

## **PREAMBLE**

Our aim in this Organization will be to promote and protect the interest of our membership, to elevate the moral, intellectual and social conditions of all Union members, to assist each other in sickness and distress, to cultivate a feeling of Brotherhood, and to assist each other securing employment. To aid and assist all organizations to uphold the dignity of labor and resist oppression by honorable means. To hold its sacred principle, that Union members, above all others, should set a good example as good and faithful workers, performing their duties to their employer with honor to themselves and their organization. We resent the principle of open-shop association, and the association with any other Union or organization, and will continually strive for the enactment of legislation, which will enable us to achieve our objectives. So, with these aims and principles in mind we the members shall be known as the Independent Union of Concrete Handlers.

# **Article 1**

## **ORGANIZATION**

The name of this Organization shall be known as: Independent Union of Concrete Handlers, Drivers and Operators. (IUCH).

# **Article 2**

## **JURISDICTION**

The authority of this Organization shall be determined by a majority vote of members in good standing at the time of the vote. The members in good standing shall be determined by Article 4, Section B of these Bylaws.

# **Article 3**

## **PURPOSE**

Recognizing that this Organization's role extends beyond unionism, organization, and collective bargaining to encompass a wide range of economic and social objectives, we assert that this Organization's efforts in pursuing its objectives benefits both the Organization and its members.

Therefore, our purpose is as follows:

- To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, gender, or any other protected class. To engage in organizing workers and provide services to Concrete Handlers, Drivers, and Operators.
- To secure improved wages, hours, working conditions and other economic advantages through organization, negotiations, collective bargaining, legal and economic means, and other lawful methods.
- To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers.
- To protect and preserve the IUCH as an institution and to perform its legal and contractual obligations.
- To receive, manage, invest, expand or otherwise use the funds and property of this Organization to carry out the duties and to achieve the purposes and objectives set forth in these Bylaws.

## **Article 4**

### **A. Becoming a Member**

A Concrete Handler Driver and Operator may become a member of the IUCH only after both of the following requirements have been satisfied:

- The prospective member has executed a written authorization for deduction of dues on a form provided by the IUCH, and
- The IUCH has accepted the prospective members written authorization form for automatic payroll withdrawals.

### **B. Loss of Good Standing Membership**

Sec. (1) A member shall lose their good standing membership in the Organization by suspension or expulsion by majority vote of the membership, as set forth in Article 12 of these Bylaws.

Sec. (2) Every member, by virtue of his or her membership in this Union, must comply with these Bylaws to remain in good standing in this Union.

Sec. (3) Every member, by virtue of his or her membership, is further prohibited from engaging in any other conduct that undermines these Bylaws and/or the IUCH's purposes and objectives.

Sec. (4) Any member that a majority of the IUCH Board believes or suspects is in violation of Sec. (2) and/or Sec. (3) above shall be subjected to the procedures set forth in Article 12 of these Bylaws.

### **C. Issuance of Withdrawal Cards**

Sec. (1) A member who has requested and been issued a withdrawal card shall be considered to have voluntarily withdrawn from membership in this Union.

Sec. (2) In the case where the Union is required to give to a member an honorable withdrawal card, such member (or former member) shall not be permitted to hold office or vote, and shall have no right to participate in the meetings and affairs of the Union.

Sec. (3) Upon the approval of these Bylaws by the President, supervisory employees and such other classifications as the Executive Board may lawfully determine, shall take no part on committees selected to negotiate wages and working conditions with employers, and shall not be permitted to vote on any such agreement or on any vote to strike or take other action with respect to the agreement to which they may be subject or parties.

## **D. Responsibility of Members to the Union**

Sec. (1) Every member by virtue of his or her membership in this Union does authorize the Union to function as his or her exclusive bargaining representative, with full and exclusive power to execute bargaining agreements between the Union and employer. Ratification of any such agreements shall require a majority vote of members in good standing.

Sec. (2) No member shall interfere with the elected officers or business agents of this Organization in the performance of the duties.

