision of this Constitution or Local Union Bylaws regarding acquisition or maintenance of membership in good standing.

## **ARTICLE XV** **FEES AND ASSESSMENTS**

### **Section 1.**

There shall be multiple initiation fees due to the wide variety of industries, job functions, wage levels, and compensation methods in Local 853. The initiation fees shall generally be as follows: all members making less than \$11.00 per hour, at the top of the progression, shall pay \$125.00, all members making less than \$15 dollars per hour, at the top rate of the progression, shall pay \$200.00, all members making less than \$22.00 per hour at the top of the progression shall pay \$450, all members working in the Bakery Industry shall pay \$500.00, all members making less than \$30.00 per hour at the top of the progression, shall pay \$600.00, all members making in excess of \$30.00 per hour shall pay \$750.00, all members making \$40.00 per hour or more shall pay \$900.00. Costco and Cost Plus initiation fees shall continue to be set by the Local Union committees, as they have been historically. Concession Division members shall pay \$100.00. Average commission sales rates shall be converted to hourly rates for the purposes of determining initiation fee rates and monthly dues. The Executive Board, upon recommendation

of the Principal Officer, shall have the discretion to lower, or waive initiation fees, based on special circumstances, such as for newly organized units.

## **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. Dues are payable on or before the last business day of each month. Dues not paid by the last business day of each month shall be subject to an additional payment of Five dollars (\$5.00), Five Dollars (\$5.00) additional for each month, thereafter, to three (3) months. In no event shall monthly dues be less than the minimum established in the International Constitution

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. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of his/her suspension. Upon payment of the delinquent dues and re-initiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status if fines and other charges due are not paid.

In addition, the member must pay in advance a re-initiation fee of Seventy-Five dollars (\$75.00) or fifty percent (50%) of the initiation fee or whichever is greater.

The re-initiation fee, delinquent dues and/or assessments may be waived at the discretion of the Local Union Executive Board on a non-discriminatory basis for good cause shown.

## **Section 3.**

Any increase in the rate of dues or initiation fees, or the levying of any general or special assessments, shall be made in accordance with one of the following procedures: (The Executive Board shall determine which procedure shall be employed.)

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

2. At the regular, or special meeting called, as provided for in this Section, voting shall be by secret ballot of the members in good standing. A majority vote by secret ballot of the members in good standing, voting in such meeting, shall decide the issue.

3. Any dues increase authorized by the International will be in compliance with such directive in accordance with the International Constitution.

## **ARTICLE XVI** **DUTIES OF MEMBERS**

### **Section 1.**

The duty of each member of this Union is to be true and loyal to the ideals and objectives of the Labor Movement. Members should attempt to promote unionized goods and services whenever possible.

### **Section 2.**

Every member must conform to and abide by the rules concerning wages and hours, etc., as agreed upon by the Union. Any member found guilty by the Executive Board of entering into private or personal contracts with their Employers as to wages, hours and conditions, shall be subject to a fine as determined by the Executive Board, in addition to any other penalties deemed necessary by the Executive Board after the member has been given a full and fair hearing in compliance with ARTICLE XIX, of the International Constitution.

### **Section 3.**

Any person holding a Withdrawal Card or Transfer Card from the International Brotherhood of Teamsters, not deposited, shall not be permitted to any meeting of this organization, except as provided in ARTICLE XIV, Section 4.

### **Section 4.**

Any member who has a grievance must file the grievance in writing to the Union and sign said grievance when settled.

## **ARTICLE XVII** **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 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 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 to the organization, and in instances where deviations from such procedures are not such as to substantially affect the member's substantive right; these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

### **Section 2. TRIALS AND APPEALS:**

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 Local Union 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 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 By-laws.

