TEAMSTERS LOCAL UNION NO. 760

BY-LAWS

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BY-LAWS

GENERAL TEAMSTERS, LOCAL 760, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES, WAREHOUSEMEN AND HELPERS, YAKIMA, KITTITAS, CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES AND PORTIONS OF ADAMS AND FERRY COUNTIES AND, IN ADDITION TO THE ABOVE SHALL HAVE JURISDICTION IN FOOD PROCESSING IN BENTON COUNTY AND PORTIONS OF ADAMS AND FRANKLIN COUNTIES, WASHINGTON.

Section 1

NAME

This Local Union shall be known as General Teamsters, Local 760, Food Processing Employees, Public Employees, Warehousemen and Helpers Yakima, Kittitas, Chelan, Douglas, Grant and Okanogan Counties and portions of Adams and Ferry Counties and, in addition to the above shall have jurisdiction in Food Processing in Benton County and portions of Adams and Franklin Counties, Washington and is chartered by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Section 2

JURISDICTION

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

Section 3

PRINCIPAL OFFICE

(A) The principal office of this organization shall be located in the City of Yakima, County of Yakima, State of Washington, or at such other place as the Local Union Executive Board may designate. The organization may have such other sub-offices either within or without the State of Washington 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 4

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, sex, 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 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 activity;

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

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

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

(9) To protect and preserve the Union as an institution and to perform its legal and contractual obligations;

(10) To carry out the objectives of the International Union as an affiliate thereof and its duties as such an affiliate;

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

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

Section 5

ELIGIBILITY FOR MEMBERSHIP

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

Section 6

OFFICERS

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

Section 7

PRESIDENT'S DUTIES

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

(B) The President shall decide all questions of order during membership meetings, subject to an appeal to the membership, if a valid objection has been taken by an interested member, which appeal shall be determined by a majority vote of the members present and voting. The President shall not vote on motions pending before the membership meeting except to cast the deciding vote when a tie occurs on any questions. The President shall announce the result of all votes and enforce all fines and penalties and shall have the power to call special meetings as provided in Section 19(B).

(C) The President together with the Secretary-Treasurer, subject to the provisions of the International Constitution, shall sign all contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these bylaws or law may require of him.

Section 8

DUTIES OF THE SECRETARY-TREASURER

(A) The Secretary-Treasurer shall be the principal executive officer of this organization. He shall, in general, supervise, conduct, and control all of the business and affairs of the Local Union, its officers and employees. He shall determine the number of clerical employees of the Local Union, subject to approval of the Executive Board. He shall also select the attorneys, accountants or other special or expert services to be retained by the Local, subject to the approval of the Executive Board.

(B) The Secretary-Treasurer shall have charge and supervision of all the officers and employees of the Local Union. He shall have the power to appoint, suspend, or discharge all appointive organizers, appointive Business Agents, Assistant Business Agents, and employees. The Secretary-Treasurer shall appoint all committees.

(C) The Secretary-Treasurer in conjunction with the President, shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations, and indebtedness of the Local Union, which have been properly incurred as provided herein, he shall have the authority to pay current operating expenses of the Local Union, Including rents, utilities and maintenance of the Union Hall, and salaries and expenses of officers and employees.

(D) The Secretary-Treasurer shall have charge of all labor controversies involving the Local Union.

(E) The Secretary-Treasurer shall have authority to interpret these Bylaws and to decide all questions of law thereunder, between meetings of the Local Union Executive Board.

(F) The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution and 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, the Local Union Executive Board, or the members by resolution. He shall see that all notices and reports shall be given in accordance with the provisions of the International Constitution and these Bylaws or as required by law. He shall make at least quarterly a report including the assets and liabilities of the Local Union, and shall keep itemized records, showing the source of all monies received and spent, and shall keep records, vouchers, work sheets, books and accounts and all resolutions to verify such report.

(G) The Secretary-Treasurer upon request of any member shall make available to the member a copy of the last annual report. He shall also make available for inspection by any member or members at the Local Union's principal office during regular business hours any prior annual report and any other document, which is subject by statute to such inspection. Membership lists may not be copied.

(H) The Secretary-Treasurer shall have custody of the Local Union seal and the records of the proceedings of all meetings of the Local Union and the Local Union Executive Board, as prepared by the Recording Secretary, or such person as is authorized to take such proceedings, and shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon the request of any person in writing or made in person to the Secretary-Treasurer during regular hours at the principal office, he shall provide one (1) copy of the collective bargaining agreement made by the Local Union with the employer of such person, if the person making such request establishes that he is an employee directly affected by such an agreement. The Secretary-Treasurer may require a receipt from such person. He shall also maintain at the principal office of the Local Union copies of agreements made or received by the organization where another labor organization subordinate to the International Brotherhood of Teamsters has negotiated such a contract, and the employees represented by this Local Union are directly affected by such agreement, which agreements shall be available for inspection by any member or by any employee who establishes that his rights are affected by such agreement; during the regular hours maintained at the principal office of the Local Union.

(I) The Secretary-Treasurer shall keep a correct account of all monies paid to and paid out by the Local Union and shall provide receipts for any dues, initiation fees, or other fees, assessments or fines or other monies received. The Local Union Secretary-Treasurer shall enter all receipts in the name of the Local Union and shall deposit all monies in accordance with Article X, Section 9 of the International Constitution.

(J) The Secretary-Treasurer must report the names and addresses of all new members coming into the Local Union to the General Secretary-Treasurer and shall send to the General Secretary-Treasurer a revised list of the names and addresses of all members in good standing in the Local Union on a current basis. Membership lists shall not be open to inspection by any member except as, and to the extent, required by law.

