BYLAWS

LOCAL LODGE S6

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

PREAMBLE

As proud members of the International Association of Machinists and Aerospace Workers, AFL/CIO, CLC and vested in the heritage of the Industrial Union of Marine and Shipbuilding Workers of America, we strive for a better, richer more rewarding life for the wage earners in our shipyards and allied maritime industries. We pledge ourselves without regard to race, creed, color, sex, national origin or ancestry, to labor, united to organize the working men and women in our industries. We shall at all times combat the forces which seed to undermine our Union and our Nation. Within divine guidance, grateful for our honorable past, confident of meeting the challenges of the future, we proclaim these Bylaws.

ARTICLE I - Name, Jurisdiction and Purpose

Section 1 - Name and Affiliation

This organization shall be known as Local Lodge S6, International Association of Machinist and Aerospace Workers, Industrial Union of Marine and Shipbuilding Workers of America, affiliated with District Lodge 4, AFL-CIO and located in the City of Bath, Maine. The International Association of Machinists and Aerospace Workers may be referred to in these Bylaws as IAM or the Grand Lodge.

Section 2 - Jurisdiction

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The jurisdiction of this Local shall extend to all workers employed in the shipbuilding, ship repairing, marine maintenance industry, and industries producing marine equipment and in allied enterprises and industries in the State of Maine, or shops and or facilities specified by the Grand Lodge.

Approved: 6-15-23 Effective: 6-1-23

Section 3 – Purpose of the Local Lodge

The purpose of this Local lodge is to improve the standard and general living conditions of all workers in the industries and enterprises under its jurisdiction through organization, education and collective actions. It shall coordinate and cooperate to the fullest extent with the District and Grand Lodge and other labor organizations in this country and abroad in promoting the welfare of all workers.

ARTICLE II – Membership, Dues and Assessments

Section 1 – Membership Eligibility

Membership eligibility shall be as provided for in the IAM Constitution. Specifically, Membership eligibility must be in compliance with Article I, Section 1 of the IAM Constitution. All persons employed in the shipbuilding, ship repairing marine maintenance industry and industries producing marine equipment and in allied enterprises and industries under the jurisdiction of the Local are eligible for membership in the Local; in addition, those who are members of the Union prior to the adoption of these Bylaws, provided that foreman processing and exercising the right to hire and discharge and supervisory and managerial employees of rank and authority equal to or higher than foreman, and those who have been suspended, expelled and or refused admittance to this or other Locals of this Union after a fair hearing and trial, shall not be eligible for membership in the Local Lodge.

Section 2 – Duties and Conditions of Membership

- (a) All members of this Local lodge shall be governed by the IAM Constitution and these Bylaws. Any member who advocates dual unionism or supports movements or organizations inimical to the interests of the IAM or its established laws and policies, is not eligible to hold any such office or position in this Local lodge. No members shall be eligible to hold office unless he or she has one year of continuous good standing membership in this Lodge on the date of his or her nomination.
- (b) Among others, the following acts shall constitute improper conduct by a member and shall be dealt with in accordance with the IAM Constitution and these Bylaws.
- 1. Reporting to management on the conduct of another member unless compelled to do so by legal process.
- 2. Discriminating against, or slandering another member because of race, religion, creed, sect, color, sex or national origin.

- 3. The name of any member, who has testified or signed a statement in favor management against a fellow employee, shall be read at a regular membership meeting in conjunction with the reading of the case involved.
- (c) No person shall be admitted to membership unless he or she has signed an official membership application form provided by the Local lodge.
- (d) Any person who has resigned or lost the privilege of membership under these by-laws, the District By-Laws, or the International Constitution, may apply for reinstatement by signing and submitting an Official Membership Application accompanied by the appropriate reinstatement fee. In compliance with Section 16, Article I of the IAM Constitution the Local Lodge Secretary-Treasurer shall keep for future reference a correct list of all people whose membership has been cancelled and all applications that have been rejected. Expelled people and rejected applicants cannot apply for membership until after the expiration of (6) six months from the date of said expulsion of rejection.
- (e) Any person applying for membership whose application has been refused for any reason may request and may receive a trial before a Trial Board as determined by the International President.