Sec. (3) Each member shall, when requested by the Union, 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.

Sec. (4) Each member and officer shall adhere to the terms and conditions of collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Union of its legal or contractual obligations.

Sec. (5) No member shall engage in dual unionism, or otherwise espouse dual unionism or disaffiliation, nor shall any member slander or libel the Union, its members, its officers, or be a party to any activity to secure the disestablishment of the Union as the collective bargaining agent for any employee.

Sec. (6) Every member shall follow the rules of order at meetings of the Union (as set forth in Article 6 of the Bylaws).

Sec. (7) Membership in this 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 Union now or hereafter, and no member shall have a property right to membership in this Organization.

Sec. (8) No member may withdraw from their membership in this Union before he or she has paid all dues, assessments, fines, and other obligations owing to the Union, and no resignation shall become effective until such payment is completed.

Sec. (9) No member shall be permitted to engage in any of the conduct set forth in Sec. (2)-(8) above at any Union meeting or assembly.

## **E. Rights of Members**

No provision of these Bylaws, rule of parliamentary procedure, or action by the Union or its officers shall be administered in such a way as to deprive any member in good standing of the following rights:

Sec. (1) The right to nominate candidates or vote in elections of the Union.

Sec. (2) The right to express his or her view about candidates in any election, at election-related meetings or otherwise.

Sec. (3) The right to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings. Members are also permitted to attend any public meetings to which members of the Union are invited.

Sec. (4) The right to meet and assemble freely with other members, and to express any views, arguments, or opinions not inconsistent with these Bylaws.

Sec. (5) The right to information concerning the conduct of Union business and finances, upon formal request to the IUCH board.

Sec. (6) The right to institute an action in any Court or in a proceeding before any administrative agency, irrespective of whether the Union or its officers are party to the action, or to appear as a witness in a judicial, administrative or legislative proceeding of intra-union remedies as required by applicable laws.

## **Article 5**

### **Dues and Initiation Fees**

Sec. (1) The regular monthly dues of the organization shall be \$5.00 per week. In no event shall monthly dues be greater than the minimum established in the Bylaws.

Sec. (2) Initiation fees for the membership of this organization shall be a one-time charge of \$25.00 per member.

Sec. (3) Re-initiation: Subject to Article 7(B), Section (5), any member may renew membership in the Union after one year of membership without incurring any additional renewal dues. Renewal each year thereafter, however, be subject to said dues.

Sec. (4) Increases in the rate of dues, fees, general or special assessments, or the like, may be made from time to time as follows:

- Any increases shall be made at a general or special membership meeting (as set forth in Article 7 of these Bylaws) in accordance with the following procedures:
  - The IUCH board shall provide fifteen business days' notice of any such meeting and the notice shall indicate (a) the amount of the proposed increase and (b) the purpose(s) of the proposed increase.
  - For purposes of counting fifteen days' notice, only weekdays shall be counted. Any weekday that is a holiday shall not be counted.
  - At said meeting, the membership will consider the question of whether or not such increase shall take effect and voting shall be by secret ballot of all members in good standing.

This provision supersedes any Article, Section, or Amendment with respect to changing the dues and/or fees.

## **Article 6**

### **Rules Of Order**

Any question on procedure in debate, not provided for herein, shall be governed Roberts Rules of Order, revised.

(Available at the principal office of the Union or online at [www.rulesonline.com](http://www.rulesonline.com))

## **Article 7**

### **Meetings**

Membership meetings shall be general or special, as set forth immediately below.

#### **A. General Membership Meetings**

Sec. (1) General membership meetings shall be held at the Executive Board's discretion at such time and place as shall be designated by the same. Any change by the Executive Board to the time and place of such meetings shall only take effect after 14 days' notice to the membership.

Sec. (2) Members in attendance at membership meetings shall have the right to express their views, arguments, or opinions upon any business properly on the agenda for such meetings, subject to these Bylaws and the rules and regulations adopted by the Executive Board pertaining to the conduct of meetings.