(K) 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 office of the General Secretary-Treasurer before he transfers to his successor in office the funds, papers, documents, records, vouchers, worksheets, books, money, and other property of the organization. All such records, vouchers, worksheets, receipts, books reports, and documents shall be preserved and retained at the Local Union's principal office for a period of six years.

(L) The Secretary-Treasurer shall provide each new member with a free copy of the International Constitution, upon request. The Secretary-Treasurer shall provide any members with a copy of the International Constitution and of these Bylaws.

(M) The Secretary-Treasurer shall enforce the International Constitution; these Bylaws and rules of order adopted by this Union and shall ensure that all officers perform their respective duties. He shall also have the right to serve on all committees by virtue of his office.

(N) The Secretary-Treasurer, subject to the provisions of Article XXIII, Section 3 of the International Constitution, together with the President, shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these Bylaws or law may require of him.

(O) 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 (I) of this Section.

(P) 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.

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

Section 9

DUTIES OF VICE PRESIDENT

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

Section 10

DUTIES OF RECORDING SECRETARY

It shall be the function of the Recording Secretary to attend general membership meetings of the Local Union and the Local Union Executive Board and to keep minutes of the proceedings. He shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the President or authorized by membership resolution. In his absence, the President shall appoint a member or members to keep minutes of meetings which are held by division or craft. The minutes of every meeting of the Local Union Executive Board and the Local Union shall be read and approved at the next following meeting of members involved. Minutes of division or draft meetings shall be read and approved at the next following meeting of the division or craft involved. 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.

Section 11

DUTIES OF TRUSTEES

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

BUSINESS AGENTS, ORGANIZERS, STEWARDS WARDEN AND CONDUCTOR

(A) The Business Agents, Assistant Business Agents, Organizers and Stewards, if any, of this Local Union shall be appointed by the Secretary-Treasurer and may be removed at will by the Secretary-Treasurer. Appointed Business Agents cannot be appointee for a term beyond the office of the appointing authority. Business Agents and Assistant Business Agents shall be appointed and may be removed at will only by the appointing authority.

(B) The authority of appointed stewards, shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;

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

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

(a) have been reduced to writing; or,

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

Stewards have no authority to take strike action, or any other action not set forth in these bylaws, or any other action interrupting the business of his employer, except as specifically authorized by official action of the Local Union.

Stewards who represent fifty (50) or more fellow Local 760 members on their shift or place of employment will have their monthly Union dues paid by the Local Union.

Stewards may or may not be appointed at an employment location at the discretion of the Secretary-Treasurer.

(C) Warden and Conductor

A Warden and a Conductor may be appointed by the Chair and may be removed by him. If appointed, the Warden shall have charge of the inner door and shall admit only those entitled to be in attendance. He shall not allow any member "under the influence" to enter the meeting place. He shall assist the Chair in maintaining order.

It shall be the duty of the Conductor to assist the Warden and to bring the proposed new members to be obligated as members. He shall also escort all guests to the Chair. He shall perform the duties of the Warden in the absence of the Warden.

Section 13

POWERS AND DUTIES OF LOCAL UNION EXECUTIVE BOARD

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

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

(1) Make and change rules and regulations not inconsistent with these Bylaws or the International Constitution for the management and conduct of the affairs of this Local Union:

(2) Establish the salaries for the officers and Business Agents and establish the allowances, direct and indirect disbursements, expenses, and reimbursement of expenses for officers and Business Agents. Changes in the salaries, allowances or expenses of the officers and Business Agents shall be specifically set forth in the minutes of the Executive Boards meeting at which such changes are approved. The minutes shall also reflect whether any officer who also serves as a Business

Agent receives a salary, allowance, or expense in his officer capacity or in his Business Agent capacity. Policies establishing benefits, including, but not limited to, sick leave, vacation, travel and car allowances for officers and employees shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board. The Local Union Executive Board may establish a dues checkoff procedure for Local Union officers and employees belonging to this Local Union;

(3) Loan and borrow monies directly and indirectly for such purposes and with such security, if any, as it deems appropriate, and with such arrangements for repayment as it deems appropriate-all to the extent provided by law;

(4) Approve the Principal Executive Officer's employment of clerical employees, attorneys, accountants, and such other special or expert services as may be required for the organization and secure an audit of the books of this organization by a certified public accountant at least once a year;

(5) On behalf of the Local Union, its officers, employees or members, initiate, defend, compromise, settle, arbitrate or release or pay the expenses and costs of any legal proceedings or actions of any nature subject to the provisions of Article IX, Section 9 (c) of the International Constitution, if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization;

(6) 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;

(7) Transact all business and manage and direct the affairs of the Local Union between membership meetings, except as may otherwise be herein provided; delegate, when necessary, any of the above powers to any officer for specific and temporary purposes and on condition that the action of such officer or agent be ratified by the Local Union Executive Board. In the event the Executive Board subsequently fails to ratify an action taken by an officer that is within the scope of the prior delegated authority, the officer cannot be subject to discipline for said action. The Local Union Executive Boards shall designate other officers for the President or Secretary-Treasurer for the purpose of signing checks to pay bills or to exercise any other functions of their offices in the event that either shall refuse to act or shall become ill or otherwise incapacitated;

(8) Lease, purchase or otherwise acquire in any lawful manner for and on behalf of the organization any and all real estate or other property, rights, and privileges, whatsoever deemed necessary for the prosecution of its affairs, and which the organization is authorized to acquire, at such price or consideration and generally on such terms and conditions as it thinks fit, and at its discretion pay therefor either wholly or partly in money or otherwise. Specific authorization at a membership

meeting shall be required for such expenditures, excepting for routine expenditures not of a substantial nature;

(8A) Substantial Purchase Policy: All expenditures over ten thousand dollars ($10,000) must be approved by a majority vote of those members in attendance at a general membership meeting as well as the Local Union's Executive Board. The Executive Board of this Local Union must approve any and all expenditures under ten thousand dollars ($10,000).

