

BYLAWS

TEAMSTERS LOCAL UNION NO. 31 – REPRESENTING EMPLOYEES IN FREIGHT, CARTAGE, MOVING AND STORAGE, SPECIALIZED TRUCKING, WAREHOUSING, BUS, COURIER, AIRLINES, SPECIALIZED FOOD, OFFICE, PUBLIC SECTOR AND MISCELLANEOUS JURISDICTION, PROVINCE OF BRITISH COLUMBIA AND YUKON TERRITORY, CANADA

LOGO

As Revised and Approved October 15, 2008

#1 Grosvenor Square Delta, B.C. V3M 581

Tel.: (604) 540-6009 Fax: (604) 540-6073

Inside cover (at the front):

When leaving the jurisdiction of the Union, members must take out a Withdrawal Card.

Any Local 31 member who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges shall automatically stand suspended at the end of the third (3rd) month, and shall not be entitled to any rights or privileges as a member of the Local Union or International Union.

REMEMBER...

Notify your Local Union of change of address and/or change of beneficiary.

BYLAWS

1. NAME

This Local Union shall be known as the TEAMSTERS LOCAL UNION NO. 31 – REPRESENTING EMPLOYEES IN FREIGHT, CARTAGE, MOVING AND STORAGE, SPECIALIZED TRUCKING, WAREHOUSING, BUS, COURIER, AIRLINES, SPECIALIZED FOOD, OFFICE, PUBLIC SECTOR AND MISCELLANEOUS JURISDICTION, PROVINCE OF BRITISH COLUMBIA AND YUKON TERRITORY, CANADA and is chartered by the International Brotherhood of Teamsters.

2. JURISDICTION

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

3. PRINCIPAL OFFICE

(A) The principal office of this organization shall be located in the City of Vancouver, Province of British Columbia, Canada or at such other place as the Local Union Executive Board may designate. The organization may have such other sub-offices either within or outside the City of Vancouver 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,

4. OBJECTS

(A) The objects of this Local Union shall be:

1. To unite into one labour organization all workers eligible for membership regardless of religion, race, creed, political persuasion, colour, national origin, age, physical disability or sex, or sexual orientation;

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 of work, 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 labour 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 interest 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, the Teamsters Canada 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 labour organization is accustomed to deal with are not limited to unionism or to organizing 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 labour 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,

5. ELIGIBILITY FOR MEMBERSHIP

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

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,

The Local Union Executive Board shall determine the number of business agents necessary for the good and welfare of the Local Union and its members, the following shall be appointed by the Local Union Executive Board after consultation with members working in the geographical area to be represented; Vancouver Island, the Northern Area and the Yukon Territory and the Interior,

All other business agents shall be elected in accordance with the Local Union election procedure set out in these Bylaws,

The positions of President and Secretary-Treasurer shall be paid officers of the Union.

Business Agents may attend meetings of the Local Union Executive Board, but shall have no vote.

The Local Union Executive Board shall determine the salaries and expenses of the President, Secretary Treasurer, Business Agents, Dispatcher and Honoraria for the rank and file members of the Local Union Executive Board and report same to the next regular general meeting of the Local Union.

The Local Union Executive Board may hire organizers and dispatchers.

7. PRESIDENT'S DUTIES

The President shall be the Principal Executive Officer of this organization. In the absence of the President, the Secretary-Treasurer shall assume his duties, except for those duties assigned by these Bylaws to the Vice-President.

(A) The President shall in general, supervise, conduct and control all of the business and affairs of the Local Union, its officers and employees. He/She shall determine the number of clerical employees of the Local Union, He/She shall also select the attorneys, accountants or other special or expert services to be retained by the Local he/she shall have charge and supervision of all the officers and employees of the Local Union, including elected business agents, The principal executive officer shall also have charge of all labour controversies involving the Local Union.

(B) The President, subject to the provisions of Article XXII, Section 3, of the International Constitution, together with the Secretary-Treasurer shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all cheques on bank accounts and perform such other duties as the Teamsters Canada Bylaws and the International Constitution, these Bylaws or laws may require of him/her,

(C) The President, in conjunction with the Secretary-Treasurer, shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Local Union, which have been properly incurred as provided herein. he/she 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 President shall have authority to interpret these Bylaws and to decide all questions of law thereunder, between meetings of the Local Union Executive Board.

(E) The President shall preside at meetings of the Local Union Executive Board, shall enforce the Teamsters Canada Bylaws, the International Constitution, these Bylaws and Rules of Order adopted by this Union, and shall ensure that all officers perform their respective duties.

He/She shall also have the right to serve on all committees by virtue of his/her office.

