

BY-LAWS

TEAMSTERS, AIRLINE, AEROSPACE & ALLIED EMPLOYEES

LOCAL UNION 19

Affiliated With

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



Bylaw changes last approved by General President Hoffa February 2, 2017

INDEX

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.	Name.....	1
2.	Principal Office	1
3.	Objects	1
4.	Eligibility to Membership	3
5.	Officers of the Local Union	3
6.	President’s Duties	3
7.	Duties of Vice President	6
8.	Duties of Secretary-Treasurer	6
9.	Duties of Recording Secretary	9
10.	Duties of Sergeant-at-Arms.....	9
11.	Duties of Trustees	9
12.	Duties of Executive Board	10
13.	Officers – General	13
14.	Allowances, Expenses and Benefits.....	14
15.	Nomination and Election of Officers	16
16.	Duties of Members	19
17.	Election Campaigns	20
18.	Business Agents & Stewards	24
19.	Dues and Initiations Fees	24
20.	Meetings	26
21.	Quorum.....	27
22.	Referendum	27
23.	Membership.....	27
24.	Transfer and Withdrawal Cards.....	29
25.	Charges and Trials	29
26.	Exhaustion of Remedies	32
29.	Bonding.....	33
30.	Delegates	34
31.	Standing Rules for Union Meetings	35
	Privileged Questions	36
	Voting	37
32.	Standings Committees	39

33.	International Constitution	39
34.	Local Union Property.....	40
35.	Negotiations, Ratification or Agreements, Strikes and Lockouts	40
36.	Protection of Representatives.....	42
37.	Savings Clause	43
38.	Amendments	43
39.	Fiscal Year	44
41.	Obligations.....	44

SECTION 1

Name

This Local Union shall be known as Teamsters, Airline, Aerospace & Allied Employees Local Union 19 and is chartered by the International Brotherhood of Teamsters with the geographical jurisdiction of which is Texas, Oklahoma, Arkansas and Louisiana.

SECTION 2

Principal Office

A. The principal office of this Local Union shall be located in the State of Texas. The Local Union may have such other sub-offices, either within or outside of the State of Texas, as the Local Union Executive Board may require from time to time.

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

SECTION 3

Objects

A. The objects of this Local Union shall be:

1. To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical or mental disability or sex; or sexual orientation, gender identity or any other legally protected group or class;
2. To engage in organizing workers to provide the benefit of unionism to all workers and to protect and preserve the benefits obtained for members of this Organization;
3. To secure improved wages, hours, working conditions and other economic advantages through organization, negotiations and collective bargaining, through advancement of our standing in the community and in the labor movement through legal and economic means, and other lawful methods;
4. To provide educational advancement and training for employees, members, and officers;
5. To safeguard, advance and promote the principle of free collective bargaining, the rights of workers, farmers and consumers, and the security and welfare of all the people by political, educational and other community activities;

6. To engage in cultural, civic, legislative, political fraternal, educational, charitable, welfare, social and other activities which further the interests of this Local Union and its membership, directly and indirectly;
7. To provide assistance, financial, moral or otherwise, to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this Local Union;
8. To engage in community activities which will advance the interests of this Local Union and its members in the community and in the nation, directly or indirectly;
9. To protect and preserve the Union as an institution and to perform its legal contractual obligations;
10. To carry out the objectives of the International Union as an affiliate thereof, and its duties as such an affiliate; and
11. To receive, manage, invest, expend or otherwise use the funds and property of this Local Union to carry out the duties and to achieve the objectives set forth in these By-laws and of the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this Local Union and its members, directly or indirectly.

B. It shall be our further object and purpose to encourage and assist our members in the acquisition additional knowledge and information so they may better understand and pass judgment upon the matters and things which influence their lives and the affairs of the Union;

1. To encourage them to participate actively in the affairs of Government and of their communities;
2. To encourage them to participate actively in the affairs of this Union;
3. To instill in them the firm knowledge and belief that freedom and democracy cannot exist within this Local Union unless the will of the majority prevails over the will of the minority.
4. To require that every member recognizes his responsibility to this Local Union as an institution; and
5. To require that our members refrain from conduct that would interfere with the performance of our legal or contractual obligations.

C. To the extent permitted by law, within the limits and the means and finances available to us, if authorized by a vote of the majority of members attending the

meeting and within the scope of the authority conferred by such vote, this Local Union shall engage in political activities, which tend to foster our welfare. This shall include, but shall not be limited to, the dissemination of information, views, opinions, suggestions and appeals to any and all persons by any means available concerning any candidate for public office or political issue.

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

SECTION 4

Eligibility to Membership

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

SECTION 5

Officers of the Local Union

The Officers of this Local Union shall consist of a President, Vice President, Secretary-Treasurer, Recording Secretary, and three (3) Trustees. These officers shall constitute the Executive Board of the Local Union. The term of office of all officers shall commence on the first of January in the year following the election. No other person or persons are authorized to (1) perform the functions of said offices, or to act in connection therewith, except as administrative or clerical assistants working under direct supervision and control of the officers, or (2) perform or attempt to perform any of the executive functions of the Union.

SECTION 6

President's Duties

A. The President shall, by virtue of his office, be the Principal Executive Officer and Business Manager of this Local Union. He shall be authorized to do anything necessary

or proper to the full conduct of the business and operations of this Local Union and including without limiting the generality of this authority, the right to do the following:

1. To hire or appoint Business Agents, Organizers, Clerical and Administrative employees, Maintenance employees and such other employees as may be necessary to the proper conduct and administration of the Union, to appoint committees and delegates, except delegates to conventions and to suspend or discharge these persons at any time. To fix from time to time, compensation to be paid such employees and to advance or reimburse, out of the Union Treasury, all legitimate and proper expenses incurred by any of them, by the President or reasonably necessary and proper in connection therewith, and the President shall have the authority to determine the mode of transportation incident to any travel of any employee.

B. The President shall sign all orders on the Secretary-Treasurer, shall have exclusive authority to sign all official documents, deeds, mortgages, bonds, contracts and other instruments, and to countersign with the Secretary-Treasurer all checks on bank accounts;

C. The President shall be the only person authorized to call a strike or institute a work stoppage, subject to the applicable provisions of Article XII, Section I of the International Constitution.