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

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

(11) Create trusts, the primary purpose of which is to provide benefits for the members or their beneficiaries, and terminate and effectuate the same, all subject to approval (except as to form) by the membership;

(12) Appoint trustees of Health and Welfare or Pension Trust funds negotiated directly by the Local Union, and to which the Local is the only union party;

(13) 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 of these Bylaws;

(14) Determine the manner in which referendums shall be held, subject to review and modification by the General President, as permitted by article VI, Section 1(h) of the International Constitution;

(15) Affiliate this Local Union with Joint Council No. 28 and in addition, such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do and maintain such affiliations in good standing at all times;

(16) Enter into jurisdictional settlements and comply with jurisdictional awards in behalf of the Local Union, in accordance with the policies and directives of the International Union;

(17) Review interpretations of these Bylaws rendered between meetings by the Principal Executive Officer. Disputes over the interpretations of these Bylaws shall be submitted to the General President, pursuant to Article VI, Section 2(a) of the International Constitution.

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

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

(C) The Local Union Executive Board shall hold meetings at such time and place as shall be determined by the Executive Board, upon notice to all Board members. The President shall have the right to vote on any question pending before said meeting except where such vote would create a tie. The meetings of the Local Union Executive Board shall be no less frequent than meetings of the Local Union.

(D) A majority of the Local Union Executive Board shall constitute a quorum for the transaction of business at any meeting of the Board. The action of a majority of the Local Union Executive Board present at a meeting at which as quorum is present shall be the action of the Board.

(E) By action of the Local Union Executive Boards, which action shall be recorded in the Executive Board meeting minutes, members of the Board who are not full-time paid officers or employees of the organization may be paid their expenses, including wages lost, if any, for attendance at each meeting of the Board. However, officers who are full time employees of the Local Union shall not receive additional payments for attendance at Executive Board or membership meetings.

(F) As to all matters requiring action by the Local Union Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, letter, telephone, facsimile, or electronic mail. When action by the Local Union Executive Board is required, the Secretary-Treasurer may obtain same by telegraphing, writing, electronic mailing, or telephoning the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner; provided, however, that whenever action is sought by any of the foregoing methods, all members of the Executive Board shall be polled. Such action so taken by the majority of the members of the Local Union Executive Board shall constitute action of the Board as though the Board were in formal session; provided, however, that any such action must be recorded in the minutes of the Executive Board and ratified by a majority of the members of the Executive Board at its next meeting.

(G) If the Executive Board is deadlocked for two consecutive meetings on any matter within its exclusive authority under this Section of the Bylaws, the matter shall be referred to the membership for resolution.

Section 14

OFFICERS - GENERALLY

(A) All officers of this Local Union when installed after election shall be required to take the following obligation 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 in the Constitution and Bylaws 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 to protect the members' interests in all dealings with employees. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws and 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) All officers are required to carry out their respective duties. In the event an officer declines to perform his duties as prescribed by the International Constitution, these Bylaws or by law, he shall be subject to charges filed in accordance with Article XIX of the International Constitution and Section 20 of these Bylaws. In appropriate situations in which misconduct or failure to perform duties assigned by these Bylaws jeopardizes the interests of the Local Union, an officer may be subject to summary removal from office, in accordance with Article XIX, Section 1(e) of the International Constitution.

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

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

(E) All officers in the performance of their duties shall adhere to the terms of these Bylaws and the International Constitution.

(F) The officers, Business Agents, other representatives of this Local Union, and Stewards occupy positions of trust in relation to the Local Union and its members as a group and are, therefore, accountable to the membership with respect to the performance of their duties in handling funds and property of the Local Union. The failure or refusal by an officer, Business Agent, other representative of this Local Union or Steward, upon demand of the Local Union Executive Board or of any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his duties in handling funds and property of the Local Union shall constitute a ground for charges under Article XIX of the International Constitution on which trial shall be had under the provisions set forth in Section 20 hereof.

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

Section 15

EXPENSES AND AUTOMOBILES

(A) Allowances

Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and receive no compensation for overtime or premium pay; also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them; and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the Constitution and these Bylaws, that such activities benefit the organization and its members and that the time spent in such activities is unpredictable and unascertainable such officers and representatives may be granted an allowance (both for in-town and out-of-town work, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly or monthly) as the Local Union 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 14(A)(2) of these Bylaws.

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

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

(B) Expenses

When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him or the supplier of such services, provided that the representative does not receive an allowance for these expenses or reimbursement from any other source.

(C) Automobile Allowance

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

(D) Benefits

The Local Union Executive Board may from time to time provide the terms and conditions of employment for officers, employees and representatives of this organization including, but not limited to, such fringe benefits as vacations with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, health and welfare and retirement benefits and activities, and facilities relating thereto, and may from time to time provide changes therein, as well as additional compensations and allowances. Any such benefit adopted by the Executive Board shall be specifically set forth in the minutes of the Executive Board Meeting. The Local Union Executive Board or

the Secretary-Treasurer is authorized to make to any Local Union officer or employee advances on his salary and/or vacation pay, within the restrictions of applicable law.

Section 16

NOMINATIONS AND ELECTIONS OF OFFICERS: RULES

(A) Time of Nominations and Elections

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

The term of office of Local Union officers shall not be for a lesser period than three (3) years, except where necessary to bring the terms of office of all officers in concurrence or in order to provide for a schedule of nominations and elections in accordance with Article XXII, Section 4(a) of the International Constitution.