(F) It shall be the duty of the President to preside at membership meetings of this Local Union and to preserve order therein. He/She shall have the right to serve on all committees by virtue of his/her 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.

(G) 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 the President, he/she shall not vote on motions pending before the membership meeting, except to cast the deciding vote when a tie occurs on any question, or when the vote is by ballot. The President shall announce the result of all votes and enforce all fines and penalties, and shall have the power to call special meetings.

8. 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/She shall perform such other duties and render such assistance as may be directed by the President.

9. DUTIES OF SECRETARY-TREASURER

(A) The Secretary-Treasurer shall keep or cause to be kept a correct account of all monies of the Union and perform such duties as pertain to his/her office. The Secretary-Treasurer shall immediately, upon taking office, furnish a satisfactory bond in an amount not less than the actual sum of money he/she will handle in a one-month period. he/she should see that other officers, who will handle money, will likewise furnish bonds in proportion to the amount of money handled. The premium of such bonds shall be paid by the Local Union and copies of the bonds shall be filed with the general office. The Secretary-Treasurer shall be responsible for an annual audit of the Local Union's books by a chartered accountant.

(B) The Secretary-Treasurer, upon request of any member, shall make available to the member a copy of the last annual report.

(C) The Secretary-Treasurer shall have custody of the Local Union seal and the records of the proceedings of all meetings of the Local Union and the 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 all contracts and agreements with employers.

(D) 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.

(E) Whenever a Secretary-Treasurer's term of office expires or is otherwise terminated, he/she must see that his/her successor is properly bonded and a copy of the bond sent to the

office of the General Secretary-Treasurer before he/she transfers to his/her 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 seven (7) years. In the absence of the President, the Secretary Treasurer shall assume the duties of the President.

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

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/She shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the principal executive officer or authorized by membership resolution. In his/her absence, the President shall appoint a member to act as Recording-Secretary, pro tempore, who shall have the duties set forth above. The President shall appoint a member or members to keep minutes of every meeting of the members involved. Minutes of division or craft meetings shall be read and approved at the next following meeting of the division or craft involved.

11. DUTIES OF TRUSTEES

It shall be the duty of the Trustees to conduct or have conducted a monthly audit of the books of the Local Union and the results thereof shall be reported quarterly. 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/her reasons for declining to do so and shall also advise the General Secretary-Treasurer of those reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not be a valid basis for refusing to sign the books. The Trustees' reports shall be sent to the General Secretary-Treasurer as required by the International Constitution. They shall receive and review the original surety bond covering each officer, employee and representative of the Local Union required to be bonded and retain it at the Local Union's principal office. They shall have the duty to see that such bonds are current and enforceable. In the event of the unavailability of a Trustee, the remaining Trustee(s) shall perform the above functions. In performing their functions, the Trustee(s) may avail themselves of the services of the chartered accountant retained by the Local Union Executive Board.

12. DUTIES OF WARDEN AND CONDUCTOR

A warden and a conductor may be appointed by the Chair and may be removed by him/her. If appointed, the warden shall have charge of the inner door and shall admit only those entitled to be in attendance. He/She shall not allow any member "under the influence" to enter the meeting place. He/She 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/She shall also escort all guests to the Chair. He/She shall perform the duties of the warden in his/her absence.

13. BUSINESS AGENTS AND ASSISTANT BUSINESS AGENTS

In accordance with Article XXII, Section 8, of the International Constitution, Local Unions which had Bylaws providing for elected Business Agents at the time of the 1981 Convention may continue to elect Business Agents. However, Local Unions which had Bylaws providing for appointed Business Agents or did not have Bylaws providing that Business Agents be elected, should provide as follows: "Business Agents and Assistant Business Agents shall be appointed and may be removed at will only by the appointing authority. Elected officers may be appointed as Business Agents or Assistant Business Agents." Appointed Business Agents cannot be appointed for a period beyond the term of office of the appointing authority.

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

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

- (a) Make and change rules and regulations not inconsistent with these Bylaws, the Teamsters Canada Bylaws or the International Constitution for the management and conduct of the affairs of this Local Union.
- (b) Provide the salaries for the officers and business agents and provide the allowances, direct and indirect, disbursements of expenses for officers and business agents. The Local Union Executive Board may establish a dues check-off procedure for Local Union officers and employees belonging to this Local Union.
- (c) 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 re-payment as it deems appropriate - all to the extent provided by law.

(d) Provide for the 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 chartered accountant at least once a year.

(e) 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. The Local Union Executive Board shall be empowered to initiate or defend litigation to protect the Local Union or its officers against libel or slander, allegations of improper conduct, or any interference with their legal rights.

(f) 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.

(g) 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. The Local Union Executive Board shall designate other officers for the President or Secretary-Treasurer for the purpose of signing cheques 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.