If the member charged, or preferring the charges, is a member of the Local Executive Board, or if a member of the Local Executive Board is unable to attend the hearing for any reason, then the principal executive officer of the Local Union shall appoint an uninvolved member as a substitute. If either the President or Secretary-Treasurer of the Local Union is charged or prefers the charges, or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and Secretary-Treasurer of the Local are charged or prefer the charges, are for any reason unable to attend the hearing, the remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by, against or involving a majority of the members of the Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision making process of the trial body.

Whenever the words "Joint Council" appear in other sections of these By-laws, 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.

**CHARGES:** Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Local Union Secretary-Treasurer of the body which is to hear the charges, who shall serve the charges and notice of the hearing upon the accused either in person or by registered or certified mail at least ten (10) days prior to the hearing. No hearing on any appeal shall be held less than ten (10) days from the date on which notice of the hearing has been served on the parties unless all parties agree to waive this requirement. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these 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. If charges are filed, the charging party must include in the charges all alleged offenses of which he/she has knowledge, or in the exercise of due diligence should have knowledge, as of the time of the filing of the charges. He/she may not subsequently file additional charges based upon facts of which he/she had knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. Any charge based upon alleged misconduct, which occurred more than five (5) years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments and other financial obligations. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he/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. Charges may be preferred against a suspended member or an ex-member who has been issued a withdrawal card.

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



expulsion, then such order of expulsion shall immediately take effect, unless the General President has stayed the effectiveness of the decision pending appeal.

### **Section 3. RIGHTS OF THE ACCUSED:**

Throughout the proceedings there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be supported by a preponderance of reliable evidence and a majority of the panel must vote to find the charged party guilty. The accused shall have the right to present his/her own evidence, rebut testimony against himself/herself, present witnesses favorable to himself/herself, and cross-examine adverse witnesses. The charging party, the accused and the Local Union Executive Board may select only a member in good standing of the Local Union to represent them at a hearing conducted before any trial or appellate body. Witnesses need not be members of the Union. The hearings shall be open to other members, subject to the discretion of the Local Union Executive Board in maintaining order and in excluding witness, except when testifying.

### **Section 4. ACTION BY THE LOCAL UNION EXECUTIVE BOARD:**

A summary of the testimony and evidence introduced at the hearing shall be made, and a copy of such summary shall be furnished to the accused. The Local Union Executive Board shall have the authority to determine the method of reporting the hearings and shall have the authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be received by the Executive Board not later than five (5) business days prior to the scheduled commencement of the hearing and shall be honored. If the Local Union Executive Board decides to have a transcript or recording of the hearing made, the Local Union Executive Board shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any interested party for copying or consultation without cost.

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 a reasonable time after completion of the hearing, the Local Union Executive Board shall decide the case. The decision of the Local Union Executive Board shall be in writing and contain the charges, its own factual findings and decision, and a notice to the parties informing them of the proper body to which they may appeal, and the time within which the appeal must be filed. A copy of the decision of the Local Union Executive Board must be forwarded to the parties without delay. A copy of all documents in the proceedings shall be kept available at the Local Union's principal office until final disposition is made of the case.

### **Section 5. APPEALS:**

Appeals shall be taken pursuant to the provisions of ARTICLE XIX of the International Constitution.

### **Section 6. GROUNDS FOR CHARGES:**

Charges may consist of, but not be limited to the following:

1. Violation of any specific provision of the Constitution, Local Union By-laws or Rules of Order, or failure to perform any of the duties specified, hereunder.
2. Violation of Oath of Office or of the Oath of Loyalty to the Local Union and the International Constitution.

3. Embezzlement or conversion of Union's funds or property.
4. Secession or fostering the same.
5. Conduct, which is disruptive of, interferes with, or induces others to disrupt or to interfere with the performance of any Unions' legal or contractual obligations. Causing or participating in an unauthorized strike to create a work stoppage.
6. Disruption of Union meetings, or assaulting or provoking assault on fellow members or officers, or failure to follow the rules of order or rulings of the presiding officer at meetings of the Local Union, or any similar conduct in, or about Union premises or places used to conduct Union business.
7. Crossing an authorized primary picket line established by the member's Local Union or any other subordinate body affiliated with the International Union.