Sec. (3) The Union Executive Board is authorized to permit membership meetings to be held at any location it deems appropriate, considering the special needs of the Organization to permit the membership to attend meetings and to express their views and otherwise exercise their rights as member.

#### **B. Special meetings.**

Sec. (1) Thirty-Three percent (33%) of the members in good standing may submit a written petition for a special meeting to the President of the Union, setting forth the matters to be addressed at the meeting.

Sec. (2) Within one week of his or her receipt of such a petition, the President of the Union shall select a date, time, and location for the special meeting and shall provide the membership at least seven days' notice of said date, time, and location, and of the matters to be addressed at the meeting. The President must select a date that is no later than thirty days following his receipt of the petition.

Sec. (3) If the President does not comply with his or her obligations in Sec. (2) above to select a date, time, and location within one week, the Executive Board shall select a date, time, and location within twenty-four hours after the one-week period expires, and shall provide the membership at least seven days' notice of said date, time, and location, and of the matters to be addressed at the meeting. The Executive Board must select a date that is no later than thirty days following the President's receipt of the petition.

Sec. (4) The President may also, at his or her own discretion, schedule a special meeting. The President must provide at least seven days' notice to the membership of the date, time, and location of any special meeting, and of the matters to be addressed.

Sec. (5) If at any time after a special meeting, a member withdraws from the Union they may not rejoin the Union for one year, at which time they will be obligated to follow the rules as set forth in Articles 4 and 5.

## **Article 8**

### **A. Officers**

The Executive Board shall consist of a President, Vice-President, Secretary, Treasurer, Sergeant-At-Arms, Plant Representatives, and any appointed delegates of this Union. Eligibility to serve as such shall be prescribed by the following:

### **B. President Duties**

Sec. (1) The President shall preside at Independent Executive Board meetings.

Sec. (2) The President shall decide all questions of order at meetings. However, if a valid objection has been made by a member in good standing at a meeting, and the member disagrees with the President's ruling on his or her objection, said member may appeal the President's ruling to a vote by all members in good standing that are present at the meeting. Said appeal must be made immediately after the President's ruling. A majority vote of all members in good standing that are present and voting shall determine the outcome of the appeal.

Sec. (3) The President shall also have the right to vote in the election of officers.

Sec. (4) The President shall cast the deciding vote when a tie occurs on any question and in any vote.

Sec. (5) The President shall have the right to announce the results of all votes.

Sec. (6) The President shall enforce all fines and penalties.

Sec. (7) The President (in conjunction with the Treasurer) shall sign all checks on bank accounts and have the authority to disburse or order the disbursement of all monies necessary

to pay the bills, obligations and indebtedness of the Union, which have been properly incurred as provided herein. They shall have the authority to pay Union expenses, including rents, utilities, salaries and expenses of officers and employees.

Sec. (8) The President shall have charge and supervision of all the officers and employees of this Organization, and shall have power to appoint, suspend, or discharge all appointive organizers, appointive business agents, or employees.

Sec. (9) The President shall appoint all committees.

Sec. (10) The President shall have charge of all labor controversies involving this Union, subject to the provisions of these Bylaws.

### **C. Duty of the Vice President**

Sec. (1) It shall be the duty of the Vice President to preside at Union meetings in the absence of the President.

Sec. (2) the Vice President shall be present at any and all meetings between the employers and the Executive Board. He or she shall be responsible to notify all plant representatives of any such meetings within five hours of receiving the notification of such meeting from the President. At such meetings they shall conduct private discussions between the Executive Board members and plant representatives regarding the topics being discussed in such meetings.

Sec. (3) At no time is the Vice-President to enter into any negotiations or discussions without the remaining Executive Board members.

Sec. (4) Perform such other duties and render such assistance as may be directed by the President.

### **D. Secretary duties**

Sec. (1) The Secretary shall perform all duties imposed upon Union Secretary by these Bylaws, and in general perform all duties inductive to the office and such other duties as from time to time that may be assigned to him or her by the President.