(h) 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; specific authorization at a membership meeting shall be required for such expenditures, excepting for routine expenditures not of a substantial nature.

(i) 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.

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

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

(l) Elect trustees of health and welfare or pension trust funds negotiated directly by the Local Union, except the principal officer who shall be appointed automatically.

(m) 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 Teamsters Canada Bylaws, the International Constitution or these Bylaws.

(n) 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.

(o) Affiliate this Local Union with Joint Council No. 36 and the Teamsters Canada and, in addition to these, 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.

(p) Enter into jurisdictional settlements and comply with jurisdictional awards on behalf of the Local Union in accordance with the policies and directives of the International Union.

(q) 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 Union 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 President, upon notice to all Board members. 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 or any meeting of the Board. The action of a majority of the Local Union Executive Board present at a meeting at which a quorum is present shall be the action of the Board.

(E) Create, issue and make deeds, mortgages, trust agreements, contracts and negotiable instruments secured by mortgage or otherwise as provided by resolution of the membership, and may act by telegram, letter or telephone. When action by the Local Union Executive Board is required, the principal executive officer may obtain same by telegraphing, writing or telephoning to the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner 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 shall be confirmed at the next formal session of the Executive Board.

(F) Officers who are full time employees of the Local Union shall not receive additional payments for attendance at Executive Board or membership meetings.

15. OFFICERS - GENERALLY

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

I, (name), do most sincerely promise, upon my brotherly honour as a trade unionist and a Teamster that will truly and faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and Bylaws of this Union. As an officer of this great Union, I will, at all times, act solely in the interests of our members, devote the resources of our Union to furthering their needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union, and to protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, that I will, at all times, by example, promote harmony and preserve the dignity of this Union. I also promise that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office.

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

(C) All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any federal or provincial agency either for, and on 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.

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

(E) The officers, business agents and other representatives of this Local Union occupy positions of trust in relation to the Local Union and its members as a group and are therefore accountable to the membership with respect to the performance of their duties in handling funds and property of the Local Union. The failure or refusal by an officer, business agent or other representative of this Local Union, 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/her 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 21, hereof.

(F) The elected officers and business agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position and in accordance with the applicable provisions of the Teamsters Canada Bylaws, the International Constitution and the Constitution and 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.

16. EXPENSES AND AUTOMOBILES

(A) Allowances: Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and receive no compensation for overtime, or premium pay; also, recognizing that such individuals are required to pay varying amounts for lodgings and meals, depending upon the city to which they travel, which amounts are sometimes less, but more often, more than the allowances given them; and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities, in addition, to their specific duties as provided in the Constitution and these 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 in such amount (daily, weekly or monthly) as the Local Union Executive Board may determine.

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/her authority, the labour organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him/her, 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 is empowered to advance up to \$4,500.00 by way of an interest-free loan to newly elected paid officers or newly hired business agents to enable them to purchase automobiles for use in performing their duties, provided that such loans shall be repayable at a rate not less than \$125.00 per month and provided the full amount of the loan is paid in less than 36 months.

It is understood that this advance for newly elected officers and business agents is of one time only, providing he/she continues in office.

(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 compensation and allowances. The Local Union Executive Board or the principal executive officer is authorized to make any Local Union officer or employee advances on his/her salary and/or vacation pay.

17. **NOMINATIONS AND ELECTIONS OF OFFICERS/RULES**

(A) Time of Nominations and Elections:

Meetings as hereinafter established for nominations of officers shall be held in October subject to the provisions of the Teamsters Canada Bylaws and the International Constitution. Elections shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections and such time and place and other relevant arrangements shall be convenient to the greatest possible attendance by all the members.

This Local Union shall elect its officers by secret ballot not less often than once every five (5) years.

(B) Notice of Rules, Nominations, Meetings and Elections:

At least thirty (30) days prior to the date of the nomination meeting, specific notice of the date, time and place of the nomination meetings and the offices to be filled shall be mailed or shall be published in any Local Union publication mailed to the membership (except that the notice of nominations and election may be combined); each member shall be advised in such notice that the election rules are set forth in these Bylaws, the Teamsters Canada Bylaws and the International Constitution, which are available, upon request.

(C) Eligibility of Members:

(a) Every member whose dues are paid up through the month which is prior to the month in which the nominations or elections are held shall have the right to nominate, vote for, or otherwise support the candidate of his/her choice.