(B) Notice of Rules, Nominations, Meeting and Election

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

(C) Eligibility of Members

(1) Every member whose dues are paid up through the month which is prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, or vote for, a candidate for office in the Local Union, by reason of a delay or default in the payment of dues by the employer to the Local Union. However, a member who is on check-off shall be under a duty to pay his dues directly to the Local Union if he has no monies owing to him by his employer which are subject to his check-off authorization on the date when the employer deducts the dues of other members.

(2) To be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union for a period of twenty-four (24) consecutive months prior to the month of nomination for said office and must be eligible to hold the office if elected. "Continuous good 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 interruptions in active membership in this Local Union because of suspensions, expulsions, withdrawals, transfers, or failure to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his 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), such period of withdrawal shall not be considered a break in continuous good standing in the Local Union. A candidate for office may not be receiving pension benefits from any pension plan.

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 provide for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union. However, a member on dues check-off whose employer fails to make a prior deduction during any month in which the member has earnings from work performed during the month from which the dues could have been deducted or has earnings from which the employer normally makes a dues deduction pursuant to the contract or established practice, shall not lose good standing status for that month. In such an event, the Local Union shall notify the member of his employer's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing status.

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

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.

(D) Nomination Procedures

(1) Nominations shall be held in accordance with provisions of Section 16(A) above at a general or special membership meeting. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and complete minutes shall be kept of that business. Nothing in this provision shall prohibit the holding of a special meeting, at which meeting nominations and the conduct of the election shall be the sole order of business. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws:

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

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

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

(5) If an election committee is used, after nominations, each candidate for the office of President, Secretary-Treasurer and Recording Secretary may designate one (1) member for service thereon who shall thereupon be appointed by the President.

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

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

(8) If any nominee should die before the election, his name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office as provided in Section 13(A)(6).

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

(E) Elections

(1) After the nominations meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be mailed to each member at his last known home address, if no notice has previously been sent. The election shall be held at such place or places and at such time, not earlier than (30) day after the nomination meeting, as may be designated by the Local Union Executive Board. The election shall be by secret ballot to be placed in boxes, unless the Local Union Executive Board has authorized the use of some standard type of election mechanical devise ensuring a secret ballot by machine vote or unless the election is conducted by mail ballot. If a walk-in ballot is utilized, the election box or boxes or machine or machines will be located at a place or places designated by the Local Union Executive Board. Balloting shall be open for a period not less than (6) hours during the period between the hours of 8:00 a.m. and 8:00 p.m. A Local Union may extend voting beyond these hours if necessary to accommodate work schedules and provide members a reasonable opportunity to vote. It shall be the duty of the Local Union Executive Board to provide safeguards for the honest and fair conduct of such election.

(2) Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy voting. Each such member shall be entitled to one vote. The Local Union Executive Board shall have the authority to establish all rules and regulations for the conduct of the election to supplement the provisions of the International Constitution and the Local Union Bylaws, including the authority to use mail referendum balloting or absentee balloting without membership approval. The General President shall also have the authority to direct the use of mail referendum balloting or absentee balloting without membership approval, any action of the Local Union Executive Board to the contrary notwithstanding. Absentee voting by mail shall be permitted only upon application of members who are ill, or absent from the city or town where they are normally employed at the time of voting, because on vacation or on employment tour of duty. The Local Union Executive Board may permit additional reasons for absentee balloting if they so desire. Application for absentee ballots shall be made to the Secretary-Treasurer not less than five (5) days prior to the date set for election and shall contain the grounds therefor. Absentee ballots shall be valid only if they are received by noon

of the day on which the polls close. Absentee voting shall be conducted with all proper safeguards for secrecy of the ballot. Voting by writing in the name of a person who was not duly nominated shall not be permitted. Any ballot shall be declared void if it contains any mark other than the voting mark.

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

(4) To be eligible to vote in the election, a member must have his dues paid up through the month prior to the month in which the election is held and must still be an active member on the day of the election. The candidate for each office 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.

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

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

(7) During the period between the date of election and the end of the term of office no extraordinary expenditures of Local Union funds shall be made, and no action shall be taken that commits the Local Union to make such extraordinary expenditures in the future, without the approval of the officers-elect and the membership. 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.

(F) Duties of Secretary-Treasurer in Connection with Nominations and Election

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

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

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

(4) Upon reasonable request of any declared and eligible candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that such candidate pays the reasonably estimated cost involved in advance. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer shall not delay the distribution of any candidate's mailing. Any reduced rate mailing permit available to any candidate shall be made available to all

candidates on an equal basis. The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the Local Union no later than a reasonable number of days prior to the election and all candidates shall be given reasonable notice of that cutoff date. The Secretary-Treasurer may, where in his judgment it appears necessary, provide for a consolidation of such distribution in which case the cost of such distribution shall be assessed upon the candidates involved on a pro rata basis.

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

(6) The Secretary-Treasurer shall retain copies of all requests for distribution for campaign literature and copies thereof, shall make a record of the date the literature was distributed, the cost thereof and the amount received therefor, 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.

(G) Nomination and Election Protests

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

(2) In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or charge shall be made in writing by such member with in seventy-two (72) hours after the final tally of ballots setting forth the exact nature and specifications of the protest and his claim as to how it has affected the outcome of the election. Such protest or charge shall be made to the Secretary-Treasurer of the Joint Council, or State

Conference, if there is no Joint Council, with which the Local Union is affiliated, and the protest or charge shall be referred to the Executive Board for disposition. The decision of the Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention.