Section 3 – Membership Status

- (a) All applications for membership in this Local Lodge must be accompanied by an initiation fee and one (1) months dues. This initiation fee shall be five hundred dollars (\$500.00).
- (b) The amount of this initiation fee shall be fixed from time to time by majority vote by secret ballot of the members of this Local Lodge, in good standing, voting at a General or Special Membership meeting held with fifteen (15) days notice of the intention to vote upon such question, or by majority vote of the members of this Local Lodge, in good standing; such vote will be taken in a membership referendum conducted by secret ballot.
 - (c) The reinstatement fee shall be equal to the initiation fee.

Section 4 – Local Lodge Dues

- (a) Effective January 1, 2008, the monthly dues of this Local Lodge shall be a uniform rate equal to two (2) times the weighted average hourly earnings of members covered by the collective bargaining agreement under the Local Lodge jurisdiction, or the sum of per capita taxes plus one hour of a first-class mechanic's wages (grade 9), whichever is greater. The monthly dues shall be adjusted annually effective every January 1. Effective January 1, 2009, and every January 1st thereafter, all per capita tax increases shall automatically be added to the dues structure.
- (b) Subject to the provisions of Section 8 of Article I of the IAM Constitution, the Local Lodge may increase its membership dues only if a majority of the members in good standing and voting by secret ballot at a general or special membership meeting, and after reasonable notice upon the question.
- (c) Each member of this Local Lodge shall be given an official dues book or dues card, if in good standing, in accordance with Section 10, Article I, of the IAM Constitution.
- (d) Upon payment of dues, members shall receive a dues stamp from the Local Lodge Secretary-Treasurer or person designated by him or her, as a receipt for each month's dues so paid, which stamp shall be affixed in the dues books or dues cards of the members and cancelled by the Secretary-Treasurer, or person designated by him or her, as provided in Section 6, Article C of the IAM Constitution.
- (e) At no time shall Local lodge dues be rebated to a member who attends a meeting where, to do so, would result in the dues of the member actually paid or checked-off to fall below the established minimum dues rate of the Local Lodge.
- (f) Unemployment Stamps shall be issued in accordance with the IAM Constitution. The Local lodge shall pay the cost of the unemployment stamp for members meeting the eligibility requirements who are sick or disabled. Members' unemployed a majority portion of any month due to lay-off or other separation of employment and meeting all other eligibility requirements may be issued an unemployment stamp at a cost to the member of \$2.00.
- (g) When the loss or destruction of a dues book is satisfactorily proved by a member, the Local Lodge Secretary-Treasurer, upon payment of a fee of \$.25 to be retained by the Local Lodge, shall make out a new book which shall have on the inside cover a certificate or exchange or loss. Any member who loses his or her dues book or membership card shall report loss to the Local Lodge Secretary Treasurer and upon payment of a fee of \$.25 to be retained by the Local Lodge, shall be furnished another dues book or membership card stamped "duplicate".

- (h) In any dispute regarding the dues payment of a member, the records of the Local Lodge Secretary-Treasurer shall determine the issues.
- (i) Transfers; Universal Transfers; Identification Letters; Membership Cancellation; Non-Resident Applications; Obligation by Request; Reduced Rates of Dues; Reinstatement; Rejected Applications and expulsions; Withdrawal Cards; Armed Forces Withdrawal Cards; and Deposit of Withdrawal Cards must be dealt with as provided in the appropriate Section(s) assigned in Article I of the IAM Constitution.

Section 5 – Special Levies

Special levies shall be in strict conformance with Article F, Section 1 of the IAM Constitution. No general or special Local Lodge assessment shall be levied by the Local Upon its members except by majority vote by secret ballot of its membership, in good standing, voting at a General or Special membership meeting, after at least fifteen (15) days notice of time, place and manner of the vote upon such question. This notice shall also contain the reason for the assessment and shall be approved by the Grand Lodge before becoming effective.

Section 6 - Local Lodge Trial Board

- (a) In compliance with Article L of the IAM Constitution, any member may be charged and subject to the provisions of Article L, for just cause, and may be subject to remedy as found appropriate and as provided by the IAM Constitution, and may be subject to fine or other actions for just cause after a fair and impartial trial. The Local Lodge may determine what actions are appropriate and may determine any fines, in such amount as is decided upon by the Local Lodge trial board, and as approved by the membership with final authority vested with the International President.
- (b) Every member, local or subdivision of this Union considering himself, or itself aggrieved by any action of this Union, the Executive Council, an International Officer, a local or other subdivision of this Union shall exhaust all remedies and appeals within the Union, provided by this Constitution, before he shall resort to any court or other tribunal outside the Union.