(b) 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 the nomination for said office and must be eligible to hold 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/her card in the month immediately following the month for which it was effective and pays his/her dues for both months in a timely manner as provided in Article X, Section 5(c), such period of withdrawal shall not be considered a break in continuous good standing in the Local Union,

(c) Payment of dues after their due date shall not restore good standing status for such month or months in computing the continuous twenty-four (24) months good standing status required by this Section as a condition of eligibility for office. No member shall lose his/her good standing status for any month in which his/her dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union. However, a member on dues check-off, whose employer fails to

make a prior deduction during any month in which the member has earnings from work performed during the month from which the dues could have been deducted, or has earnings from which the employer normally makes a 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.

(d) 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 on the facts presented. Periods of unemployment during the twenty-four (24) month period preceding the nomination shall not be considered a break in active employment at the craft within the jurisdiction of the Local Union if the nominee was actively seeking and available for employment in the craft.

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.

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

(D) Nomination Procedures:

(a) Nominations shall be held in accordance with provisions of Section 16(A) above at a general or special membership meeting(s), or at a meeting(s) of each separate division, craft or place of employment authorized by the Local Union Executive Board to hold separate meetings. If nominations are held at a separate division, craft or place of employment meetings, the members may nominate candidates from their own or any other division, craft or place of employment for election to Union office. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting, and complete minutes shall be kept of that business. Nothing in this provision shall prohibit the holding of special meetings, at which meetings, nominations and the conduct of the election shall be the sole order of business.

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

(c) 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.

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

(e) If an election committee is used after nominations, each candidate may designate one (1) member for service thereon, who shall thereupon be appointed by the President.

(f) In the event only one (1) candidate is named 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(s), effective as of the conclusion of the term of the previous incumbent.

(g) A member otherwise eligible to run for office shall become a bona fide candidate only upon his/her declaration for such candidacy.

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

(h) If any nominee should die before the election, his/her name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office as provided in Section 16(D) (i).

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

(E) Elections

(a) After the nominations' meeting, but not less than thirty (30) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be mailed to each member at his/her last known home address, if no notice has previously been sent. The election shall be held at such place or places and at such time, not earlier than thirty (30) days after the nomination meeting as may be designated by the Local Union Executive Board.

(b) Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy voting. Each such member shall be entitled to one (1) vote. The Local Union Executive Board shall have the authority to establish all rules and regulations for the conduct of the election to supplement the provisions of the Teamsters Canada Bylaws, 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. Applications for absentee ballots shall be made to the Secretary-Treasurer not less than five (5) days prior to the date set for election and shall contain the grounds therefore. Absentee ballots shall be valid only if they are received by noon of the day on which the polls close. Absentee voting shall be conducted with all proper safeguards for secrecy of the ballot. Voting by writing in the name of a person who was not duly nominated shall not be permitted. Any ballot shall be declared void if it contains any mark other than the voting mark.

(c) Each candidate, at his/her own expense, shall have the right to have an observer other than himself/herself at each polling place who must be a member of the Local Union in good standing at the counting of the ballots. Observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in a blank 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 in sufficient number to affect the result of the election. The blank envelope containing the ballot shall not be opened until such time as all challenges have been ruled upon. Upon request of any candidate, deemed reasonable by the election committee, voting machines, if used, shall be checked for proper operation. Candidates shall have the right to be present at the counting of the ballots.

(d) To be eligible to vote in the election, a member must have his/her 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 re-election between only the candidates who have tied for the highest number of votes and only for that principal office. The officers-elect may be installed at the same meeting at which they are elected or, if not elected at a meeting, at the next meeting following their election. The officers-elect shall take office at the end of the term of the incumbent officers regardless of the date of installation, which installation may take place at either the same meeting at which they are elected or, if not elected at a meeting, at the next meeting following their election. Except as provided above, no run-off election shall be held.

(e) No officer may run for another office in this Local Union, the term of which covers part of his/her current term, unless he/she resigns from his/her current office, effective upon the certification of the results of the election. He/She shall announce his/her intention to resign not later than fifteen (15) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by his/her resignation. No officer may hold another office in

any other Local Union (other than a trustee Local Union) during his/her term of office, except by authorization of the General President and the Local Union involved.

(f) 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.

(g) 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.

(F) Duties of Secretary-Treasurer in connection with Nominations and Elections

(a) The Secretary-Treasurer shall at least thirty (30) 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.

(b) 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.

(c) Unless a joint nomination election notice was sent, the Secretary-Treasurer shall give written notice to the membership of the Local, at least thirty (30) days prior to any election date of the time, place, date, hours and numbers of offices upon which voting shall be held, by mailing such notice to the member's last known home address.

(d) 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 in advance. 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. No officer or business agent shall peruse or censor any candidate's material prior to mailing.