## **ARTICLE XVIII** **STRIKES AND LOCKOUTS**

### **Section 1.**

In the event of serious disputes between the members and their Employers, immediate notice shall be given to the Executive Board, and they shall endeavor to avoid strikes, and, if possible, to settle the dispute amicably. In a case where the Union has an agreement with the Employer, all honorable means shall be exhausted before resorting to stringent measures.

### **Section 2.**

The direction of strikes and boycotts shall be in the hands of the Executive Board.

### **Section 3.**

Any member, or members, causing a strike that has not been authorized in accordance with the applicable provisions of ARTICLE XII of the International Constitution, or in any way violating the working rules of the Union, shall not receive any support and shall be punished as the Union may determine upon the recommendation of the Executive Board.

### **Section 4.**

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 5.**

Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement. Nor

shall a strike vote be required for a strike in support of demands that an employer 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 6.**

The Secretary-Treasurer shall submit to Joint Council 7 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.

### **ARTICLE XIX** **AFFILIATION**

#### **Section 1.**

This Union may affiliate with any body of labor, which has for its object the improvement of the laboring class, with the approval of the members involved.

### **ARTICLE XX** **JURISDICTION AND AUTONOMY**

#### **Section 1.**

The jurisdiction of Teamsters Local 853, shall cover Warehouse, Wholesale Liquor and Wine Salespersons, Liquor and Wine Drivers (Santa Clara and San Benito Counties) and related workers, Milk Drivers and Dairy workers, Construction and Building Materials, Newspaper

Drivers, Mailers, vendors, and related workers, Graphic Communications workers, Concession workers, Bakery Drivers and related workers, Retail Delivery Drivers and related workers, and Miscellaneous Union, in San Francisco, San Mateo, Alameda, Contra Costa (Dairy, Beer, Newspaper), Santa Clara, and San Benito Counties.

**Section 2.**

This Union cannot be dissolved as long as there are seven (7) members who are willing to continue it.

**Section 3.**

The autonomy of this Union shall be held inviolate. This Union, at all times, reserves the right to make laws and rules to govern its own members; provided, however, that it does not conflict with the International Constitution.

**Section 4.**

All money and property of any kind or nature belonging to this Union shall be held in the name of the Teamsters Local 853.

**ARTICLE XXI**  
**MEETINGS**

**Section 1.**

The Regular Meeting of this Union shall be held EVERY SECOND (2ND) THURSDAY of each month. In the event a holiday should fall on the date of the Regular membership meeting, the meeting shall be moved to the week before or the week after the holiday. Regular Meetings for the months of July and August may be suspended by action of the membership at a Regular meeting.

**Section 2.**

Regular Meetings of this Union will start at 7: 00 p.m. and terminate at 9:00 p.m.

**Section 3.**

A quorum shall consist of at least fifteen (15) members other than officers for a regular or special meeting for the transaction of business not otherwise provided for.

**Section 4.**

Unless a quorum is present, no business shall be transacted.

**Section 5.**

Special Meetings may be called by the President upon the written request of twenty-five (25) members in good standing.

**Section 6.**

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

**Section 7.**

No business other than that specified shall be transacted at a Special Meeting unless otherwise provided for.

**Section 8.**

The presiding Chairperson can detail members or other persons to remove person(s) who have been ordered removed, or to prevent attendance of members who are "under the influence" or disorderly without calling upon the police.

**Section 9.**

The Local Union Executive Board is authorized to permit membership meetings to be held on a division, craft, place of employment or other similar basis as it shall consider appropriate considering the special needs of the organization so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at any such separate meeting provided herein on all matters which apply to the general membership; but, such member shall be permitted to vote only at such separate division, craft or place of employment meeting to which he/she has been assigned. Membership meetings permitted under this subsection shall be subject to all of the requirements of all applicable subsections above.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

If any of these By-laws shall be declared invalid or inoperative by any competent authority of the executive, judicial or administrative branch of the 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 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, so far as is legally possible. If any provision of these By-laws shall 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 provision to persons or circumstances other than those to which it has been held invalid, shall not be affected, thereby.