D. The President shall appoint all committees provided for by the By-laws unless otherwise ordered by the Executive Board and shall be Honorary Chairman of all committees. He shall have the power to appoint such other committees as he may deem advisable at any time;

E. The President and Secretary-Treasurer shall, having been elected by secret ballot, by virtue of their office, be permanent delegates to such conventions, as the affiliations of this Local Union require. In the event that more than two delegates are required, other delegates are to be elected by secret ballot as shall be hereinafter set out;

F. The President shall handle all correspondence of the Union with the International Office and/or officers and persons with whom the Union has business. He shall look after and be responsible for the offices of the Local Union;

G. It shall be the duty of the Local President to preside at meetings of this Local Union and of the Executive Board, to preserve order therein and to enforce the International Constitution, these By-laws, the Rules of Order adopted by this body, to see that all

officers perform their respective duties and to appoint all committees not otherwise provided for;

H. The President shall decide all questions of order; subject to an appeal to the membership, shall have the right to vote in the election of officers, shall cast the deciding vote when a tie occurs on any question, shall announce the results of all votes and enforce all fines and penalties exacted after a fair trial as hereinafter provided for, and shall have the power to call special meetings when he deems it necessary or when requested in writing by ten percent (10%) of the membership;

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

J. The President shall be the Principal Executive Officer of this Local Union, shall have the exclusive authority to employ or discharge employees, to appoint committees and delegates as heretofore set out, appoint members of the Union to Chair meetings and to preserve order therein and to set all salaries for such persons and subject to the control of the Executive Board, shall in general supervise, conduct and control all of the other business and affairs of this Local Union;

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

L. The President shall have authority to delegate any of his powers.

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

N. The President (Chair) shall have the power to appoint to Sergeant-at-Arms and Assistant Sergeant-at-Arms who shall have the duty of keeping order in all the meetings of the Local Union. Upon the Chair informing a member that he is out of order, the member shall immediately obey the ruling of the Chair. Upon a member being called out of order on a second occasion and not immediately acceding to the ruling of the Chair, said member will be subject to be fined in the amount of One Hundred Dollars (\$100.00). This fine shall not be accessed, however, until a full hearing has been

accorded as provided in the terms of Section 25. Upon a member being ruled out of order a third time in a meeting and refusing to immediately comply with the orders of the Chair, said member shall be immediately removed from the meeting by the Sergeant-at-Arms and Assistant Sergeant-at-Arms.

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

SECTION 7

Duties of the Vice President

A. The Vice President shall assist in keeping order and, in the absence of the President, shall appoint a temporary Chairman to preside at meetings.

B. The Vice President shall assist the Sergeant-at-Arms and see that no one enters the meetings without the password; he shall give the password to members only when requested to do so by the President or the Secretary-Treasurer.

SECTION 8

Duties of the Secretary-Treasurer

A. The Secretary-Treasurer shall perform all duties imposed upon Local Unions' Secretary-Treasurers by the International Constitution, by these Bylaws, and in general perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President or 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 make a report to the membership giving the financial standing of the Local and shall keep itemized records showing the source thereof of all monies received and shall keep records, vouchers, worksheets, books and accounts and resolutions to verify the correctness of any such report.

C. The Secretary-Treasurer shall upon request make available a copy for inspection of any annual report to any member and shall forward a copy of the annual audit by a certified public accountant to the General Secretary-Treasurer. He shall also make available for inspection by a member at the Local Union's principal office, during regular business hours, any report which is subject by statute to such inspection. Upon a

request of any members made in writing, setting forth good and sufficient cause for requesting examination of any books, records and accounts necessary to verify any reports covering the period of his membership filed in compliance with any statutory requirements, he shall make arrangements to have the records desired available for inspection during the regular business hours at the principal office of the Local Union. In the event that he believes that just cause does not exist for the request made, he shall so inform the member in writing and that member may then appeal the matter within ten (10) calendar days in writing to the Executive Board. Inspection of books, records and minutes of the Local Union may be allowed as herein above set out, but any person is prohibited from copying or reproducing any such books, records, or minutes of the Local Union except with the consent of the President. All books, records, minutes and other documents are the property of the Union and the right to inspect shall not be deemed to include the right to reproduce or copy or remove from the Union office any record or copy thereof.

D. The Secretary-Treasurer shall have custody of the Local Union seal and records of the proceedings of all meetings of the Local Union and the Executive Board as prepared by the Recording Secretary or such persons is authorized to take such proceedings, shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon request of any person made in person or in writing to the Secretary-Treasurer during regular business hours at the principal office, he shall provide a copy of the collective bargaining agreement made by the Local Union with the employer of such person, if the person making such request established that he is an employee directly affected by such agreement. The Secretary-Treasurer may require a receipt thereof from such person. He shall also maintain at the principal office of the Local Union copies of agreement made or received by the Local Union where another labor organization subordinate to the International Brotherhood of Teamsters has negotiated such contract and the employees represented by this Local Union are directly affected by such agreement, which agreement shall be available for inspection by any member or by any employee who establishes that his rights are affected by such agreement, during the regular hours maintained, at the principal office of the Local Union.

E. The Secretary-treasurer shall receive all monies paid to 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 oftener if possible, as the Executive Board may designate from time to time.

F. The Secretary-Treasurer shall keep a correct account between the Local Union and its members and between the Local Union and the International Union.

G. The Secretary-Treasurer shall also maintain a record of all members in good standing with their last known address. Said record shall not be open to inspection by any member except as and to the extent required by statute. The Secretary-Treasurer shall report the names and addresses of all new members coming into the Local Union, initiated or reinstated, 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 transfers 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.

H. The Secretary-Treasurer shall procure a suitable surety bond in an amount not less than ten percent (10%) of the funds handled by him and his predecessor or predecessors, if any, during the preceding fiscal year, but in no case more than Five Hundred Thousand Dollars (\$500,000.00).

I. 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 Local Union to his successor in office. He shall also give 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. All such records, vouchers, worksheets, receipts, books, reports and documents shall be preserved and retained at the Local Union's principal office for a period of not less than six (6) years.