(e) The Secretary-Treasurer, to the extent required by law, shall upon reasonable notice make

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

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

(a) 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, who shall decide such an appeal within seven (7) days after receipt of the protest. The decision of the General President shall be appealable to the General Executive Board pursuant to the provisions of Article V I, 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 protestor 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 the protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer who shall refer the protest or charges to the Local Union Executive Board for disposition. The decision of the Local Union Executive Board shall be appealable to the General President, pursuant to the provisions of Article VI, Section 2, of the International Constitution.

(b) In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or charge shall be made in writing by such member within seventy-two (72) hours setting forth the exact nature and specification 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 with which the Local Union is affiliated and the protest or charge shall be referred to the Joint Council Executive Board for disposition. The Joint Council Executive Board shall meet to consider the protest and shall conduct a hearing as prescribed by Article XIX of the International Constitution. The decision of the Joint Council Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention in accordance with the provisions of Article XIX, of the International Constitution to the extent that such provisions may be applied to an election protest or charge.

18. **DUES AND INITIATION FEES**

(A) The minimum monthly dues of this organization shall be calculated on the basis of the formula set forth in Article X, Section 3(d), of the International Constitution. In no event shall monthly dues be less than the minimum established in the International Constitution. **Notwithstanding the above, the dues rate for all members of Local 31 shall be two and one-half times (2.5) their applicable hourly rate.**

(B) Initiation fees for membership in this organization shall be as set out by the Local Union Executive Board provided, however, that such initiation fee be waived or reduced in connection with the organization of unorganized employees at the discretion of the Local Union Executive Board.

(C) Re-initiation fees shall be as set by the Local Union Executive Board.

(D) Any member who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges shall automatically stand suspended at the end of the third month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of his/her suspension. Upon payment of the delinquent dues and re-initiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. 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.

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

(F) 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 general or special assessment shall be increased or levied. The notice shall indicate that a proposed increase or assessment is being 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 Bylaws.

5. Nothing in Section 17(F), of these Bylaws shall preclude the Local Union Executive Board in the exercise of its discretion from directing that 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.

19. MEETINGS

Membership meetings shall be general or special.

(A) Regular General Membership meetings:

- (a) 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 the membership, except where otherwise approved by the General Executive Board. The General Executive Board shall establish such conditions relative to the holding of meetings as in its judgment it deems advisable. Membership meetings may be suspended during any three (3) months between June

and October by action of the membership at a meeting after reasonable notice of the intention to vote upon such question.

The time frame for such meetings shall be 7:00 to 9:30 p.m.

(b) Members in attendance at membership meetings shall have the right to express their views, arguments or opinions upon any business properly before the cuttings 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 01' contractual obligations.

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

At any time when in the judgment of the presiding Chairman of the meeting it appears (hat 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.

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 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.

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

(d) 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.

(e) On all such 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 matters.

(f) No delegation shall be admitted to a regular general meeting, unless it has the approval of the Local Union Executive Board.

(g) No religious or political propaganda shall be brought before or discussed at any regular general meeting, unless it has the approval of the Local Union Executive Board.

(h) No member shall knowingly bring the internal affairs of the Local Union before the public or discuss same with any person, not a member of the Local, without prior approval of the Executive Board.

(B) Special Meetings

The Local Union Executive Board may call special general meetings from time to time. No business may be transacted at a special meeting, except that for which it is called and which must be specified in the call.

(C) Quorum

The quorum of a general or special membership meeting shall be fifteen (15) members, excluding Executive Board and other paid employees of the Local. In outlying areas, all those present shall constitute a quorum.

The Local Union Executive Board shall establish the number constituting the quorum for division, craft or place of employment meetings.

(D) The President or his designee shall call the meeting to order. The order of business at a regular membership meeting of the Local Union shall be as follows:

1. Opening
2. Roll Call of officers
3. Reading minutes of previous meetings
4. Initiation
5. Communications
6. Unfinished Business
7. New Business
8. Nomination and Election of officers (if applicable)
9. Reports of officers, delegates and committees
10. Good and Welfare of the Union
11. Draw
12. Adjournment

The order of business shall be suspended by a majority vote of the members present.

20. **MEMBERSHIP**

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

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

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

(c) The Local Union shall have accepted his/her application and dues.

(d) He/She shall have taken the oath of obligations as a member at a regular meeting following the action upon his/her application, unless dispensed with by the Local Union by policy or practice provided, however, that no applicant shall become a member in the first ten (10) days following the filing of his/her written application.

(e) 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 initiation fees on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. All new members presenting themselves for initiation shall receive upon request a free copy of the International Constitution and the Local Union Bylaws from the Local Union. However, any alleged failure to receive such copy shall not excuse a member from violation of any duty or obligation imposed upon him/her by his/her oath of once, initiation or membership.