The provisions of this Constitution relation 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 Constitution and Local Union By-laws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

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

**ARTICLE XXIII**  
**BY-LAWS**

1. At the hour appointed, if a quorum is present, the President shall call the meeting to order and preside. In the absence of the President, the Vice President shall preside. In the absence of

both, the next highest elective office shall call the meeting to order, when the Union shall elect a temporary presiding officer.

2. No member shall be allowed to leave the meeting while in session, except by permission from the President or Vice President.

3. If any officer absents himself from three (3) consecutive meetings without a satisfactory reason, his office may be declared vacant, after proper trial in accordance with ARTICLE XIX of the International Constitution.

4. Any member refusing to obey the International Constitution, Local By-Laws, Rules, Regulations and Orders of this Union, may be fined or suspended as the Executive Board may determine after proper trial in accordance with ARTICLE XIX of the International Constitution.

5. A member under the influence of an intoxicating substance shall not be admitted to any meeting conducted by the Union.

6. The President shall have the power to exclude from the meetings any member who interrupts the regular order of business and who fails to abide by the Rules of Order, herein, or who is guilty of unruly conduct. Such member may be tried and disciplined in accordance with the procedure set forth in ARTICLE XVII.

7. No subjects, except such as are strictly in the interest of labor and the welfare of the members of this Union, shall be discussed at any Meeting.

## **ARTICLE XXIV** **CONSTITUTION**

### **Section 1.**

The Union hereby re-adopts as its Constitution the Constitution of the International Brotherhood of Teamsters and incorporates, herein, by reference as though more fully set forth, herein, all such provisions of said Constitution as it may be interpreted, modified or amended from time-to-time.

### **Section 2.**

Should there be any conflict between any of the provisions of these By-laws and the Constitution of the International Union, the provisions of the International Constitution shall govern.

### **Section 3.**

The Executive Board of this Union shall have full authority to insert in these By-laws said governing provisions of the International Constitution in place of any provisions of these By-laws which are in conflict with the International Constitution.

### **Section 4.**

Should any question arise not specifically covered by these By-Laws, such question shall be determined by the provisions of the International Constitution.

### **Section 5.**

Neither this Local Union, nor any of its officers, business representatives or employees, has the power to make any contract or agreement or to incur any liability which shall be binding upon the International Union or any of its affiliates other than this Local Union unless the written consent of the governing body or executive officer thereof has first been obtained authorizing such action. Neither this Local Union 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 officer, 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.

### **ARTICLE XXV** **AMENDMENTS**

Any amendments to these By-Laws shall:

(A) First be submitted in writing to the Secretary-Treasurer by at least twenty-five (25) members in good standing, at a meeting of the Executive Board, which shall make recommendations to the membership. It must be read for three consecutive meetings and carried by a two-thirds majority vote of members present. 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 and shall not be effective until such approval has been given.

(B) The By-Laws of the Union shall be reviewed every three (3) years.

### **ARTICLE XXVI** **POLITICAL ACTION FUND**

In order to further the goals and protection of the members, the Local Union Executive Board shall be empowered to establish a Political Action Fund (PAC), which shall be in compliance with applicable state and federal laws and regulations. The Executive Board shall determine the amount of funds to be allotted to this Fund. A PAC committee shall be established by appointment by the Principal Officer of the Local, to determine how the PAC funds are disbursed.

### **ARTICLE XXVII** **INITIATION AND OBLIGATION**

#### **Section I. INITIATION:**

1. Have you ever been a member of any Local of the International Brotherhood of Teamsters?
2. Have you ever applied for admission and been rejected in any Local Union of the International Brotherhood of Teamsters?