J. 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 By-laws.

K. 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 (E) of this Section.

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

SECTION 9

Duties of the Recording: Secretary

A. It shall be the duty of the Recording Secretary to attend meetings of the Local Union and the Executive Board to keep minutes of the proceedings of the Local Union and the Executive Board, which need not be verbatim; to keep a record of the names of the members comprising each committee; to handle the correspondence of the Local Union where required by the By-laws. 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. In his absence the Chair shall appoint a member to act as Recording Secretary pro tempore and such Recording Secretary pro tempore shall have the duties herein set forth.

B. The President shall appoint a member or members to keep minutes of meetings which are held by division, craft or place of employment.

SECTION 10

Duties of Sergeant-at-Arms

A. The Sergeant-at-Arms shall be appointed by the President.

B. The Sergeant-at-Arms shall have charge of the inner door and shall not admit to any meeting any member who is in arrears, unless authorized to do so by the Chair. He shall not allow any member under the influence of alcohol or drugs to enter the Hall or attend a meeting.

C. The Sergeant-at-Arms and/or a Conductor appointed by the Chair for each meeting shall assist the presiding officers in maintaining order.

SECTION 11

Duties of Trustees

It shall be the duty of the Trustees to conduct or have conducted a monthly examination of the books of the Local Union and the results thereof shall be reported at the next regular membership meeting. They shall sign the books of the Secretary-Treasurer, if

they have found them correct and 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 Trustee's 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 Trustees or Trustee 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.

SECTION 12

Duties of the Executive Board

- A. The Executive Board shall consist of the President, Vice President, Secretary-treasurer, Recording Secretary and the three (3) Trustees of the Local Union. The Permanent Sergeant-at-Arms shall attend meetings of the Executive Board and receive compensation therefore in accordance with the provisions of the By-laws, but they shall have no voice or vote in said meetings.
- B. The Executive Board shall act as a Trial Board as provided for in Article XIX of the International Constitution and as provided in these By-laws.
- C. Except as may be otherwise provided in these By-laws, the Executive Board is authorized and empowered to conduct and manage the affairs of this Local Union, to manage, invest, expend, contribute, use, lend and acquire funds and property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these By-laws and resolutions adopted in furtherance thereof. 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, as such, 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 on behalf of the Local Union, until such action is approved by the officers-elect.

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

1. To make and change rules and regulations not inconsistent with these By-laws or the International Constitution or the management and conduct of the affairs of this Union except as may be otherwise provided for herein.
2. To provide for the salary, benefits, allowances, direct or indirect disbursements, expenses and reimbursements of expenses for the President and to approve all benefits, allowance and expenses other than salaries for all other officers and employees of the Union. 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 Policy and Procedures Manual maintained and updated by the Executive Board.
3. To provide for direct and indirect loans for such purposes and on such security, if any, as it deems appropriate, all to the extent permitted by law.
4. To provide for the employment and payment of attorneys, accountants and such other special or expert services as may be required for the Local Union. Between meetings of the Executive Board, the President shall exercise such powers.
5. To secure an audit of the books for this Local Union by Certified Public Accountant at least one a year.
6. On behalf of the Local Union, its officers or members, to 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 provision 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 interest of the Local Union. Between meetings of the Executive Board, the President is hereby given full

authority of subject Board to take all of the steps and initiate all of the actions as herein set out in this section.

7. Fill all vacancies in office which occur during the term of such office for the entire remainder of the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution.

8. To transact all business and to manage and direct the affairs of the Local Union between membership meetings except as may otherwise be herein provided for. It may delegate to the President any of its powers other than the power to fill vacancies in office.

9. To lease, purchase or otherwise acquire in any lawful manner, for and in the name of the Local Union, any and all real estate and/or other property, rights and privileges whatsoever deemed necessary or convenient for the prosecution of its affairs, at such price on consideration and generally on such terms and conditions as they think fit and, at their discretion to pay therefore, either wholly or party, in money or otherwise.

10. To sell or dispose of any real or personal estate, property, rights or privileges belonging to the Local Union whenever in their opinion its interests would thereby be promoted.

11. To create, issue and make deeds, mortgages, trust agreements and negotiable instruments secured by mortgage or otherwise and to do other acts or things necessary to effectuate the same.

12. To create trusts, terminate and effectuate the same.

13. To designate substitutes for the President or Secretary-Treasurer for the purpose of signing checks to pay bills in the event that either shall become incapacitated to sign checks.

14. To determine the membership which shall vote on agreements and strikes and the composition of other membership meetings and adopt rules and regulations concerning the conduct thereof not inconsistent with the International Constitution or these By-laws.

15. To determine the manner in which referendums shall be held.

16. To affiliate this Local Union with joint councils, conferences and such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do, or which it believes is in the interest of this Local Union, and to maintain such affiliations in good standing at all times.

17. To do all acts, whether or not expressly authorized herein, which the Board may deem necessary or proper for the protection of the property of the Local and for the benefit of the Local Union and its members.

18. The Executive Board shall make a general report to the membership on all business transacted by it.

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

F. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. The action of a majority of the Board present at a meeting at which a quorum is present shall be the action of the Board.

G. Board members who are not full-time paid officers or employees of the Local Union may be compensated for attending Board meetings and such other services as may be required, which amount shall be set by the President with the approval of the membership. However, officers who are full time employees of the Local Union shall not receive additional payments for attendance at Executive Board membership meetings.

H. On matters requiring action by the Executive Board, when the Executive Board is not in formal session, the Executive Board may act by telegram, faxing, letter, electronic mail or telephone. When the President requires action by the Executive Board, he may obtain same by telegraphing, faxing, writing, electronic mail or telephoning to the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner. Such action so taken by the majority of the members of the Executive Board shall constitute action of the Board as though the Board were in a 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 Executive Board at its next meeting.