Section 7 – Fines and Assessments

As is provided in the IAM Constitution, fines and assessments must be paid and deposited with the Local lodge Secretary-Treasurer or person designated by him or her, at the Local Lodge Union office. Any member fined or assessed shall receive an official receipt from the Local Lodge Secretary-Treasurer or person designated by him or her, for the payment of fines or assessments.

Section 8 - Cash Payers

Initiation fees and dues which are not checked off by the employer must be paid in cash, in full monthly dues amount, to the Local Lodge Secretary-Treasurer or person designated by him or her, at the Local lodge Union office not later than the first day of each month. Cash paying members are responsible for their dues being paid on time.

Section 9 - Good Standing

A member in good standing shall be one who is not in arrears in the payment of his or her dues or delinquent in the payment of fines or assessments or who has not been suspended or expelled from membership or indebted to the Local lodge, District Lodge, and/or the Grand Lodge.

Section 10 – Member Rights

- (a) A member in good standing shall have a voice and vote at all meetings of the Local Lodge.
- (b) Any member who has been in good standing retired from active employment either with or without pension may be issued a retirement card in accordance with the IAM Constitution.

Section 11 – Member Loss of Good Standing

A Local lodge member shall lose good standing upon delinquency for more than sixty (60) days in the payment of all or any part of his or her dues, or when any assessment or any fine is imposed upon him or her, and any member who becomes sixty days in arrears shall be dropped from the rolls, and can only regain his or her membership by paying the reinstatement fee at the time of applying for reinstatement.

Section 12 - Member Reinstatement

Members can regain the privilege of membership lost under the section immediately proceeding, only upon payment of any and all back dues, fines, assessments or reinstatement fees in accordance with the applicable provisions of the IAM Constitution.

Section 13 - Member Responsibility for Current Address

Any member changing his or her residence shall immediately notify the Local Lodge Secretary-Treasurer of his or her new address.

Section 14 – Member Responsibility for Understanding all Provisions

All members of this Local lodge shall be expected to familiarize themselves with the provisions of these Bylaws, the District Bylaws and the IAM Constitution, and ignorance of them shall not constitute an excuse for infraction of the Bylaws or IAM Constitution.

ARTICLE III - Meetings

Section 1 – Regular Membership Meetings

As provided in Section 3, Article D of the IAM Constitution, the regular membership meeting of this Local shall be held once each month except, in the event that the Local should be on strike.

- (a) It is mandatory for any member who desires to qualify for nomination and election to any one of the Local lodge officer positions, chief steward, and or grievance committee position of Local Lodge S6 to attend fifty-percent (50%) of regular membership meetings in the twelve months preceding the date of nominations. Excused absences will be granted in accordance with the IAM Constitution Article B, Section 3. Additionally, members will be excused upon request if they are on leave that qualifies under the Federal or State Family Medical Leave Acts.
- (b) It is mandatory for any member who desires to qualify for nomination or election to serve as a delegate to District Lodge 4 attend at least 50% of the Regular Membership Meetings in the twelve (12) months preceding the date of nomination.
- (c) An attendance book for Membership Meetings shall be available for those members present who are not on the roll call. The Local Lodge Conductor-Sentinel shall be in charge of the attendance book and shall surrender the book to the Local Lodge Recording Secretary after the roll call has been taken and the members present have been given an opportunity to sign the book. Members arriving late will be allowed to sign only if an acceptable excuse is presented and accepted by the membership present at the meeting. Habitual tardiness shall not be excusable.

Section 2 – Local Lodge Quorum Requirements and Meetings

A quorum for the transaction of business at any general membership meeting shall consist of twenty-five (25) members in good standing. A special membership meeting may be called by the Local Lodge President, or by written request of not less than 10 percent (10%) of the members in good standing. Notice of special membership meetings and the purpose for which they are called must be given to all members at

least ten (10) days before the time of the meeting. No action may be taken by a special membership meeting on any subject other than that stated in the call to the meeting.