(B) **Good Standing**

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

(b) A member in a suspended status because of his/her failure to pay his/her dues or other obligations as required by the Teamsters Canada Bylaws, the International Constitution and these Bylaws, and not suspended or expelled from membership pursuant to disciplinary action, may re-instate his/her good standing, for the purpose of attending Local Union meetings and voting at elections by the payment of all delinquent dues and other financial obligations prior to such meeting and election.

(C) **Issuance of Transfer and Withdrawal Cards**

(a) 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 honourable withdrawal cards must be handled in strict compliance with Article XVIII, Sections 6 and 7, of the International Constitution.

(b) When the Local Union is required to give to a member an honourable withdrawal card under the terms of the International Constitution and its Bylaws, it may provide for the continuance of Local Union benefits to such member or inactive member under conditions which it may set forth, but such member or 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.

(c) When a member desires to return to work under the jurisdiction of Local 31, he must first deposit his withdrawal card with this Local Union. It is a violation to work in the industry while in possession of a withdrawal card.

(d) Any incumbent officer of this Local Union who retires from his/her office shall cease to hold any other office or position he/she occupies by virtue thereof as of the effective date of his/her retirement.

(e) Upon being officially notified by the appropriate labour relations tribunal that a bargaining unit certified to the Local Union has de-certified, the Local Union shall immediately issue withdrawal cards to all employees in that bargaining unit.

(D) Approval of Bylaws

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, local or provincial law.

(E) Responsibility of Members to the Local Union

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

(b) Every member, by virtue of his/her membership in this Local Union, authorizes this Local Union to act as his/her exclusive bargaining representative with full and exclusive power to execute agreements with his/her employer, governing terms and conditions of employment and to act for him/her and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his/her employment with such employer in such manner as the Local Union or its officers deem

to be in the best interests of the Local Union, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters. The Local Union and its officers, business representatives and agents may decline to process any grievance, complaint, difficulty, or dispute, if in their reasonable judgment such grievance, complaint, or dispute lacks merit. The provisions of Article XII, Section 2, relating to area, multi-area, national company-wide or industry-wide contracts, shall supersede any provision of this Section.

(c) No member shall interfere with 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.

(d) Every member shall follow the Rules of Order at all meetings of the Local Union.

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

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

(F) Duties of Members

(a) It shall be the duty of all members to attend the meetings of the Union.

(b) Members shall carry their membership identification card and their current dues receipts at all times and produce same, upon request

(c) The Local shall supply members with the regular working button free, to all members in good standing. Members working for companies having an agreement with the Union shall wear the working button at all times, when on the job. Members refusing to comply shall be subject to discipline. Any member losing his working button shall be supplied with another, if requested and available.

(d) Every member shall immediately report to the Local Union any violation by his/her employer of a collective agreement between the employer and the Local Union. Any members who fails to report such violation, will be tried in accordance with Article XIX, of the International Constitution, and if found guilty, may be fined, suspended, or expelled as the

Executive Board in its discretion shall determine.

(e) No member shall work for pay during his/her annual holidays.

(f) No member when receiving his full quota of hours shall take additional employment elsewhere.

(g) Ignorance of the scale of wages or conditions thereof shall not excuse a member from punishment who shall violate same. Any member who is fined or disciplined must be afforded a full and fair hearing in strict compliance with Article XIX, of the International Constitution.

(h) In the event of a strike in the Local Union against any company, it will be the responsibility of each member affected to register with the Local Office and stand picket duty, where requested. Failure to do this shall result in a hearing in strict compliance with Article XIX, of the International Constitution, and the member, if found guilty, may be subject to a fine of not less than fifty dollars (\$50.00).

(i) It shall be a violation of these Bylaws for any member to refuse, or neglect on demand, to produce any pay records when requested by a shop steward or any officer of the Local Union.

(j) It shall be a violation of these Bylaws for a member to start work before his assigned starting time.

(G) Rights of Members

No provision of these Bylaws, rules, parliamentary procedures 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:

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

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

(c) The right to meet and assemble freely with other members and to express 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;

(d) The right to information concerning the conduct of Local Union business;

(e) The right to institute an action in any court or in a proceeding before any administrative agency, irrespective of whether the 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 Teamsters Canada Bylaws, the International Constitution and applicable law; and

(f) Each member shall be mailed a copy of these Bylaws.

21. CHARGES AND TRIALS

(A) Ignorance of the Bylaws shall be no defense to a charge laid for breach of the Bylaws. Each member of this Union shall have the right to fair treatment in the application of union rules and law in accordance with the Teamsters Canada Bylaws, 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 labouring 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 rights, these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

(B) Trials and Appeals

(a) Trial: Every member charged with a violation of these Bylaws, the Teamsters Canada 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 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 Teamsters Canada Bylaws, 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 remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by or 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 Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision making process of the trial body.