SECTION 13

Officers – Generally

A. Oath of Office All officers of the International Union and affiliated bodies when installed after election shall be required to take the following oath of office: "I, _____, do sincerely promise, upon my honor as a trade unionist and a Teamster, that I will faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and By-laws of this

Union. As an officer of this great Union, I will, at all times, act solely in the interest of our members, devote the resources of our Union to furthering their needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union and protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that will faithfully comply with and enforce the Constitution and laws of the International Union and By-laws of this Union, that I will, at all times, by example, promote harmony and preserve the dignity of this Union. I also promise that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office."

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

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

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

E. An officer-elect shall be installed at the same meeting at which he is elected, provided he as otherwise qualified.

F. The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position in accordance with applicable provisions of the International Constitution and the bylaws of such other subordinate bodies. The Principal Executive Officer shall have first priority. After the Principal Officer, the remaining delegates shall be selected from the salaried elect 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 (if any) in order of the number of votes received in the most recent election.

SECTION 14

Allowances. Expenses and Benefits

A. Allowances:

Recognizing that the officers and the representatives of this Local Union do not work regularly scheduled hours and receive no compensation for overtime or premium pay; also recognizing that such individuals are required to pay varying amounts for lodgings and meals, cab fares and other incidental expenses, depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them, and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the International Constitution and these Bylaws; that such activities benefit the Local Union and its members; that the time spent in such activities is unpredictable and unascertainable, such officers, representatives and employees may be granted an allowance (both in-town and out-of-town work which shall include hotel and meals and other expenditures) in such amount (daily, weekly or monthly) as the Local Executive Board may determine and there shall be no need to make a daily or other accounting to the Local Union membership for such allowance. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 12(D)(2) of these bylaws. In addition to the allowances set forth above, all officers and employees may be reimbursed for, or credit provided for, all other expenses incurred in connection with their activities.

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 approved by the membership. In no event shall an officer or employee receive more than one payment for the same expense.

B. Expenses:

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

C. Automobile Allowance:

The Local Union shall provide its representative with automobiles if the Local Union funds permit, or in lieu thereof, they shall be paid an allowance for use of personal automobiles in such amount or at such rate as shall be determined by the Executive Board. In such instances where the Local Union either provides an automobile or provides an allowance for the use of an 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 safekeeping. Accordingly, for the convenience of the Union and as partial compensation for such additional responsibilities, such officers shall be permitted private use of such car on a round-the-clock, continuous basis, including private use when the car is not required on Union business. The President is empowered to buy, sell, or exchange or lease automobiles, or arrange financing thereof in behalf of the Local Union from time to time, provided that in his opinion the Local Union funds permit.

D. Benefits:

The Executive Board may from time to time provide fringe benefits for officers, employees and representatives of this Local Union, including but not limited to such fringe benefits as vacations with pay and expenses thereof, holidays, sick leave, time off for personal leave, and in connection therewith, any disability or sickness, health and welfare and retirement benefits and activities and facilities relating thereto, and may from time to time provide changes therein as well as additional compensation and allowances.

SECTION 15

Nomination and Election of Officers

A. A meeting as hereinafter established for nomination of officers shall be held in September. The election shall be held not less than thirty (30) days after nominations have been closed and be held in the month of October. Nominations shall be held at Teamsters Local 19 general offices, Houston, Texas. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these bylaws.

B. The president will appoint an election committee composed of members in good standing in the meeting prior to the meeting at which nominations are made, which committee will conduct the election, assist the Secretary-Treasurer in determining the eligibility of candidates for office and the eligibility of members to vote and shall count

the ballots and certify the results thereof. The Local Union Executive Board shall designate the times and places the elections will be held.

C. Time of Elections:

The Local Union shall elect its officers by secret ballot not less often than once every three (3) years. Officers shall hold office until their successors are duly elected and installed.

D. Notice of Rules. Nomination Meeting & Election:

At least twenty (20) days prior to the date of the nomination meeting or meetings, specific notice of the date, time and place of the nomination meeting or meetings and the offices involved, by mailing such notice to the last known home address of every active member. The Secretary-Treasurer shall comply with requests from members to determine their eligibility if made prior to the nomination meeting. The Local Union may extend voting beyond previously established hours if necessary to accommodate work schedules and provide members a reasonable opportunity to vote. Members shall be advised in such specific notice that copies of these rules will be made available at the Local Union principal office to each member so requesting.

E. Eligibility of Members:

1. Every member whose dues are paid up through the month which is prior to the month in which the nomination or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, vote for, or be a candidate for office in the Local Union by reason of an alleged delay or default in the payment of dues by his employer to the Local Union. Any member not suspended, but not in good standing because in default in payment of his dues, may pay said dues at any time before the holding of the election and be eligible to vote in said election or may pay his dues at any time prior to the nomination of officers and be eligible to nominate.

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 this Local Union for a period of Twenty-Four (24) consecutive months prior to the month of nomination for said office, and must be eligible to hold the office if elected. "Continuous good standing" means compliance with the provisions of

Article X, Section 5 of the International Constitution concerning the payment of dues for a period of Twenty-Four (24) consecutive months, together with no interruption in active membership in this Local Union because of suspensions, expulsions, withdrawals, transfers or failure to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his card in the month immediately following the month for which it was effective and pays his dues for both months in a timely manner as provided in 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 good standing status for any month in which his dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union. However, a member on dues checkoff whose employer fails to make a 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 employer's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing. 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.

F. Any member who is ruled ineligible to run for office and has objections to such ruling shall appeal, in writing, within forty-eight (48) hours to the General President, or his designee, who shall decide such an appeal within seven (7) days.

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

- H. Candidates must accept nominations at the time made either in person, or, in if absent, in writing, and may accept nomination for only one office.
- I. Every member eligible to nominate candidates shall be entitled to nominate one (1) candidate, but only one (1), for each office open.
- J. Supervisory employees shall not be permitted to hold office unless permitted by federal, state, local or provincial law.