Sec. (2) The Secretary shall see that all notices and reports shall be given in accordance with the provisions of these Bylaws or as required by law.

Sec. (3) At no time is the Secretary to enter into any negotiations or discussions without the remaining Executive Board members present.

Sec. (4) Whenever a secretary's term of office expires or is otherwise terminated, he or she must transfer to their successor the Union seal, any records of meeting proceedings, collective bargaining documents, and other property of the Organization within forty-eight hours of the



term's end. Until the successor accepts the transfer, the incumbent Secretary shall continue to perform the duties of such office and maintain his or her office.

Sec. (5) The Secretary shall ensure that all records of meetings, proceedings, collective bargaining documents, and other property of the Organization be preserved and retained at the Union's principal office for a period of at least six years, preferably in digital format.

## **E. Treasurer Duties**

Sec. (1) The Treasurer shall perform all duties imposed upon Union Treasurer by these Bylaws, and in general perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President.

Sec. (2) The Treasurer shall make at least a quarterly report at a membership meeting giving the financial standing of the Union, including the assets and liabilities of the Union.

Sec. (3) The Treasurer shall keep itemized records, showing the source of monies received and spent, and shall keep records, vouchers, work sheets, books, and accounts and resolutions to verify such report.

Sec. (4) The Treasurer shall keep a correct account of all monies paid to and paid out by the Union, and shall provide receipts for any dues, initiation fees, or other fees, assessments, or fines, or other monies received. The Treasurer shall enter all receipts in the name of the Union and shall deposit all monies.

Sec. (5) The Treasurer, upon request of any member, shall make available to the member a copy of the last annual financial reports. He shall also make available for inspection by any member or members at the Union's principal office during regular business hours any prior annual financial report and any other document provided, however, if copying is desired by any member, the matter shall be requested in writing. Membership lists may not be copied.

Sec. (4) At no time is the Treasurer to enter into any negotiations or discussions without the remaining Executive Board members.

Sec. (5) Whenever a Treasurer's term of office expires or is otherwise terminated, he or she must see that the successor is properly bonded before he or she transfers to the successor in office any monies, itemized records of the receipt or spending of any monies, vouchers, work sheets, books, and quarterly reports. Until the successor furnishes a proper bond, the incumbent Treasurer shall continue to perform the duties of said office and maintain his or her position. All such monies, itemized records of the receipt of spending any monies, vouchers, work sheets books, and quarterly reports shall be preserved and retained at the Union's principal office for a period of at least six years.

## **F. Sergeant-at-arms**

Sec. (1) It shall be the duty of the Sergeant-at-arms to guard the inner door at membership meetings and admit only members in good standing or officers and officials of IUCH except on the order of the President.

Sec. (2) At no time is the Sergeant-at-arms to enter into any negotiations or discussions without the remaining Executive Board members present.

Sec. (3) Perform such other duties as may be assigned by the President from time to time.

## **G. Plant Representatives**

Sec. (1) The Plant Representatives shall be responsible for the effectiveness of the Union Agreement with Management in their plant or sub plant. They shall know the personnel in their work area and keep them informed on matters relating to Union business. They shall assist the employees with problems brought to their attention. Prior to the initiation of a grievance, they will attempt to resolve the problem with the department concerned but will attempt to foresee where grievances might occur and strive to correct the situation before it develops.

Sec. (2) They shall attend all regular and special meetings of the Union, unless circumstances prevent attendance, in which event they will endeavor to secure an alternate member from their plant or sub plant. They will act as an IUCH leader from their plant and solicit membership in their plant from non-members. They shall encourage attendance of members to regular and special meetings.

Sec. (3) They shall attend all meetings to discuss any type of negotiations, collective bargaining, working conditions or any other topic that directly or indirectly affects the members of this union.

Sec. (4) At no time are Plant Representatives to enter into any negotiations or discussions on behalf of this Union.