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

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

(c) Non-compliance: 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.

(d) Rights of the Accused: Throughout the proceeding, there shall be presumption of innocence in favour 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. Clear and convincing evidence must be presented to support the charges and the accused shall have the right to present his/her own evidence, rebut testimony against him/her, present witnesses favourable to him/her and cross-examine adverse witnesses. The charging party, the accused and the Local Union Executive Board may select only a member in good standing of the Local Union to represent them at a hearing conducted before any trial or appellate body. Witnesses need not be members of the Union. The hearings shall be open to other members, subject to the discretion of the Local Union Executive Board in maintaining order and in excluding witnesses, except when testifying.

(e) Action by the Local Union Executive Board: A summary of the testimony and evidence introduced at the hearing shall be made and a copy of such summary shall be furnished the accused. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearings and shall have the authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be received by the Executive Board

not later than five (5) business days prior to the scheduled commencement of the hearing and shall be honoured. If the Local Union Executive Board decides to have a transcript or recording of the hearing made, the Local Union Executive Board shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any interested party for copying or consultation without cost. If on appeal any appellate body makes a transcript or recording of the proceedings on appeal such appellate body shall furnish a copy of the same to the accused and to other interested parties upon payment of the cost for same, or shall make such copy available to any party for copying or consultation without cost. Within a reasonable time after completion of the hearing, the Local Union Executive Board shall decide the case, The decision of the Local Union Executive Board shall contain in writing the charges, its own factual findings and decision. 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 principal office until final disposition is made of these charges.

(f) **Appeals:** Appeals shall be taken pursuant to the provision of Article XIX of the International Constitution.

(g) The basis for charges against members, officers, elected business agents, local unions, joint councils, or other sub-ordinate bodies for which he/she or it shall stand trial shall consist of, but not limited to, the following:

1. Violation of any specific provision of the Constitution, Local Union Bylaws, or Rules of Order, or failure to perform any of the duties specified thereunder.
2. Secession or fostering the same.
3. Crossing an authorized picket line.

Any member, who (1) knowingly, goes to work or remains in the employment of any person, firm or corporation whose employees are on strike or lock-out, unless he/she has permission from the International Union, the Joint Councilor his/her Local Union, may be tried by the Executive Board of his Local Union. Any member who (2) knowingly, gives or attempts to give, directly or indirectly, any information to any employer on an unfair list or whose employees are on strike or lock-out, or whose employees are trying to prevent an increase in hours of labour or a decrease in wages, for the purpose of assisting such employer, or for any gain or promise of gain, or who (3) knowingly, goes to work or remains in the employment of any person, firm or corporation on an unfair list of the International Union without permission from the International Union, the Joint Council or his Local Union, may be tried in the manner provided for trial of other offenses. It is recommended that the penalty for violating this section shall be a fine equal to wages earned while working in violation of this section. For repeated violations, suspension or expulsion in addition to a fine, should be considered.

22. **BONDING**

(A) Every officer, agent, employee and 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 for 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 cancelled after surety coverage has been afforded, then such person shall be allowed thirty (30) days within which to arrange either for reinstatement of his/her coverage or the substitution of another bond meeting the requirements of Section 21(A), to take the place of the cancelled 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 necessary to relieve such person of the handling of any money or property of the Local Union.

(D) If an employee or official 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/her to remain in his/her office or position under such arrangements as it may consider reasonable but shall not require or permit him/her to handle any of the money or control any of the property of the Local Union.

23. 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 who 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 object 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 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/she 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/she 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.

24. COMMITTEES

The standing committees of this Local Union may include committees on bylaws, dispatch, ballot, 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. Such committees shall be elected by the membership at general meetings or specially called meetings.

25. DELEGATES

Any member or members elected or appointed as delegates to any body to represent this Local, must attend the meetings of the body they are elected to, and shall report back to this Local a true and correct report on any matters that are of interest to this Local, which may be considered by the meeting they attended.

26. INTERNATIONAL CONSTITUTION

The Local Union acknowledges that the Constitution of the International Brotherhood of Teamsters supersedes any provisions of these Bylaws herewith or hereinafter adopted which may be inconsistent with such Constitution. The Local Union hereby 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, nor any of its officers, representatives or employees has been authorized or empowered to act as an agent of the International Union or any of its affiliated bodies and shall not be deemed an agent for any such body unless expressly authorized in writing by the governing body of such body to act in that capacity. No agreement or contract shall be binding upon this Local Union unless executed and delivered by its duly authorized officers and a contractual agreement for personal services shall not be binding beyond the expiration of the term of the Executive Board at the time such contract or agreement is made. This shall not prevent a local union executive board from entering into a bona fide collective bargaining agreement with another union covering local union employees, subject to the requirements of Article XXII, Section 2(b) of the International Constitution.