(3) If votes are challenged such challenge shall be made in writing at the time of the election with specific reasons given for such challenge.

Section 17

DUES AND INITIATION FEES

(A) Members monthly dues rates of this organization will be calculated and established at the average of the negotiated hourly wage rates, including bonuses, and shift differentials, etc. times (x) two and one-half ($2^{1/2}$) in the applicable negotiated contract under which the member or members are employed. The minimum monthly dues of this organization shall be calculated on the basis 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.

If the average of the negotiated hourly rates is higher than the members hourly compensation including bonuses, shift differential etc. times (x) two and one-half ($2^{1/2}$) by more than $3.00, then that members monthly dues will be reduced to reflect a no more than $3.00 maximum spread between the members hourly wage rate times (x) two and one-half ($2^{1/2}$) and the average dues rate as referenced above.

Only for previous employers of Local 524 who merged into Local 760 in 2003, both Private and Public Sector dues rates will be calculated by the hourly wage rate x 2.5 (Private) or hourly was rate x 2.25 (Public) and rounded to the nearest whole dollar.

In no event shall monthly dues be less than the minimum established in the International Constitution. In no event shall monthly dues be less than $10.00.

A fine of $5.00 shall be due and owing in the event a member is late in payment of monthly dues.

(B) Initiation fees for membership in this organization shall be $150.00 dollars for Food Processing and $25.00 for Public Employees and twenty times (20x) the average hourly wage (20 x AHW = Initiation Fee) for all other Employees (General).

(C) Partial initiation payment(s) shall be forfeited after one year of member inactivity. Members returning after one year and who have not satisfied payment of the applicable initiation fee shall owe the full applicable initiation fee.

(D) Re-initiation fees shall be $50.00 dollars.

(E) Any member who shall be three 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. The Local Union Executive Board shall have the power to waive, or reduce, on a non-discriminatory basis, the payment of delinquent dues, assessments and/or re-initiation fees. The Local Union Executive Board shall have the power to waive initiation fees for new groups on a case-by-case basis.

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

(G) Members, in addition to their membership dues, shall pay all levies or assessments that are made in compliance with Local No. 760 By-Laws and The International Constitution.

(H) Any increase in the rate of dues or initiation fees other than as established per these By-laws or the levying of any general or special assessment by the Local Union shall be made at a general or special membership meeting in accordance with the following procedures:

1. Reasonable notice shall be given of 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 increased or levied. The notice shall indicate that a proposed increase or assessment is to be voted on.

2. At the 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.

4. This provision supersedes Section 28 (Amendments) with respect to changing the dues and fees set forth in these By-Laws.

5. Nothing contained in Section 17(G) of these By-laws shall preclude the Local Union Executive Board in the exercise of its discretion, from directing that a membership vote on issues involving dues, fees, or assessments be conducted by mail ballot referendum after appropriate notice and with safeguards for preserving the secrecy of the balloting.

(I)A member shall be allowed to pay dues during periods of layoff to allow the continued participation in the Life with Dues Program.

(J) Defense Fund: An assessment of $1.75 per month will be paid by Private Sector members to be allocated in the following manner:

$1.75 per month per member working in the Private Sector to establish and maintain a Teamsters Local 760 Defense Fund.

Funds are to be maintained separately and utilized for Strike Benefits to members and expenses incurred by the Local Union related to Strikes and Strike related litigation.

When the fund reaches a total account balance of $5,000,000, the $1.75 assessment will be vacated until the fund balance reaches a minimum of $3,000,000.

When the account reaches a minimum balance of $3,000,000 or less the $1.75 per member per month will be reinstated the first day of the next following month until the balance again exceeds $5,000,000.

To be eligible for Defense Fund Benefits a member must be in good standing with Teamsters Local 760 and be employed by the effected Employer and lose employment at the time economic action is taken against the Employer at Teamsters Local 760 direction.

The member must also as a condition of receiving Defense Fund Benefits, perform assigned picket line or other duties designated by the Local Union.

The level of Defense Fund Out of Work Benefits paid to eligible members will be as follows based on the balance of funds available to be dispersed.

Fund Balance			Projected Weekly Benefit
$0	to	100,000	$0
$100,000	to	300,000	$ 50 per week/per Employee
$300,000	to	700,000	$100 per week/per Employee
$700,000	to	1,500,000	$150 per week/per Employee
$1,500,000	to	2,000,000	$200 per week/per Employee
$2,000,000	to	3,000,000	$250 per week/per Employee
$3,000,000	to		$300 per week/per Employee

The above level of Out of Work Benefits may be increased by Executive Board Action but may not be reduced without a vote of the membership at a regular monthly Union meeting.

Out of Work Benefits will be payable beginning on the first (1st) day of a strike or lockout.

The above Out of Work Benefits are in addition to Out of Work Benefits provided by the International Union.

Section 18

MEETINGS

(A) Membership meetings shall be general, special, division, craft, geographic area or place of employment meetings.

(B) General Membership Meetings

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

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

If it should appear to the presiding Chairman that any member is so conducting himself to constitute a threat to the orderly conduct of the business of the meeting, he may order him ejected, subject to appeal to the membership.

At any time when in the judgment of the presiding Chairman of the meeting it appears that the meeting has become so disorderly as to prevent proper deliberation on the matters which might properly come before the meeting, the presiding Chairman shall have the right to adjourn such meeting forthwith, upon his own motion, and without second, and even though there may be other motions upon the floor. There shall be no appeal from such action since it is taken as a result of conditions which would prevent orderly consideration of the appeal by the meeting.

If such action is taken by the presiding Chairman, the time and place for subsequent meeting, if there is to be one, shall be determined by the Local Union Executive Board. If no such determination is made, then the next meeting shall be the next regularly scheduled meeting.