Section 3 – Local Lodge Order of Business

The order of business at all membership meetings shall be as follows:

- 1. Pledge to the flag.
- 2. Roll call of officers, stewards and grievance committee members and the noting of absentees by the Local Lodge Recording Secretary.
- 3. New applications.
- 4. Report of committees on application and acting on same.
- 5. Initiations.
- 6. Reading of minutes of previous membership meeting and acting on same
- 7. Reading of minutes of previous executive board meeting and acting on same.
- 8. Installation of officers, committee members or delegates.
- 9. Examination and introduction of visiting members or invited guests.
- 10. Reports of officers. Report of the Local lodge Secretary-Treasurer, including receipts and disbursements since the close of last meeting.
- 11. Reading of communications and bills and appropriations of money for payment of approved bills. Chief Steward report(s) concerning review and approval of all Local Lodge use of union lost time used during the previous month by all Local Lodge representatives in the representation of the membership, and in the maintenance of the collective bargaining agreement or other approved Local Lodge business.
- 12. Reports of Committees.
- 13. Report on organizing activities.
- 14. Anything for the good of the International Association of Machinists and Aerospace Workers and discussion of subjects of economic natures.
- 15. Unfinished business.
- 16. New Business. Any necessary nominations or elections of officers, committee members or delegates.
- 17. Reports of sick and disabled members and of Community Services or Benefits Committee.
- 18. Reports of members of work and positions vacant.
- 19. Adjournment.

Section 4 – Legislative Powers

All legislative, executive and judicial powers when the membership meeting is not in session shall be vested in the Local Executive Board.

Section 5 – Local Lodge Meetings

Local Lodge Membership meetings shall be called at such time and place that they can be attended by a majority of the membership.

Section 6 - Inappropriate Member Conduct at a Local Lodge Meeting

Any member who enters the Local lodge or any assembly of the Union showing visible signs of intoxication and conducts himself or herself in an obnoxious manner will be ejected. Any member who attempts to monopolize the floor, or to impede or disrupt the business of the Local Lodge meeting and or the progress of the meeting, shall be requested to refrain from such activity and in the event such person persists, he or she shall be ejected from the assembly.

Section 7 – Local Lodge Sergeant-at-Arms

The Local Lodge President may appoint a Sergeant-at-Arms to assist in maintaining order. He or she shall be authorized to call on any member or members for help in maintaining order if necessary.

ARTICLE IV - Officers

Section 1 – Officers of the Local Lodge

In compliance with Section 1, Article B of the IAM Constitution, the officers of the Local Lodge shall be a President, Vice President, Recording Secretary, Secretary-Treasurer, Conductor-Sentinel and a board of Trustees consisting of 3 members.

<u>Section 2 – Terms of Local Lodge Officers and Chief Stewards</u>

The terms of office for Local Lodge Officers and Chief Steward shall be for three (3) years.

Section 3 – Member Eligibility for Local Lodge Office and Chief Stewards

Any member of the Local Lodge, in good standing, is eligible to hold office if he or she has been in continuous good standing in the Local Lodge for not less than (1) year prior to the meeting at which nominations are made, and who is actually working in the industry under the jurisdiction of the Local, or is employed by the Local, provided that:

- (a) No member may hold Local Lodge office who is an officer of any other labor union.
- (b) No member may hold more than one Local lodge office at the same time.
- (c) A member seeking to hold Local Lodge office must meet the requirements of Article III, Section 1 (a) of the Local Lodge Bylaws.

Section 4 – Nomination for Local Lodge Officers and Chief Stewards

- (a) Nomination of candidates for Local Lodge Officer and Chief Steward shall take place triennially at the regular membership meeting in September.
- (b) Any member in good standing present at the regular membership meeting may nominate a member for each office.
- (c) Any member nominated for office shall be present at the meeting when nominated or give his or her consent in writing at the time of the nomination.
- (d) No member shall be permitted to accept nominations for more than one office.
- (e) Candidates names shall be positioned on the ballot for each office by a drawing conducted by the Local Lodge Recording Secretary at which the candidates will have the opportunity to be present.

Section 5 – Write-in Votes and Election Conditions

- (a) In all elections held by the Local Lodge write-in votes shall not be permitted as per Section 4, Article B of the IAM Constitution.
- (b) If there is only (1) candidate for an office for the offices referred to in the paragraph above, there shall be no need to conduct an election for such office and in such event the Local Lodge Recording Secretary shall cast a ballot for the candidate who is unopposed and who shall then be elected to the office without the necessity of conducting an election for that office.