3. Have you ever been suspended or expelled from any Local Union of the International Brotherhood of Teamsters?

4. Are you willing to take an obligation that will bind you to the International Brotherhood of Teamsters, Chauffeurs, and this Local Union and that will in no way conflict with your religious belief, or your duties as a citizen?

**Section 2. OBLIGATION:**

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

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

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

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

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

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

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

I will never knowingly harm a fellow member.

I will never discriminate against a fellow worker on account of race, color, religion, sex, age, physical or mental disability, national origin, or sexual orientation, gender identity, or any other legally protected group.

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

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

**RULES OF ORDER**

1. The President, having taken the Chair, the business shall proceed in the order provided, herein.

2. The Rules of Order may, on motion, be carried or be suspended.



3. The President shall preserve order and pronounce the decision of the meeting on all subjects. He shall decide all questions or order without debate, subject to, however, an appeal to the meeting by any member.
4. Appeals from the decision of the Chair shall not be debatable, except by the presiding officer and the member making the appeal.
5. Appeals shall be stated by the Chair in this form: "SHALL THE DECISION OF THE CHAIR STAND?" A majority of the vote sustains the Chair.
6. A motion will not be subject to debate until it has been recorded and stated by the President.
7. After having stated the motion, the President shall ask, "ARE YOU READY FOR THE QUESTIONS?" and, if no one arises to speak, he shall put it to a vote. After it has been put to a vote, no member shall be permitted to speak upon it.
8. When a question is before the meeting, no motion shall be in order, except:
  - A. To adjourn
  - B. To lay on the table
  - C. For the previous question
  - D. To postpone
  - E. To commit or refer to re-commit
  - F. To amend which motions shall have preference in the order named, the first three (3) of which shall be decided upon without debate.
9. Any member may call for a division of the question when sense will admit it.
10. A motion to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted. A substitute for the whole is not in order.
11. A motion to put the previous question being recorded shall immediately be put to the meeting, and upon receiving majority vote, shall be declared carried.
12. On the call of the previous question, the President shall present the same in this form: SHALL THE MAIN QUESTION BE NOW PUT?"
13. It shall not be in order for a person who has spoken on any question to move the previous question at the close of his or her remarks.
14. A member having made a motion can withdraw it by consent of his or her second, but a motion once debated, cannot be withdrawn, except by unanimous consent.
15. When a question has been decided, it can only be reconsidered at the same, or the next, succeeding regular meeting.

16. A motion to reconsider can only be made by a member who voted with the majority.

17. Before the presiding officer declares the vote on the question, any member may ask for a division of the meeting, and then the Chair is duty bound to comply with the request, and a standing vote shall be taken.

18. The presiding officer shall have no vote except, in a case of a tie, then he shall cast the deciding vote (except voting by ballot).

19. When a member wishes the floor, he/she shall arise and address the Chair, and if recognized by the Chair, shall be entitled to the floor.

20. No member shall speak on any question longer than ten (10) minutes, nor more than once, until every person, who desires, has spoken.

21. No member shall be interrupted while speaking, except to be called to order, or for the purpose of explaining or informing.

22. The Chair should not permit a few factious persons, using parliamentary procedures, to obstruct business.

23. Roberts' Rules of Order shall be authority for all proceedings of the Union.

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**APPROVED:**

MEETINGS: December 14, 2017, January 11, 2018, February 8, 2018

**Dennis Hart**  
President

**Rome A. Aloise**  
Secretary-Treasurer

\* \* \* \* \*

**APPROVED:**

**JAMES P. HOFFA**  
General President

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## **ORDER OF BUSINESS**

1. Opening
2. Pledge of Allegiance To The Flag
3. Roll Call Of Officers
4. Reading Of The Minutes Of The Previous Meeting
5. Reading Of The Executive Board Minutes
6. Communications
7. Bills
8. Financial Reports
9. Report Of Delegates And Committees
10. Unfinished Business
11. New Business
12. Good And Welfare Of The Union
13. Adjournment

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