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

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

(3) The Local Union Executive Board is authorized to permit membership meetings to be held on a division craft, place of employment or other similar basis as it shall consider appropriate considering the special needs of the organization so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at any such separate meeting provided herein on all matters which apply to the general membership, but such member shall be permitted to vote only at such separate division, craft, or place of employment meeting to which he has been assigned. Membership meetings permitted under this subsection shall be subject to all of the requirements of subsections (A)(1) and (2) above.

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

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

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

(C) Special Meetings

Twenty per cent (20%) of the members in good standing of the Local Union may submit a written petition for a special meeting to the President of the Local Union, setting forth the reasons therefor, and the President shall call the special meeting within a reasonable time. If the Local comprises employees of more than one employer, then no more than half of such twenty per cent (20%) shall be from the same employer. If the President does not call such meeting, the Local Union Executive Board shall call such meetings within fifteen (15) days of the original petition. The President or Secretary-Treasurer may, on his own motion, call a special meeting. Reasonable notice of the date, time, and place of any special meeting, and of the questions to be presented, shall be given the membership.

"Such special meetings shall not be considered a substitute for the regular monthly meetings for purposes of satisfying the meeting attendance requirement of Section 17(C)(3)."

(D) Quorum

The quorum of a general or special membership meeting shall be ten (10). The Local Union Executive Board shall establish the number constituting the quorum for division, craft, or geographic place of employment meetings.

(E) Referendum

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

(F) Subject to the provisions of Article VI, Section 1(h) of the International Constitution, every member eligible to vote in an election under Section 16(C)(1) shall be eligible to vote on any question before the membership meeting or in a referendum, except that members who are on layoff but who retain seniority at a company may vote on proposed collective bargaining agreements which affect them even if they are inactive by virtue of having taken a withdrawal card.

Section 19

MEMBERSHIP

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

(1) He shall have executed a written application for membership on a form provided by the Secretary-Treasurer.

(2) He shall have signed a dues check-off authorization permitting the initiation fee to be withheld from earnings. If no dues check-off authorization is signed, membership shall date from the first month for which dues are paid once full payment of the initiation fee is completed. Or he shall have tendered the initiation fee's and one month's dues by cash.

(3) The Local Union shall have accepted his application and dues.

(4) He shall have taken the oath of obligation as a member at a regular meeting following the action upon his application, unless dispenses with by the Local Union by policy or practice; provided, however, that no applicant shall become a member in the first ten days following the filing of his written application. In the event the applicant shall fail to take the obligation within a reasonable time following the acceptance of his application, he shall forfeit the monies tendered except for good cause shown.

(5) 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 Bylaws from the Local Union. However, any alleged failure to receive such copy shall not excuse a member from violation of any duty or obligation imposed upon him by his oath of office, initiation, or membership.

(B) Good Standing

(1) A member shall lose his good standing membership in the organization by acceptance of a withdrawal card, by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws of the Constitution, or by nonpayment of dues on or before the last business day of the current month. Members whose dues have been withheld by their employer pursuant to a voluntary check-off agreement shall not be declared in bad standing merely because the employer fails to remit check-off dues to the Local Union on or before the last business day of the month. Payment of dues to an officer or steward authorized by this Local Union to collect such dues shall be deemed payment to the Local Union.

(2) A member in a suspended status because of his failure to pay his dues or other obligations as required by International Constitution and these Bylaws may

reinstate his good standing by the payment of all delinquent dues and other financial obligations.

(C) Issuance of Transfer and Withdrawal Cards

(1) The issuance of transfer cards must be handled in strict compliance with Article XVIII, Sections 1 and 2 of the International Constitution. The acceptance of transfer cards must be in accordance with the provisions of Article XVIII, Sections 3 and 4. The jurisdiction to issue honorable withdrawal cards must be handled in strict compliance with Article XVIII, Sections 6 and 7 of the International Constitution.

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

(3) A member, including a Local Union officer, who is receiving pension benefits from any pension plan, shall be considered to have retired. A retired Local Union officer shall not be eligible to hold any office or position he occupies by virtue thereof, as of the effective date of his retirement. Nor shall a retired Local Union officer be eligible to hold any other office or employment with his Local Union. A withdrawal card shall be issued to any member, including a Local Union officer, who has retired, except that a member, who continues to work at the craft, excluding employment with his Local Union, shall be required to retain active membership.

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

(E) Responsibility of Members to the Local Union

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

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

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

(4) No member shall engage in dual unionism or espouse dual unionism or disaffiliation or be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee.

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

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

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

(8) No member seeking to resign from membership in any Local Union may do so except by submitting such resignation in writing to the Secretary-Treasurer of the Local Union. Any member who resigns before he has paid all dues, assessments, fines, and other financial obligations owing to any subordinate body shall be obligated to pay such obligations to his former Local Union. All members acknowledge that any obligations owing at the time of resignation shall be collectible by the Local Union in any appropriate forum. This shall not relieve any

member of any obligation to comply with any other provision of this Constitution regarding acquisition or maintenance of membership in good standing.

(F) Rights of Members

No provision of these Bylaws, rule of parliamentary procedure or action by the Local Union or its officers shall be administered in such a way as to deprive individual members of their rights under applicable law and the following membership rights:

(1) the right to nominate candidates or vote in elections or referendums of the Union;

(2) the right to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings;

(3) the right to meet and assemble freely with other members and to express any views, arguments, or opinions, and to express at meetings views upon candidates in an election of the Union or upon any business properly before the meeting, subject to the organization's established and reasonable rules;

(4) the right to information concerning the conduct of the Local Union business; and

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

(6) For the purpose of Section 19(F) only, the term "meeting" includes any public meeting to which members of the Local Union are invited.