- (c) Elections shall be conducted by at least three (3) Local lodge Election Tellers who shall be appointed in accordance with Article B, Section 4 of the IAM Constitution. The Local lodge shall comply with the most current IAM official circulars, election procedures and applicable state and or federal regulations that govern such elections and the Local Lodge President shall, in conjunction with the Local Lodge Recording Secretary, provided that all Local Lodge election tellers are properly trained.
- (d) The election for Local Lodge officers shall be held triennially in October. The voting shall be by secret ballot. Polls shall remain open at a single location as near as possible to the yard or plant where the various employees work, on a day and times as designated by the Local Lodge Recording Secretary.
- (e) Notice of the nominations and election shall be given to the membership by the Local Lodge Recording Secretary at least sixty (60) days prior to the date thereof by mail.
- (f) The Recording Secretary shall make a full report of the results of the election at the next scheduled membership meeting.
- (g) The candidate receiving a plurality of the votes cast for any office shall be declared elected to that office for the ensuing term.
- (h) The newly elected Local Lodge officers shall be installed at the regular membership meeting in January following the election. At the time of the Installation each officer shall take the oath of office prescribed in the IAM Constitution.

Section 6 – Local Lodge Officer Improper Conduct

Any officer or Chief Steward may be removed from their office for improper conduct or for absenting themselves from two successive regularly called meetings of any body of which they are a member, unless his or her absence is excused as per the I.A.M. Constitution, Article B, Section 3, or for failing to fulfill, or improperly fulfilling the duties of his office, but in all cases he or she shall be given a proper trial in accordance with the provisions of Article L of the IAM Constitution.

Section 7 – Duties of Local Lodge Officers

(a) As is provided in Article C of the IAM Constitution, Duties of Local Lodge Officers, and in the event that a vacancy in the office of the Local Lodge President occurs, the Local Lodge Vice President shall fill the office of the Local lodge President. Should a vacancy occur in any of the other Local lodge officer position, the Local lodge president, with prior approval of the Local lodge Executive Board, shall

appoint a member of the Local to fill the vacant office for the balance of the original term of office.

(b) In such event, the Local Lodge President shall submit his or her appointment for approval by the Local Lodge Executive Board at the next scheduled meeting of that body following the occurrence of the vacancy.

Section 8 – Duties of the Local Lodge President

- (a) In conformance with Section 1, Article C of the IAM Constitution, the duties of the President shall be to serve the membership; to preside at all meetings of the Local; to decide all questions or disputes not controlled by laws of the IAM; countersign orders and checks properly drawn on or by the Local Lodge Secretary-Treasurer; appoint Local Lodge committees not otherwise provided for in these Bylaws; appoint a Local Lodge educator and communicator; administer the obligation to new members; enforce the laws of the IAM applicable to Local Lodges, and members; the Local Lodge President will maintain a written weekly attendance and vacation record and file this document/form with the Local Lodge Secretary-Treasurer, and perform such duties as may be required by the IAM Constitution and, in case of a tie, shall cast the deciding vote. The Local Lodge President shall be bonded in such amount as may be prescribed by federal law and in the amounts determined by Grand Lodge, within the provisions of Section 6, Article VII of the IAM Constitution.
- (b) The Local Lodge President shall also be a delegate to any Special Convention that may take place during his or her term of office and shall be the Local's delegate to the Maine State AFL-CIO Council and to any other organization in the labor movement upon which the Local Lodge may be entitled to representation.
- (c) The Local President shall serve as Business Manager. He or she shall receive for the faithful performance of this duty, a maximum pay of forty-eight (48) times the hourly rate of the highest paid mechanic in the Local Lodge excluding while assigned and shift premiums. There shall be no allowance for expenses incurred in the usual and daily performance of his or her duties.

Section 9 – Duties of the Local Lodge Vice President

(a) In conformance with Section 2, Article C of the IAM Constitution,, it shall be the duty of the Vice President to see that all people entering the Local Lodge room are members; see that all property of the Local Lodge has proper care and assist the Local Lodge President in maintaining order; preside at all meetings in the absence of the Local Lodge President; shall, in the absence of the Local Lodge President, be authorized to sign vouchers, checks, and other documents in his or her place and stead, subject to approval of the Local Lodge; the Local Lodge Vice President shall act as Alternate Chief Steward whenever the Chief Steward is ill, on vacation or a delegate to

a labor conference or convention, and in case of death, removal, or resignation of the Local Lodge President, shall become Local Lodge President and serve as such until after the next regular election and installation of the successor in office. The Local Lodge Vice President will maintain a written weekly attendance and vacation record and file this documents/form with the Local Lodge Secretary-Treasurer, and perform such other duties as are required by these Bylaws and the IAM Constitution.

(b) When necessary and feasible the Vice President may be employed full time by the Local. When so employed, he or she shall receive for the faithful performance of his or her duties, a maximum weekly pay of forty-four (44) times the hourly rate of the highest paid mechanic in the Local Lodge excluding while assigned and shift premiums.