Sec. (5) Plant Representatives are to be voted in every two years as with the Union officers, incumbents are allowed to run again, but must be voted in by plant members,

## **H. Power and Duties of Executive Board**

Sec. (1) Make and change rules and regulations consistent with these Bylaws for the management and conduct of the affairs of this Union.

Sec. (2) Be present at all meetings for negotiations, collective bargaining, working conditions or any other topic that directly or indirectly affects the members of this Union.

Sec. (3) The President, Vice President and Secretary will be the only persons allowed to talk with the employers or their representatives regarding the negotiations or any other business that directly or indirectly affects the Union or its members.

Sec. (4) On behalf of the Union, its officers, employees or members, initiate, defend, compromise, settle, arbitrate, or pay the expenses and costs of any legal proceedings or actions of any nature if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization.

Sec. (5) Fill all vacancies in officers which occur during the term of such office.

Sec. (6) Transact all business, manage and direct the affairs of the 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 Union Executive Board; the Union Executive Board shall designate other officers for the President or Treasurer for the purpose of signing checks to pay bills or to exercise any other functions of their offices in the event that either shall refuse to act or shall become ill or otherwise incapacitated;

Sec. (7) Determine the membership that shall vote on agreements and strikes and the composition of other membership meetings and adopt rules and regulations concerning the conduct thereof not consistent with the Bylaws.

Sec. (8) Do all acts, not expressly authorized herein, which are necessary or proper implementation of the above duties for the protection of the property of the Union and for the benefit of the organization and members.

Sec. (9) The Union Executive Board shall have the duty to investigate any alleged violation of these Bylaws.

Sec. (10) Preserve order at Independent Executive Board meetings, and to enforce these Bylaws and the Rules of Order adopted by this Union, and to see that all officers perform their respective duties.

Sec. (11) Board Members shall also have the right to serve on all committees by virtue of this office, and in general, shall perform all duties that may be assigned by the Executive Board from time to time.

Sec. (11) The President and Secretary shall sign all official documents, deeds, mortgages, bonds, contracts, other instruments, and perform such other duties as these Bylaws or the law may require of him.

Sec. (12) Board Members are not disqualified from serving as appointed business agents.

# Article 10

## Officers - Generally

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

I, (STATE NAME) do hereby solemnly pledge that I will faithfully fulfill the duties as (STATE OFFICE) of this Union during the term for which I have been elected and installed and that I will support the Bylaws of this Union and perform the duties of the office (STATE OFFICE) to the best of my ability. I will deliver to my successor in office any books, papers, and other property of the Union that may be in my possession at the close of my official term, so help me God

B. All officers of the Union must, as a condition of holding office, be free of any conflict of interest from other bargaining organizations or unions, and their representatives. Officers of this Union occupy positions of trust in relation to the Unions' well-being and its members as a group and are, therefore, accountable for their behavior in respect to protecting this Union from outside influences such as other organizations, unions and their representatives.

C. Failure or refusal by an officer to conduct themselves free from outside influence or a conflict of interest constitute ground for immediate resignation of official position as caned upon by the Union Executive Board, President, Vice-President, or Secretary.

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

E. All officers in the performance of their duties shall adhere to the terms of these Bylaws.

F. The officers, and other representatives of the Union occupy positions trust in relation to the 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 Unions. The failure or refusal by an officer, or other representative of this Union, upon demand of the Union Executive Board or of any individual member for good cause, to render a proper and adequate accounting explanation respecting the performance of their duties in handling funds and property of the Union shall constitute a ground for charges before the membership.

# Article 11

## Nominations and Elections of Officers

Sec. (1) Time of Nominations and Elections: Meetings as hereinafter established for elections of officers shall be held not less than thirty (30) days after the nominations have been posted.

Sec. (2) The Union Executive Board shall set the time and place of nominations and elections. Such a place and time and other relevant arrangements shall be convenient to the greatest possible attendance by all the members.

Sec. (3) This Union shall elect its officers by secret ballot every three years, to coincide with the beginning of the implementation of the recently negotiated contract.