(7) All the rights of members set forth in Section 19(F) shall be subject to reasonable application and subject to the right of the Local Union to impose reasonable limitations upon the exercise of these rights by the members.

Section 20

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

(B) Charges and Trials

(1) Trial. Every member charged with a violation of these Bylaws, or the International Constitution shall be accorded a full and fair hearing as required by law. No member of the Local Union Executive Board involved in the subject matter of the charge, shall sit on the trial board. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Local Union Executive Board, whose decision shall be appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these Bylaws. The officer alleged to be involved shall not vote on whether he is qualified to remain on the hearing panel. If the member charged or preferring the charges is a member of the Local Union Executive Board, or if a member of the Local Union Executive Board is unable to attend the hearing for any reason, then the principal executive officer of the Local Union shall appoint an uninvolved member as a substitute. If either the President or Secretary-Treasurer of the Local Union is charged or is preferring the charges or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and Secretary-Treasurer of the Local are charged or are preferring the charges, or for any reason are unable to attend the hearing, the remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by against or involving a majority of the members of a Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision-making process of the trial body.

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

(2) Charges. Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer of the body, which is to hear the charges, who shall serve the charges and notice of the hearing upon the accused either in person or by registered or certified mail at least ten (10) days prior to the hearing. No hearing on any appeal shall be held less than ten (10) days from the date on which notice of the hearing has been served on the parties unless all parties agree to waive this requirement. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these Bylaws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, dates and places. If charges are filed, the charging party must include in the charges all alleged offenses of which he has knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. He may not subsequently file additional charges based upon facts of which he had knowledge, 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 years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments, and other financial obligations. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same as arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered on those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

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

(4) Rights of the Accused. Throughout the proceeding, there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be supported by a preponderance of reliable evidence and a majority of the members of the panel must vote to find the charged party guilty. The accused shall have the right to present his own evidence, rebut testimony against him, present witnesses. The charging party, the accused and the Local Union Executive Board may select only a member in good standing of the Local Union to

represent them at a hearing conducted before any trial or appellate body. Witnesses need not be members of the Union. The hearings shall be open to other members, subject to the discretion of the Local Union Executive Board in maintaining order and in excluding witnesses except when testifying.

(5) Action by the Local Union Executive Board. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearings and shall have 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 to 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.

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

(6) Appeals. Appeals shall be taken pursuant to the provisions of Article XIX of the International Constitution.

Section 21

BONDING

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

(B) If the Local Union Executive Board, in its sole judgment, believes that it would be to the advantage of this organization to join with the International and/or any or all of its 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 Local Union Executive Board is authorized and empowered to enter into such arrangements and pay from the general funds of this Local Union the cost for bonding these persons in this Local

Union, but such surety coverage shall conform to the requirements set forth in Section 21(A).

(C) Should the bond of any person required to be bonded be canceled after surety coverages has been afforded, then such person shall be allowed thirty (30) days within which to arrange either for reinstatement of his coverage or the substitution of another bond meeting the requirements of Section 21(A) to take the place of the canceled bond. However, during the period such person or a new officer is not covered by such surety bond, the Local Union 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 or officer referred to in Section 21(C) cannot within thirty (30) days provide the surety bond required in conformity with the provisions of Section 21(A), the Local Union Executive Board shall be authorized and empowered to permit him to remain in his office or 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.

Section 22

RULES OF ORDER

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

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" is basis for removal.

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

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

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

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

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

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

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

Rule 12. When an appeal is made from the decision of the Chair, said appeal shall be stated by the Chairman to the meeting in these words; "Shall the decision of the Chair be sustained as the decision of this meeting?" The member taking the appeal will have the right to state the grounds of appeal, and the Chair will give his 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 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. In presenting a motion, a brief statement of its objects may be made, but no discussion of its merits shall be admitted until the question is stated by the Chair.

Rule 15. Any member may call for a division of a question when the subject or sense admits thereof.

Rule 16. All votes other than amendments to these Bylaws or Rules of Order may be reconsidered at the same or next succeeding meeting upon a motion made and seconded by two (2) members who voted in the majority, provided a majority of the membership present and voting agrees thereto; but after a motion to reconsider has once been lost, it shall not be renewed.

Rule 17. The following motions shall have precedence in the following order: first, to adjourn; second, to close debate; third, to take up the previous question; fourth, to lay on the table; fifth, to postpone indefinitely; sixth, to postpone to a definite time; seventh, to refer; eighth, to amend. The first four shall be decided without debate.

Rule 18. When a question is postponed indefinitely, it shall not come up again, except upon a majority vote of the members present and voting.

Rule 19. 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 20. The call for the previous question on the original motion may be made by six (6) members and shall be put in this form: "Shall the main question be now put?" If adopted, the effect shall be to take up the question on the original motion to the exclusion of all debate and all amendments which have not been adopted.

Rule 21. If proper motion to amend has been made, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall then be put as follows; (1) amendment to the amendment; (2) amendment; (3) original proposition.

Rule 22. A motion to adjourn shall always be in order except: (1) when a member has the floor; (2) when members are voting; (3) when a motion is pending.

Rule 23. A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.

Rule 24. 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 25. When the presiding Chairman 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 Chairman shall recommence taking the vote.

Rule 26. One (1) tap of the gavel shall call to order; two (2) taps to be seated; three (3) taps to rise.

Rule 27. Any question on procedure in debate, not provided for herein, shall be governed by Robert's Rules of Order, Revised.