Section 10 – Duties of the Local Lodge Recording Secretary

In conformance with Section 3, Article C of the IAM Constitution, the Local Lodge Recording Secretary shall conduct correspondence for, and in the name of the Local Lodge; present all communications and bills to the Local Lodge; and deliver such bills to and for the files of the Local Lodge Secretary-Treasurer; draw all orders on the Local lodge Secretary-Treasurer when passed by the Local Lodge, and attest the same by properly signing and attaching the seal of the Local Lodge thereto: prepare and sign all credentials of delegates and alternate delegates to conventions of the Grand Lodge, and forward duplicates thereof to the IAM General Secretary-Treasurer; keep minutes of the Local Lodge meetings, and perform such other duties as are required by these Bylaws and the IAM Constitution. When the Local Lodge President and Vice President are absent at the time for the opening of any meeting, the Local Lodge Recording Secretary shall act as temporary chairman and conduct the nomination and election of a chairperson for that meeting. In the absence of the Local Lodge Recording Secretary any other Local Officer may fulfill that duty. The Local Lodge Recording Secretary may be required to oversee Local Lodge elections and conduct Local Lodge membership mailings, or membership voting actions, such as Local Lodge membership contract proposals and or strike authorization and membership ratification actions, Officer, Steward and or Committee elections.

Section 11 – Duties of the Local Lodge Secretary-Treasurer

(a) In conformance with Section 4, Article C of the IAM Constitution, the Local Lodge Secretary-Treasurer shall perform only those functions not performed by the District Lodge Secretary-Treasurer. The Local Lodge Secretary-Treasurer shall conform to all applicable requirements of the duties function found in all Sections, of Article C of the IAM Constitution, and perform such other duties as require by these bylaws, the IAM General Secretary-Treasure and the IAM Constitution, and will produce the necessary reports for IAM audits and any required government reports. The Local Lodge Secretary-Treasurer shall receive and deposit all funds of the Local Lodge in a

bank of sound financial standing in the name of the Local Lodge; pay all properly drawn orders by check, which checks shall be countersigned by the Local Lodge President, but shall not draw any checks in violation of Section 3 of Article C of the IAM Constitution. The Local Lodge Secretary-Treasurer shall by the computerized methods approved and authorized by the IAM General Secretary-Treasurer collect all dues, fines, assessments and all monies from any source for the benefit of the Local Lodge; keep a systematic account of all disbursements in such a way as to show the balance of cash on hand at the close of each meeting of the Local Lodge; file all receipted bills; keep a correct account between the Lodge and its members; and submit the books to the Local Lodge Auditing committee, semiannually (at the close of June and December), and shall submit all records, files of bills, and all such information as may be required, to the Grand Lodge Auditor(s) when so ordered, and shall be bonded in such amount as may be prescribed by federal law and in the amounts determined by Grand Lodge, within the provisions of Section 6, Article VII of the IAM Constitution.

(b) The Local Lodge Secretary-Treasurer shall make a financial report at each regular Local Lodge membership meeting, giving the balance in the banks as of the last full month, reporting the beginning of the month and end of the month balance, and shall be bonded in such sum as be prescribed by federal law and in the amounts determined by Grand Lodge.

Section 12 – Duties of the Local Lodge Trustees

In conformance with Section 8, Article C of the IAM Constitution, the Local Lodge shall have (3) three members who shall serve as trustees, and they shall be nominated and elected by the Local Lodge membership at the same time Local Lodge officers elections are held and for the same term. The Local Lodge Board of Trustees shall have charge of all property belonging to the Local Lodge; shall see that all of the books are properly kept, and at the time of the semiannual audit shall assist the Local Lodge Auditing Committee in the examination of all books and accounts and verify the report of the Local Lodge Auditing Committee by attaching their signatures thereto. Should the work of auditing the books of the Local Lodge be delayed on account of a failure of one or more of the Trustees to be in attendance, the auditors shall proceed to carry on the work in the same manner as though all of the Trustees were present. The Local Lodge Trustees shall be liable to the Grand Lodge for all funds and other property of the Local Lodge, under their control. The Trustees shall have supervision of, and make all arrangements for meetings of any kind to be held in the hall selected by the Local. They shall purchase all property and paraphernalia whose purchase is not otherwise provided for in these Bylaws. They shall secure from the Grand Lodge equipment supplied by it at the proper time; they shall be supplied with a certified letter from the Executive Board to the bank empowering the Trustees to obtain a statement of the Local's account at any time they deem it advisable. They shall make such investments as instructed by the Local, turning over to the Secretary-Treasurer all vouchers, bonds, and any interest accruing from the investment. They shall keep a petty cash account of fifty dollars (\$50.00) to make such purchases, of an emergency nature only, as might be required between meetings, these purchases to be itemized in the Trustees report to the Executive Board for the latter's approval, and the account is to be replenished at each meeting of the Local. They shall perform such other duties as the Local may from time to time require of them. The Trustees shall put out for bids the position of Janitor, for the Local Lodge S6 Union Hall, during the month of June each year. Sealed bids must be in the hands of the Trustees no later than the first Tuesday in the month of July. Bids are to be opened prior to the July Executive Board Meeting. Those eligible to bid are Local Lodge S6 Union members and/or retired Local Lodge S6 Union members. The Trustees reserve the right to accept or reject any or all bids submitted.