Sec. (4) Incumbent officers shall continue to perform the duties of their office until their successors have been duly elected, qualified, and installed.

### **Rules for Nominations, Meetings, and Election**

Sec. (1) At least twenty (20) days prior to the date of the nomination meeting, the offices to be filled will be posted on the IUCH website. Each member shall be advised that the election rules are set forth in the Bylaws, which are available upon request.

Sec. (2) Every member who is in good standing at time which the nominations or election is to held shall have the right to nominate, vote for, or otherwise support the candidate of their choice.

Sec. (3) The Union shall keep accurate records reflecting those members who attend each meeting and shall exempt from the attendance requirements any member who, because of illness, regular employment, or other good cause, is unable to attend a meeting. Their exemption system will be uniformly and fairly applied.

Sec. (4) Nominations will be held in accordance with provisions of Sections A-D of Article 11 at a general or special membership meeting. Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and complete minutes will be kept of that meeting. Nothing in this provision should prohibit the holding of a special meeting in the month of May, only after the latest rounds of negotiations between the Union and company has been completed with the end results consisting of a new formal contract. The basis of this meeting will be nominations and the conduct being the sole order of business.

Sec. (5) Nominations shall be made or taken by a member in good standing, by motion at a meeting or in writing for any member in good standing other than the nominee.

Sec. (6) 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.

Sec. (7) A member otherwise eligible to run for office shall become a bona fide candidate upon their nomination for office and acceptance of the nomination. To be eligible to nominate and otherwise participate in the nomination meeting, a member must be in good standing at time of meeting. Candidates must be free of conflict of interest to this union in order to accept nomination to become an officer in this union. Candidates must accept

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

Sec. (8) Every member eligible to nominate candidates shall be entitled to nominate one (1) candidate but only one (1) for each office open. Prospective candidates may not nominate themselves nor second their own nomination.

Sec (9) After the nominations meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election and of the offices to be filled shall be posted at all plants and shops. The election shall be held by electronic voting system deemed by Board, to ensure safe and fair voting.

Sec. (10) Voting will be conducted *via* electronic voting by all members in good standing at time of election. There shall be no proxy voting. Each member will be allowed one (1) vote.

Sec. (11) The candidate for each office who receives a majority of the votes cast for that 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 the tie by lottery draw. 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. No run-off election will be held.

Sec. (12) No officer may run for another office in the Union, the term of which covers part of their current term, unless he resigns from their current office at the time of the nomination, such resignation to be effective upon the installation of their successor. They will announce their intention to resign no later than thirty (30) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by their resignation.

Sec, (13) There will be write-in candidates and any ballot containing a write-in candidate shall be counted as far as the vote for that office is concerned and such a ballot for that office will be considered as having been cast in determining the vote for that office.

## **B. Duties of Secretary in Connection with Nominations and Election,**

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

Sec. (2) The Secretary 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.

Sec. (3) The Secretary may require that all campaign literature shall be emailed to them at the principal email account no later than seven (7) days prior to the date of election and may, where in their judgment it appears necessary, provide for a consolidation of such distribution.

Sec. (4) The Secretary shall retain all requests for distribution of campaign literature and copies thereof, shall make record of the date the literature was distributed 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 and such other records including election rules as shall relate to the conduct of the election. All copies and records will be retained in digital format for one (1) year.

### **C. Nominations and Election Protests**

Sec. (1) Any member who desires to challenge a ruling that he is ineligible to run for office shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling by the President, who shall decide such an appeal within seven (7) days after receipt of the protests. The decision of the President shall be appealable to the Executive Board of the Union.

Sec. (2) In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held such a protest will be made by in writing and will be delivered by registered or by certified mail, by such member within forty-eight (48) hours after the final tally of ballots setting forth the exact nature and specification of the protest and their claim as to how it effects the outcome of the election. Such protest or charges shall be made to the Secretary of the Union. The decision of the Secretary shall be appealable to the Executive Board for the final decision.