SECTION 16

Duties of Members

- A. Members shall carry their dues receipts and identification cards with them at all times.
- B. It shall be the duty of each member of this Local Union to sustain and show respect for its officers in the proper discharge of their duties.
- C. Members shall require the payment of Union wages to themselves and the maintenance of Union conditions where they are employed; they shall refuse to accept less than the union's standard and shall report any infraction of the union contract directly to the Union office
- D. Members shall furnish the union with a correct address and shall notify the union of every change of the same.
- E. Members shall register as electors and shall endeavor to vote whenever possible.
- F. No member of this union shall attempt to disrupt this union or injure it in any manner whatsoever, or endeavor to persuade members to drop out of this union. on penalty of being tried before the Executive Board of this Local Union in accordance with the methods and procedure outlined in Article XIX of the International Constitution.
- G. All business transacted in this Local Union shall be strictly secret from all outside this Local Union.
- H. Every member by virtue of his membership in this Local Union is obligated to adhere to and follow the terms of the Local Union's By-laws and the International Constitution with respect to his right, dues, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.
- I. Every member covered by a collective bargaining agreement at his place of employment authorizes this Local Union to act as his 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 disputes 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 Representative and Agents may decline to process any grievance, complaint, difficulty or dispute if in their reasonable judgment such grievance, complaint or dispute lacks merit. The provisions of Article XII, Section 2 of the International Constitution, relation to area, multi-area, national, company-wide or industry-wide contracts.

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

K. No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, shall not slander or libel the Local Union, its members or its officers, shall not be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee.

L. No member shall be permitted at any assembly or meeting of other members to engage in any of the conduct hereinbefore described.

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

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

SECTION 17

Election Campaigns

A. Every member shall have the right to meet and assemble freely with other members; to express views, arguments or opinion, within or without membership meetings,

concerning candidates for office; and to support the candidate or candidates of their choice without being subject to penalty, discipline or improper interference or reprisal of any kind. But these rights must be exercise in ways which do not conflict with the responsibilities of the members to this Local Union as an institution and in ways which will not interfere with the performance of legal or contractual obligations.

B. No monies received by this Local Union by ways of initiation fees, dues, assessments, fines or similar levy, and no monies of an employer may be contributed or applied to promote the candidacy of any member. But the funds of his Local Union may be utilized for notices, factual statements of issues not involving candidates, and other expenses necessary for the holding of nominations and elections.

C. Each candidate shall have the right to have an observer at his own expense who shall be a member of this Local Union at the polls and at the counting of the ballots. Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be set aside pending determination as to their validity. All challenges shall be investigated to determine their validity as promptly as possible if the challenged ballots are sufficient in number to affect the result of the election.

D.

1. Any member who desires to challenge a ruling that he is ineligible 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, who shall decide such an appeal within seven (7) days after receipt of the protest. 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 registered or certified mail by such member within forty-eight (48) hours of his knowledge of the event complained of and shall specify the exact nature and specifications of the protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer who shall refer the protest or charges to the Local Union Executive Board for disposition. The decision of the Local Union Executive Board shall be appealable to the General President, pursuant to the provisions of Article VI, Section 2 of the International Constitution.

2. In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or

charge shall be made in writing by registered or certified mail by such member within seventy-two (72) hours setting forth the exact nature and specifications of the protest and his claim as to how it has affected the outcome of the election. Such protest or charges shall be made to the Secretary-Treasurer of the Joint Council with which the Local Union is affiliated and the protest or charges shall be referred to the Joint Council Executive Board for disposition. The decision of the Joint Council Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention, in accordance with the provisions of Article XIX of the International Constitution to the extent that such provisions may be applied to an election protest or charges.

E. All nominations and election records, including the minutes of the nominations and the ballots cast, shall be preserved for a period of at least one (1) year.

F. To be eligible to vote in the election, a member must have his 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 reelection 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 runoff election shall be held. Where the nominee is unopposed at the regularly designated nomination meeting, there shall be no necessity for the election of such nominee and he shall be declared duly elected at such nomination meeting, effect as of the conclusion of the term of the previous incumbent.

G. No officer may run for another office in this Local Union, the term of which covers part of his current term, unless he resigns from his current office, effective upon the certification of the results of the election. He shall announce his intention to resign not

later than fifteen (15) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by his resignation. No officer may hold another office in any other Local Union (other than a trustee Local Union) during his term of office, except by authorization of the General President and the Local Union involved. No officer may hold another office in any other Local Union during his term of office without the permission of the General President of the International Brotherhood of Teamsters.

H. The provisions relating to holding two (2) offices in the same Local or nomination for the same Local Office shall not apply to Business Agents.

I. 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 majority vote.

J. Upon reasonable request of any declared and eligible candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that in making such request such candidate pays the 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 be presented to him at the principal office of the Local Union not later than seven (7) days prior to the date of the election and may, where in his judgment it appears necessary, provide for a consolidation of such distributions, in which case the cost of such distribution shall be assessed upon the candidates involved on a prorata basis.

K. 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 ballot, the official tally sheet submitted by the tellers, all ballots, ballot return envelopes and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one year.

L. During the period between the date of election and the end of the term of office no extraordinary expenditures of Local Union funds shall be made, and no action shall be taken that commits the Local Union to make such extraordinary expenditures in the

future, without the approval of the officers-elect and the membership. An expenditure shall be considered extraordinary if it falls within the definition set forth in Article XXII, Section 4(e) of the International Constitution. In the event the election results in a new complement of officers, the outgoing officers must comply with the restrictions in Article XXII, Section 2 (b) of the International Constitution regarding entering into contracts for personal services.

SECTION 18

Business Agents & Stewards

A. Business Agents shall be appointed and may be removed at will only by the appointing authority. Elected officers may be appointed as Business Agents. Appointed Business Agents cannot be appointed for a period beyond the term of office of the appointing authority.

B. A Steward or Stewards may be appointed by the President or elected by the membership of that workgroup, for each business place within the jurisdiction of this Local Union where ten (10) or more men are employed. He shall examine the dues books of each man under his jurisdiction during the first ten (10) days of the month, and he shall report to the President as to the standing of the members under his jurisdiction.

C. The Steward shall report to the Local Union office the employment of nonunion men in his company.

D. The Steward shall report all disagreements between the company and its employees directly to the union office.

E. The Steward shall see that the Secretary-Treasurer has the correct address of each member employed at his company.

F. All company grievances must be submitted in writing to the Steward, who must then take up said grievance with the employer. In the event of failure to adjust said dispute, the Steward shall then submit said grievance and particulars of the hearings he had with the employer to the Local Union office.