(b) One Trustee shall go with the Financial Secretary to the bank at least once a quarter and verify the Local Lodge account. There shall be a log book kept in the Trustees office signed with the date, time and who went. A report will be made at the next general membership meeting on the account being verified. Any Trustee may request at any time to go to the bank with anyone on the account to see the Local Lodge account.

Section 13 – Duties of the Local Lodge Auditors

In conformance with Section 7 Article C of the IAM Constitution, the Local Lodge shall have an auditing committee of (3) three members, and they shall be nominated and elected by the Local Lodge membership at the same time Local Lodge officers elections are held and for the same term. Officers of the Local Lodge are not eligible for election as members of the committee.

Section 14 – Duties of the Local Lodge Conductor-Sentinel

In conformance with Section 9, Article C of the IAM Constitution, the Local Lodge Conductor-Sentinel shall examine all people present prior to the opening of all meetings of the Local Lodge, for the purpose of ascertaining whether any are in attendance who are not entitled to remain, and shall report to the Local Lodge President all those present who are in arrears for dues. The Local Lodge Conductor-Sentinel shall answer all alarms at the door, report the same, and admit all who are entitled to admission.

Section 15 - Duties of the Local Lodge Communicator

In conformance with Section 10, Article C of the IAM Constitution, the Local Lodge Communicator shall be appointed by the Local Lodge President, and who shall, in accordance with the official directives, policies, and programs of the Grand Lodge, use the latest forms of information technology to communicate with the Local Lodge membership about their work and family lives.

Section 16 – Duties of the Local Lodge Educator

In conformance with Section 11, Article C of the IAM Constitution, the Local Lodge Educator shall be appointed by the Local Lodge President, and who shall assist in carrying out the official directives, policies, and programs of the Grand Lodge, and any other education and training programs approved by the Grand Lodge, and related to educating and training the Local Lodge membership on all issues affecting workers and their families.

Section 17 - Number and Duties of Local Lodge Chief Stewards

- There shall be two (2) Local Lodge Chief Stewards; one who shall (a) serve at the Main yard, and one who shall serve at the Harding plant respectively. The Local Lodge Chief Stewards shall be nominated and elected in the same manner as provided for the Local Lodge Officers, and when working for the Local Lodge on a leave of absence from the company, the Local Lodge Chief Steward(s) will maintain a written weekly attendance and vacation record and file this document/form with the Local The Local Lodge Chief Steward(s) shall attend all Lodge Secretary-Treasurer. meetings of their respective Local Lodge Grievance Committee(s) and, in case of a tie, shall cast the deciding vote concerning the decision of the Committee concerning the status of any grievance(s). The Local Lodge Chief Steward(s), when requested by a member, will attend unemployment hearings on behalf of an affected member(s). The Local Lodge Chief Steward of the Main Plant will receive for their faithful performance of this duty, a maximum of not more than forty-four (44) hours of lost time at the hourly rate of the highest paid mechanic in the Local Lodge excluding while assigned and shift premiums. Chief Stewards will attend Local Lodge Executive Board and membership meetings and provide reports of all grievance and arbitration activities and other concerns of the Local Lodge Grievance Committees and the membership.
- (b) The Local Lodge Chief Stewards shall at all times maintain communications with the Local Lodge President and shall make weekly lost time compensation reports on regular report blanks furnished by the Local, which shall be submitted to the Local Lodge President, not later than Monday morning of each week, and they shall make monthly reports at all meetings of which they are required to attend, and make monthly reports concerning all lost time compensation by Local Lodge representatives within their responsible areas, and when called upon by the Local Lodge President, Local Lodge Executive Board or membership for any interim report(s), if required. When acting as the Local Lodge Chief Steward, the Local Lodge Chief Steward.