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

## **Article 12**

### **Suspension**

Sec. (1) If, pursuant to Article 4(B), Section 4, a member is believed, by a majority of the IUCh Board, to be in violation of Article 4(B), Sections 2 and/or 3, the Board shall have the authority to suspend such member pending investigation and/or the conduct of the procedures set forth in this Article.

Sec. (2) Any member at the point of suspension will no longer be able to hold or obtain any office, attend any meetings, or participate in any voting until suspension status has been changed.

### **Due Process**

Sec. (1) Each member of this union shall have the right to fair treatment in application of . Union rules and in accordance with these Bylaws. In applying the rules and the procedures relating to Union discipline, the essential requirements of due process of law (notice, hearing, and judgment based on the evidence) shall be observed, without, however, requiring the technical formality followed in a court of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laborers, this Union adopts the following procedures with the specific understanding that the following procedural guides are designed to attain justice both to the individual member and the Organization, and in assistance where deviations from such procedures are not such as to substantially affect the members' substantive right.

Sec. (2) These procedures are not to constitute technically precise requirements of strict proceedings of a court of law.

### **Trials and Appeals**

Sec. (1) Charges: Charges will be written and signed by those filing same charges and must be filed in duplicate with the Union Secretary and of the body which is to hear the charges, who shall serve the charges and the notice of hearing upon the accused either in person, or by registered or certified mail at least ten (10) days prior to the hearing. In scheduling the time and place of the hearing, 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 Bylaws allegedly violated and the acts which allegedly constitute such violations in significant detail to inform the accused of the offense charged, including, where possible, dates and places. Charges shall not be processed unless the charging party files them within 6 (six) months after he learned, or in the exercise of due diligence should have learned, of the facts upon which the charges are based. If charges are filed, the charging party must include in the charges all alleged offenses of which he has knowledge or in the exercise of due diligence should have gained the knowledge necessary as of the time of the filing of the charges; they may not subsequently file additional charges based upon facts of which they had knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. Under no circumstances will a member have the right to have a hearing based upon events occurring more than two (2) years prior to the filing of charges. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until their final appeal has been concluded. Charges against elective officers of the Union shall be limited only to those activities or action occurring during their current term in office, and only those activities and actions



occurring prior to their current term, which were not then known generally by the general membership of the Union. Charges may be preferred against a suspended member or an ex-member who has been issued a withdraw card.

Sec. (2) Trials: Every member charged with a violation of these Bylaws shall be accorded a full and fair hearing as required by law. No member of the Union Executive Board having a personal interest in the subject matter of the charge, which personal interest is averse to that of the charging party or the accused, shall sit on the trial board. The decision on disqualification under their provision, if raised by an interested party, shall be made in the first instance by majority of vote of the Union membership. If the member charged or the preferer of the charges is a member of the Executive Board, or if a member of the Executive Board is unable to attend the hearing for any reason, then the President of the Union shall appoint a disinterested member as a substitute. If either the President or the Secretary is charged or is the preferer of the charges or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and the Secretary of the Union are charged or are the preferers of the charges, or for any reason are unable to attend the hearing, the remaining members of the Executive Board shall appoint the substitutes. Members in a general membership meeting shall consider charges by or against a majority of the members of the Executive Board.

Sec. (3) Rights of the accused. Throughout the proceedings, there shall be presumption of innocence in the favor of the accused. Clear and convicting evidence must be presented to support the charges, and the accused will have the right to present their own evidence, rebut testimony against them, present witnesses favorable to them and cross examine adverse witnesses. The charging party, accused, and the Union Executive Board may select only a member of the Union to represent them at the hearing conducted before any appellate body. Witnesses need not be members of the Union. The hearing shall be open to other members, subject to the discretion of the Executive Board in maintaining order and in excluding witnesses except when testifying.