27. 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 and whose purpose is to provide benefits for the Local Union

itself or the members of the Local Union or their beneficiaries shall be given, contributed, donated or appropriated, either directly or indirectly, to aid or assist or be expended in behalf of any seceding, dual or antagonistic labour organization or group, nor to any local union which is acting in violation of the Constitution of the International.

28. NEGOTIATIONS, RATIFICATION OF AGREEMENTS, STRIKES AND LOCKOUTS

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.

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

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.

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

29. SAVINGS 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 the Teamsters Canada Bylaws, the International Constitution and these Local Union 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 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 provincial governments, 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 laws should be held invalid by operation, or by 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.

30. AMENDMENTS

(A) Proposed amendments to the Bylaws shall be submitted in writing at a regular meeting of the Local Union only in February 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 officer(s) or elected business agents. Such amendments may be made effective only as of the beginning of the next term of office,

(B) The proposed amendments shall be read at the February and March meetings of the membership, or at the 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 April meetings. A majority vote of the members in good standing 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.

31. OBLIGATIONS

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

I, (name) _____ pledge my honour to faithfully observe the Constitution of the International Brotherhood of Teamsters and the Bylaws of this Local Union. I pledge that I will

comply with all the rules and regulations 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, colour, religion, sex, age, physical disability, or national origin, or sexual orientation.

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

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

32. DEATH BENEFIT

(A) In order for a member to be eligible for a death benefit or a benevolent benefit, he must have paid his initiation fee in full and have been in good standing for a period of three months immediately preceding the date of his application for such benefit.

(B) Local 31, as part of the Teamsters Joint Council No. 36, has the following benefits in operation:

Active members of all locals affiliated with the Joint Council No. 36 who have been active members in good standing for a period of not less than three continuous months shall be eligible for life insurance in the amount of Two Thousand Dollars (\$2,000.00) Death Benefit. In the event of death from any cause, life insurance under the Plan will be paid to the beneficiary named. A beneficiary may be appointed or changed (within the limits of the law) or the insurance may be declared for the benefit of the member's estate, by completing a form, which may be obtained on request. The insurance shall automatically cease of termination of active membership or on the date the Union ceases to make premium payments with respect to a member,

33. BENEVOLENT FUND

The sum of Five Thousand Dollars (\$5,000.00) will be transferred from the general fund to establish the Benevolent Fund.

The purpose of the Benevolent Fund is to provide assistance to members of the Local who are in an emergent situation requiring financial aid.

The Benevolent Fund shall be supervised and administered by the Local Union Executive Board (or by a committee of three members thereof).

The Local Union Executive Board or committee shall prepare regulations for the granting of assistance covering, amongst other things, the form of application for assistance, the circumstances under which assistance may be given, the amount of such assistance, whether such assistance should be in cash or kind, secured or unsecured, and all matters relating to re-payment or non-payment of same. Such regulations shall be approved by a regular general meeting.

Whenever the assets of the Fund falls below Two Thousand, Five Hundred Dollars (\$2,500.00), the Local Union Executive Board may levy an assessment of a sum not to exceed One Dollar (\$1.00) per member per month until the Fund reaches Five Thousand Dollars (\$5,000.00).

Any benefits shall be payable only to the extent that there are monies in the Fund,

Nothing herein contained shall give any member the right to claim against the Fund and any payment made from such Fund shall be deemed to be a matter of grace and not a matter of right.

The Local Union Executive Board shall prepare and present to the membership, once a year, a financial statement of the Fund, including its assets, income and disbursements.

A member or officer of the Local Union charged with any offense constituting a violation of these Bylaws or of the International Constitution shall be tried in the manner provided for under Article XIX, of the International Constitution,

34. SHOP STEWARDS

(A) The Local Union representative is responsible to appoint or have elected shop stewards by the employees concerned. The Union representative may replace shop stewards by appointment or election.

(B) Except as provided for in the collective agreement, no member shall interview an employer on union business unless in company with a paid union representative or shop steward. All shop stewards shall wear shop steward's buttons at all times when on the job. No member shall engage in collective bargaining with an employer without the proper approval of a paid union representative.

35. FISCAL YEAR

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

Inside cover (at the back):

A good Union member is an informed Union member

ATTEND YOUR UNION MEETINGS!

- Notify your Local Union office of any change of address
- If you leave the industry, you must immediately request a Withdrawal Card from your Local Union office
- Support your Local Union In Unity there is Strength