G. Dues shall not be collected by the Stewards, nor shall the Steward handle any other money or thing of value on behalf of this Local Union, except when specifically authorized by the Executive Board and bonded as required by law.

SECTION 19

Dues and Initiation Fees

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

B. Initiation fees for membership in this Local shall be based on a starting hourly rate as follows:

Less than	\$10.00 will pay \$50.00 initiation fee
	\$10.01 to \$15.00 will pay \$100.00 initiation fee
	\$15.01 to \$26.00 will pay \$200.00 initiation fee
	\$26.01 and greater will pay \$500.00 initiation fee

However, that such initiation fee may be waived or reduced in connection with the organization of unorganized employees at the discretion of the Local Union Executive Board.

C. Reinitiation fees shall be the same as initiation fees. Present dues and initiation fees shall be maintained unless changed as provided herein.

D. Any member, who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges, shall automatically stand suspended at the end of the third month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of his suspension. Upon payment of the delinquent dues and Reinitiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. Then Local Union Executive Board shall have the power to waive, or reduce on a non-discriminatory basis, the payment of delinquent dues assessments and/or reinitiation fees.

E. General or Special assessments and levies may be made from time in the manner provided hereinafter.

F. Any increase in the rate of dues or initiation fees or levying of any general or special assessment shall be made only in accordance with the following procedure;

1. Reasonable notice shall be given by the Secretary-Treasurer to the membership at least fifteen (15) days prior to the meeting at which the membership will consider the question of whether or not such dues, initiation, or reinstatement fees, general or special assessment shall be changed or levied. The notice shall

indicate that an increase or assessment is to be voted on. Such meeting may be general or special.

2. At the regular or special meeting called as provided in this section voting shall be by secret ballot of the members in good standing.

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

G. To be in good standing, a member must pay his dues on or before the last day of the current month.

H. Any member of this Local Union delinquent in payment of dues longer than the first day of the third month shall be automatically suspended. Any applicant for reinstatement must be voted upon and obligated as a new member.

SECTION 20

Meetings

A. There shall be a general membership meeting of this Local Union at least once each month to be held at such times and places as specified by the Executive Board of the Local Union. Membership meetings may be suspended during any three (3) months between June and October by action of the membership at a meeting after reasonable notice of the intention to vote upon such question.

B. The Executive Board shall be empowered to direct meetings to be held by divisions, craft, place of employment, geographical areas, or other similar basis as it shall consider appropriate, considering the special needs of the Local Union 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 has been assigned. Provided, however, on all matters which apply to the general membership the votes of each meeting shall be totaled to determine the action of the Local Union in such matters. Membership meetings permitted under this subsection shall be subject to all of the requirements that apply to general membership meetings.

C. The presiding Chairman detail members or other persons to remove persons who have been ordered remove, or to prevent attendance of members who are "under the influence" or disorderly without calling upon the police.

SECTION 21

Quorum

A quorum of a general or special membership meeting shall consist of twenty-five (25) members. The Executive Board shall establish the number constituting the quorum for division, craft or place of employment meetings.

SECTION 22

Referendum

Whenever the General President acting within his authority, shall direct that a referendum vote be held by the membership of this Local Union in respect to any question or situation where a vote of the membership is required under the International Constitution or these ByLaws, the Executive Board shall give reasonable notice, through the Secretary-Treasurer, of the time, date, place and question of situation upon which the referendum is to be held. The requirements for eligibility to vote on any general question or situation shall be the same as the requirements for eligibility to vote for officers. Only members affected shall be permitted to vote concerning matters not affecting the entire membership. Each voter shall vote on the approval or rejection of the question. The Executive Board shall, at least ten (10) days in advance of the referendum, adopt rules and regulations for the conduct of the referendum.

SECTION 23

Membership

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

1. Written application for membership as determined by the Union;
2. He shall have signed a dues checkoff authorization permitting the initiation fee to be withheld from earnings. If no dues checkoff authorization is signed, membership shall date from the first month for which dues are paid, once full payment of the initiation fee is completed. Tender of the initiation fees, and one (1) month's dues by cash or on written authorization of check-off;
3. Acceptance of his application and dues by the Union;

4. Taking the obligation at a regular meeting following the action upon his application provided, however, that no applicant shall become a member in the first ten (10) days following the filing of his written application. In the event the applicant shall fail to take the obligation within a reasonable time following the acceptance of his applicant, he shall forfeit the monies tendered except for good cause shown.

B. A member shall lose his good standing in this Local Union by suspension or expulsion from membership after appropriate proceedings consistent with the By-laws of the International Constitution or by non-payment of dues longer than the first day of the third month of delinquency in payment of said dues. A member losing his good standing status because of his failure to pay his dues or other obligations as required by the International Constitution and these By-laws, if he has not been suspended or expelled from membership may reinstate his good standing for the purpose of attending Local Union meetings and voting at elections by the payment of all delinquent dues and other financial obligations prior to such meeting and election.

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

D. The first money received from an applicant for membership must be applied to the payment of dues for the month in which the applicant is first obligated to pay dues. If this Local Union permits an applicant to pay an initiation fee on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. Membership for new members shall date from the first month for which dues are paid once full payment of the initiation fee is completed. All new members presenting themselves for initiation shall receive upon request a free copy of the International Constitution and Local Union By-laws 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 24

Transfer and Withdrawal Cards

- A. A member shall be considered to have voluntarily withdrawn from membership on the taking of a withdrawal card or transfer card.
- B. In any case where the Local Union is required to give an honorable withdrawal card under the terms of the International Constitution to a member, it may provide for the continuance of Local Union benefits to such inactive member under conditions which it may set forth but such inactive member shall not be permitted to hold office or vote, and shall have only such right to participate in the meetings and affairs of the Local Union as shall be uniformly permitted by the Executive Board
- C. It shall be solely the member's own responsibility to secure a withdrawal card upon ceasing to be actively engaged at the craft.
- D. Retired members who have been issued withdrawal cards may continue as honorary members with the privilege of attending meetings. Any incumbent officer of a Local Union, who retires during his term of office, including an officer who is not employed by the Local Union, shall cease to hold any other office or position he occupies by virtue thereof, as of the effective date of his retirement.