Sec. (4) Action by the Executive Board: A summary of the testimony and evidence introduced at the hearing shall be made and a copy of such summary will be furnished to the accused. The executive board will have the authority to determine the matter of reporting the hearings and shall have the authority to exclude any method not authorized by it. If the Executive Board decides to have a transcript or recording of the hearing made, the Executive Board will furnish a copy of the same to the accused and to other interested parties upon payment of cost for the same; or shall make such copy available to any interested party for copying or consultation without cost.

Sec. (5) Appeals: Appeals will be taken pursuant to the provisions of Article 17 of the Bylaws

# **Article 13**

## **Union Property**

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

# **Article 15**

## **Negotiations, Ratifications of Agreements, Strikes and Lockouts**

Sec. (1) Whenever a collective bargaining agreement is about to be negotiated, modified or extended at the request of this Union, the President shall schedule a meeting at which the membership will determine and authorize the bargaining demands to be made. Where this Union is a participant in an area-wide or conference-wide agreement, it is understood that the bargaining demands of this Union may be accepted, modified or rejected by the overall majority vote of the members either within a general or special meeting or via electronic voting.

Sec. (2) Proposed collective bargaining agreements or amendments with the company will be submitted by the Secretary of the Union for approval as required in Sec (1) Article 15, before submission to the employer.

Sec. (3) Ratification of agreements or amendments shall be subject to vote in the same manner as provided for in connection with bargaining demands.

Sec. (4) If a settlement cannot be reached in connection with a negotiation or modification of a collective bargaining agreement between the members of this Union and an employer after the officers have listed reasonable means of achieving a settlement through the process of collective bargaining, the matter shall be a subject to the strike procedure, and qualifications as determined membership vote and by labor agreement.

# **Article 16**

## **Saving Clauses**

Sec. (1) The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, etc., shall not be constructed as incorporating into any Union security contract those requirements for good standing membership which may be in violation of applicable

law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under these Union Bylaws (and to conformity therewith) shall be legal obligations of the members this Union whom imposed and foreseeable in a court of law.

Sec. (2) If any provision of these Bylaws shall be declared invalid or inoperative, by any competent authority of the executive, judicial or administrative branch of federal or state government, the Union Executive Board shall have the authority to suspend the operation in period of such provisions, during the period of its invalidity and to substitute in its place and stead a provision which will overcome the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. This substitution must be voted upon (majority vote rules) and ratified for it to become a permanent change to these Bylaws. If any section or subsection of these Bylaws should be held invalid by operation or law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such section or subsection to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

## **Article 17**

### **Amendments**

Sec. (1) Proposed amendments to the Bylaws shall be submitted in writing at a regular meeting of the Union only in January of each year upon initiation either by petition of five (5) members in good standing or by resolution of the Executive Board. Under no circumstances may these Bylaws be amended during a term of office to effect or modify the powers and duties the incumbent officer or elected business agent. Such amendments may be made effective only as of the beginning of the next term of office.

Sec. (2) The proposed amendments shall then be read at two (2) consecutive regular meetings of the membership and voted upon at the third (3) meeting or meetings. A two-thirds (2/3) vote of the members in good standing voting at such meeting will be required for passage.

Sec. (3) Amendments to these Bylaws are subject to the approval of President and shall not be effective until such approval has been given.

## **Article 18**

### **Appeals**

If a union member is not satisfied with the judgment given to them by the Executive Board, they may request a special vote for pardon or absolution at the next regular membership meeting. A two-thirds (2/3) vote of those attending required to override the Executive Board and veto their judgment.

## **Article 19**

### **Fraternal Benefits**

Sec. (1) A one-time \$500 benefit shall be given on behalf of the Union to a member for the accidental or natural loss of an immediate family member. Immediate family member for their purpose includes spouse and children.

Sec. (2) A one-time \$500 benefit shall also be given to the surviving next of kin for any member who loses their life due to an accident or from natural causes.

## **Article 20**

### **Fiscal Year**

The fiscal year of this organization shall commence on the 2<sup>nd</sup> day of April, of each year. These Bylaws were adopted by the Union vote an (Enter date).