Rule 28. All rulings of the presiding officer on procedure which are not challenged during the meeting become final and unappealable upon adjournment of the meeting.

Section 23

STANDING COMMITTEES

The Standing Committees of this Local Union may include Committees on Bylaws, Political Action and Legislation, Finance and Organization, Application, Unemployment,

Grievance and Benefits, and such committees shall perform such duties and functions as shall be assigned to them from time to time by the Local Union Executive Board.

Section 24

INTERNATIONAL CONSTITUTION

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

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

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

Section 25

LOCAL UNION PROPERTY

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

Section 26

NEGOTIATIONS, RATIFICATION OF AGREEMENTS, STRIKES AND LOCKOUTS

(A) Whenever a collective bargaining agreement is about to be negotiated, modified, or extended at the request of this Local Union, the Secretary-Treasurer shall call a meeting at which the membership shall determine and authorize the bargaining demands to be made. The Local Union Executive Board shall determine whether such 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 the Local Union may be accepted, modified, or rejected by the overall negotiation committee in accordance with such rules and procedures as may be adopted by the area-wide, conference-wide, or national bargaining group.

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

(C) Ratification of agreements or amendments shall be subject to vote in the same manner as provided for in connection with bargaining demands as set forth in Section 26(A), or in the case of area-wide, conference-wide or national agreements in accordance with the Constitution and rules adopted by such bargaining group, except that where the General Executive Board has directed the Local Union to refrain from executing such agreement, no proposed agreement shall be considered ratified by and vote until and unless it is specifically approved by the General Executive Board. In such cases where area-wide, conference-wide or national agreements are involved, it is understood that the specified majorities of the members covered by such agreements must vote to strike as set forth in Article XII, Sections 1 or 2 of the Constitution, and in such event, such strike vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Economic and Contracts Departments of the International Union within sixty (60) days after execution, together with a list of the names and locations of employers and number of employees covered by such agreements. The Secretary-Treasurer shall, as of January first of each year submit to the Economic and Contracts Departments of the International Union a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations, and the expiration date.

(D) Agreements shall either be accepted by a majority vote of the eligible bargaining unit members voting, or a majority of members shall direct further negotiations before a final vote on the employer's offer is taken, as directed by the Local Union Executive Board. During negotiations, the Local Union Executive Board may order a secret ballot strike vote to be taken and when, in the judgment of the Local Union Executive Board, an employer has made a final offer of settlement, such offer must be submitted to the involved membership for a secret ballot vote as hereinafter provided;

(1) If more than half of the members eligible to vote cast valid ballots, then a cumulative majority of those voting in favor of the final offer shall result in acceptance of such offer; an accumulative majority of those voting against acceptance of the final offer shall authorize a strike without any additional vote being necessary for such strike authorization.

(2) If less than half of the eligible members cast valid ballots, then a 2/3's vote of those voting shall be required to reject such final offer and to authorize a strike. The failure of such membership to reject the final offer and to authorize a strike as herein provided shall require the Local Union Executive Board to accept such final offer or such additional provisions as can be negotiated by it.

When the final offer has been rejected in accordance with this Section, it shall constitute authorization for a strike at such time and under such terms and conditions as the Local Union Executive Board may determine.

Any question arising from the application or interpretation of this Section shall be decided by the General President whose decision shall be final.

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

(E) Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated and

approved on a state, multi-state, multi-area, multi-employer or national, company-wide or area basis of which unit such employer as a member. In either case, the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also, with the approval of the General President, terminate such strike without vote.

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

(G) Out-of-Work benefits shall be payable to members only as provided by and in accordance with the International Constitution and/or the Local Union 760 Defense Fund if the fund is applicable and Defense Fund Benefits are approved by the Local Union Executive Board. The Secretary-Treasurer shall be responsible for securing of such benefits where the Local Union is eligible to receive them, executing all documents required by the International and returning all monies to the International Union remaining unused by the Local Union at the close of the strike or lockout.

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

Section 27

SAVING CLAUSES

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

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

(B) If any provision of these Bylaws 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 accord with the intent and purpose of the invalid provision. If any section or subsection of these Bylaws should be held invalid by operation or law or by any tribunal of competent

jurisdiction, the remainder of these Bylaws or the application of such section or subsection to persons or circumstances other than those to which it has been held invalid shall not be affected thereby.

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

Section 28

AMENDMENTS

(A) Proposed amendments to the By laws shall be submitted in writing at a regular meeting of the Local Union only in January of each year upon initiation either by petition of seven (7) members in good standing, or by resolution of the Local Union Executive Board. Under no circumstances may these Bylaws be amended during a term of office to affect or modify the powers and duties of the incumbent officers. Such amendments may be made effective only as of the beginning of the next term of office.

(B) The proposed amendments shall then be read at two (2) consecutive regular meetings of the membership or at two (2) consecutive division, craft or place of employment or similar meetings (if the Local Union Executive Board has determined that membership meetings be conducted on such basis,) and voted upon at the third meeting or meetings. A two-thirds (2/3), vote of the members in good standing voting at such meeting shall be required for passage.

(C) Amendments to these Bylaws are subject to the approval of the General President, as provided in Article VI, Section 4 of the International Constitution and shall not be effective until such approval has been given.

(D) Nothing contained in Section 28 of these Bylaws shall preclude the Local Union Executive Board in the exercise of its discretion, from directing that a membership vote be conducted by mail referendum after appropriate notice and with safeguards to ensure the integrity of the balloting.

Section 29

OBLIGATION

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

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

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

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

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

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

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

I will never knowingly harm a fellow member.

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

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

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

Section 30

FISCAL YEAR

The fiscal year of this organization shall commence on the first (1st) day of January.