SECTION 25

Charges and Trials

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

B. Trials and Appeals

1. 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 involved in the subject matter of the charge, shall sit on the trial board. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Local Union Executive Board, whose decision shall be appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these By-laws. The officer alleged to be involved shall not vote on whether he is qualified to remain on the hearing panel. If the member charged or preferring the charges is a member of the Local 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 is preferring the charges, or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and Secretary-Treasurer of the Local are charged or are preferring the charges, or for any reason are unable to attend the hearing, the remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by or against a majority of the members of a Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision making process of the trial body. Whenever the words "Joint Council" appear in other sections of these Bylaws, they shall mean Joint Council or Multi-State Joint Council and include State or Multi-State Conferences in all matters relating to disputes and appeals where there is no charged Joint Council.

2. 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 upon the

parties. 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 and 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 has knowledge, or in the exercise of due diligence should have knowledge, as of the time of the filing of the charges. He may not subsequently file additional charges based upon facts of which he had knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. Any charge based upon alleged misconduct which occurred more than five (5) years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments and other financial obligations. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same or arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered on those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

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

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

SECTION 26

Exhaustion of Remedies

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

SECTION 27

This Local Union shall not, directly or indirectly, make any loan to any officer or employee which results in a total indebtedness on the part of such officer or employee

to the Local Union in excess of Two Thousand Dollars (\$2,000.00). Nor shall this Local Union directly or indirectly pay the fine of any officer or employee who may be convicted of any willful violation of the Labor-Management Reporting and Disclosure Act of 1959. No member shall be subject to fine, suspension, expulsion or other discipline because of the exercise of any right to which he is entitled under the terms and provisions of the Labor-Management Reporting and Disclosure Act of 1959.

SECTION 28

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

SECTION 29

Bonding

A. Every officer, agent, shop steward, employee or other representative of this Local Union who handles funds or other property of this Local Union shall be bonded in accordance with the requirements of the International Constitution and Statute. The amount of bond required of each person shall be ascertained by the Executive Board, and the premium charges shall be paid out of the general funds of the Local Union.

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

C. Should the bond of any person required to be bonded be cancelled after surety coverage has been afforded, then, such person shall be allowed thirty days within which to arrange either for reinstatement of his coverage or the substitution of another bond meeting the requirements of (A) (above) to take the place of the cancelled bond. However, during the period such person is not covered by such surety bond, the

Executive Board shall make whatever arrangements shall be necessary to relieve such person of the handling of any money or property of the Local Union.

D. If an employee referred to in (C) (above) cannot within thirty (30) days provide the surety bond required in conformity with the provisions of (A) (above), the Executive Board shall be authorized and empowered to permit him to remain in his position under such arrangements as it may consider reasonable, but shall not require or permit him to handle any of the money or control any of the property of the Local Union.

E. If an officer referred to in (C) (above) cannot within thirty (30) days provide the surety bond required in conformity with the provisions of (A) (above), that officer shall automatically be deprived of holding any office for which a bond is required, unless the International Constitution shall provide otherwise.

SECTION 30

Delegates

A. Each member of the Executive Board who shall be elected by secret ballot to his office shall, as a result of such election, be a delegate, with full rights, to the Joint Council and Area Conference to which this Local Union is required to be affiliated and be subject to the limitations uniformly imposed by the International Constitution and the Joint Council or Area Conference By-laws, or by Statute.

B. The President may appoint, as delegate to central bodies and as delegate to all conventions of labor, including any trade, craft, regional or other conference, or to any other local, state or national body other than the conventions of the International Brotherhood of Teamsters, any member of the Local Union who meets the qualifications imposed upon officers by the International Constitution and these By-laws.

C. All officers elected in accordance with Section 17 shall by virtue of such election be delegates to any International Convention which may take place during their term of office. If at the time of the receipt of the Convention Call it shall appear that such number of elected officers is less than the number of delegates which the Local Union will be entitled to at an International Convention, then arrangements shall be made for nomination and secret ballot election of an additional number of eligible members as Convention delegates. The Local Union Executive Board shall determine in all instances how many alternate delegates shall be designated, and this determination shall not be subject to membership disapproval. Where the election of additional delegates and/or alternates is required in the application of the above provisions, said alternates shall be

separately nominated and elected and no eligible member shall be nominated for both delegate and alternate. To the extent that the Local Union sends additional delegates, they shall be selected in the descending order of the votes received, starting with the candidate receiving the highest number. The alternate receiving the highest number of votes shall be the first alternate and shall be entitled to substitute for any delegate unable to attend the Convention; the alternate receiving the second highest number of votes shall be the second alternate and so forth.

D. All delegates of this Local Union shall perform the duties imposed upon them by the International Constitution, these By-laws and 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.

SECTION 31

Standing Rules for Union Meetings

RULE 1:

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

RULE 2:

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

RULE 3:

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

RULE 4:

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

RULE 5:

All business done in the Local Union shall be strictly secret to all outside the Local Union unless authorized by the President.

RULE 6:

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

RULE 7:

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

RULE 8:

Every member, while speaking, shall adhere to the question under debate, avoid all personality and indecorous language, as well as any reflection of the Local Union or any member thereof; but all members shall have the right to express their views, arguments and opinions upon candidates and upon any business properly before the meeting.

RULE 9:

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

RULE 10:

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

RULE 11:

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

RULE 12:

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

RULE 13:

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

RULE 14:

All resolutions and motions, other than the first six (6) in Rule 18, or to accept or adopt the report of a committee, shall be reduced to writing by the Recording Secretary before the President shall state the same to the Local Union.

RULE 15:

In presenting a motion, a brief statement of its object may be made but no decision of its merits shall be admitted until the question is stated by the Chair.

RULE 16:

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

RULE 17:

All voters other than amendments to these By-laws or Rules or Orders may be reconsidered at the same or next succeeding meeting upon the motion made and seconded by two (2) members who voted in the majority, provided the Local Union agrees thereto; but after a motion to reconsider has once been lost, it shall not be renewed. Privileged Questions

RULE 18:

The following motions shall have precedence in the following order; First, to adjourn; Second, to close debate; Third, to take up the previous question; Fourth, to lay on the table; Fifth, to postpone indefinitely; Sixth, to postpone to definite time; Seventh, to refer; Eighth, to amend. The first four (4) shall be decided without debate.

RULE 19:

The following motions are not debatable: One, to adjourn; Two, to lay on the table; Three, the previous question.

RULE 20:

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

RULE 21:

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

RULE 22:

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

RULE 23:

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

RULE 24:

A motion to adjourn shall always be in order except: (1) when a member has the floor or (2) when members are voting.

RULE 25:

A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.

Voting

RULE 26:

The Chair shall state every question coming before the Local Union before permitting the opening of debate thereon. Immediately before putting it to a vote he shall ask, "Is the Local Union ready for the question?" Should no member rise to speak on the question, or if a majority shall vote to close discussion, the Chair shall put the question. After he has risen, no member shall be permitted to speak further upon it.

RULE 27:

When the presiding officer has commenced taking the vote, no further debate or remarks shall be allowed unless a mistake has been made, in which case the mistake shall be rectified and the presiding officer shall recommence taking the vote.

RULE 28:

Every member present shall vote on all questions before the Local Union unless personally interested. A motion to excuse a member from voting shall be put without debate.

RULE 29:

When a motion has been declared, carried or lost by acclamation, any member, before the Local Union proceeds to another business, may call for a count of the "yeas" and "nays" but such count cannot be called unless demanded before the Chair has put the question.

RULE 30:

A count of the "yeas" and "nays" may be called for by two (2) members and upon the assent of one-third (1/3) of the members present shall be taken.

RULE 31:

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

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

SECTION 32

Standing Committees

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

SECTION 33

International Constitution

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

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

SECTION 34

Local Union Property

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

SECTION 35

Negotiations, Ratification or Agreements; Strikes and Lockouts

A. Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of the Employer or by this Local Union, the President shall call a meeting to determine and authorize the bargaining demands to be made. The President shall determine whether such meeting shall be limited to the members in a particular division, craft, or place of employment. Where this Local Union is a participant in an area-wide or conference-wide agreement, it is understood that the bargaining demands of this Local Union may be accepted, modified or rejected by the over-all negotiating committee in accordance with such rules and procedures as may be adopted by the area-wide bargaining group.

B. Proposed bargaining agreements or amendments shall be submitted by the Secretary-Treasurer to the Joint Council and Area Conference for approval, 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, before submission to the employer. If no Joint Council exists, such proposals shall be submitted to the State Conference for its approval. In those cases where the proposed agreement is for operations which are already subject to an area-wide agreement, or a prospective area-wide agreement is already planned, the proposed agreement shall be submitted to the Director of the appropriate Trade Conference or Division for approval before submission to the employer.

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

D. If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through processes of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the International Constitution. The Executive Board may, at its discretion, provide that the strike vote be limited to the members employed in a particular division, craft or place of employment. In cases where area-wide or conference-wide agreements are involved, it is understood that the specified majority of the Local Unions participating in such agreements must vote to strike as set forth in Article XII, Section 1 or 2 of the International Constitution, and in such event, such strike vote shall apply to this Local Union irrespective of the individual vote of this Local Union on that question.

E. Strike votes shall not be required where a collective bargaining agreement then in existence does not prohibit strikes for the purpose of enforcing the terms of such agreement. In such case the President may call a strike or at his discretion refer the matter to the membership directly affected as he shall determine. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and provisions of an agreement already negotiated and approved on a state, multi-state, multi-area, multiemployer 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.

F. At least 48 hours prior to a strike, and in the case of a boycott, law suit or other serious difficulty, the Secretary-Treasurer shall immediately notify the Joint Council and Conference of which it is a member of any contemplated action as required by the International Constitution.

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

H. Strikes which are terminated by the conclusion of a collective bargaining agreement or by arbitration or otherwise may be terminated in such manner as the Local Union Executive Board shall determine appropriate.

SECTION 36

Protection of Representatives

A. The Labor Management Reporting and Disclosure Act of 1959 may subject our officers, agents and representatives to civil suits and criminal prosecutions in numerous situations, and the language of said Act is so replete with uncertainty and ambiguity that even experienced labor lawyers cannot tell us what is permitted and what is prohibited under certain sections. In addition, we believe that the law is an open invitation to sue and prosecute and win result in trade union officers, agents and representatives being forced to defend themselves in many unmeritorious cases.

B. Because of the foregoing, this Local Union shall insofar as permitted by law pay or reimburse for the payment of all reasonable expenses involved in the defense of civil and criminal proceedings instituted against our officers and authorized agents and representatives, including the fees of attorneys, subject to the following condition:

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

SECTION 37

Savings Clauses

A. The provisions of these By-laws relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union security contract those requirements for good standing membership which may be in the violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under the International Constitution and these 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 relating to such requirements and obligations which may be imposed by applicable law.

B. If any provision of these By-laws shall be declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Local Union Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accordance with the intent and purposes of the invalid provision. If any Section of these By-laws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these By-laws or the application of such to persons or circumstances other than those to which it has been held invalid shall not be affected thereby.

SECTION 38

Amendments

Any member may propose amendments to these By-laws. The proposed amendments unless otherwise provided herein shall be submitted to the Local Union and read at one regular meeting and voted upon at the next regular meeting. Amendments may also be

proposed, read and voted upon at a special meeting called for such purpose with advance notice to the membership of the nature of the amendment. Amendments approved by a majority vote of those members present and voting shall be sent to the office of the General President for approval and shall take effect in accordance with the International Constitution.

SECTION 39

Fiscal Year

The fiscal year of this Local Union shall be from January 1st to December 31st.

SECTION 40

Upon their adoption, these By-laws shall cancel, void and supersede all previous By-laws of this Local Union and shall be the only By-laws of this Local Union.

SECTION 41

Obligation

Fellow workers, you will not 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 _____(given 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 nonmembers the private business of the union, unless authorized to reveal the same.

I will never knowingly harm a fellow member.

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

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

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