Section 18 – Duties of Local Lodge Grievance Committee(s)

(a) There shall be two (2) Local Lodge Grievance Committees consisting of the Main yard/East Brunswick Manufacturing Facility and the Hardings/Consolidated Warehouse facilities. Both Committees, Chief Stewards and Committee chairperson shall interact with the assigned District Lodge 4 Business Representative(s) concerning Local Lodge grievances that are appealed and or are pending arbitration. Any grievance appealed to arbitration by the Local Lodge Grievance Committee(s) will be subject to the District Lodge's authority concerning final disposition.

(b) Grievance Committee make up shall be as follows:

- 1. The Main yard and the East Brunswick Manufacturing facility Grievance Committee shall consist of six (6) members, five (5) of whom shall be nominated and elected in the same manner as provided for the Local Lodge Officers. The Chief Steward shall serve as Chairperson at his or her respective Grievance Committee at the yard or facility unless otherwise determined by these Bylaws.
- 2. The Harding and Consolidated Warehouse Grievance Committee shall consist of five (5) members, four (4) of whom shall be nominated and elected in the same manner as provided for the Local Lodge Officers. The Chief Steward shall serve as Chairperson at his or her respective yard or facility.

Section 19 – Local Lodge Salaries

- (a) In conformance with Section 12, Article C of the IAM Constitution, in no case shall the salaried of Local Lodge Officers be paid by dues stamps, but all such payments shall be made by check.
- (b) No Local Lodge Officer, Chief Steward or Committee person shall receive a salary for holding any position in the Local Lodge. Except where otherwise noted in these Bylaws all lost time paid shall be at the rate at the existing labor grade level of the Officer, Chief Steward, Steward, Committee person or members who seeks such payment, and all reasonable lost time, hours, for union purposes and function, shall be reviewed and approved by vote of the Local lodge Executive Board, and may be allowed on a month by month basis, with the review and approval of the membership. In the case of the Local Lodge Officers, Committeepersons and Members requesting lost time for fulfilling duties functions of the Local lodge, or District Lodge, or when required, in the approved service of the Grand Lodge, shall complete a weekly time sheet to the Local Lodge fully detailing the dates, reason(s) and purpose for the lost time. Shop Stewards and General Stewards requesting lost time must, in addition to the above procedure, attach a form(s) negotiated with and provided by the company attached to the weekly time sheet, and submit same to their designated Chief Steward

who shall on a weekly basis review and approve such lost time requests and affix his or her signature to the weekly time sheet as checked and dated, and submit same to the Local Lodge President who will confirm that such lost time is appropriate for submission to the membership for their review and approval. This documentation, as approved by the Local Lodge President and submitted to the Local Lodge Executive Board for their review and approval, and must be read by the appropriate Chief Steward(s) and approved by the membership at the next scheduled regular membership meeting.

Article V – Local Lodge Executive Board

- (a) The Local Lodge Executive Board shall consist of the President, who shall be chairperson; the Recording Secretary, who shall be Secretary; and the other designated Constitutional Officers as identified in Article C of the IAM Constitution.
- (b) The Executive Board shall meet at least once a month. The Chairperson and Secretary may call Special Meetings. Five (5) members shall be a quorum at all meetings of the Executive Board.
- (c) The Executive Board shall deliberate and determine a course of action concerning all questions that need immediate attention that may arise between Regular membership meetings of the Local Lodge; and may take such action thereon as they deem advisable for the good and welfare of the Local Lodge. For all actions taken by it, the Executive Board shall be held accountable to the membership to whom the Local Lodge President shall make a complete report of its meetings and action taken at each monthly regular membership meeting, and or at any special membership meeting.

ARTICLE VI – Local Lodge Negotiating Committee

The Local Lodge Negotiation Committee shall consist of (8) eight members, inclusive of the Local Lodge President who shall act as Chairperson of the Committee, two (2) Chief Stewards, and five (5) members elected at a general election to be held at least six (6) months prior to negotiations. The District Lodge 4 Directing Business Representative may serve on this committee and may assign a Business Representative (s) to the committee to assist in the negotiations process. All Local Lodge Negotiating Committee members shall participate in all educational and or training program(s) provided by the Local Lodge, District Lodge and or Grand Lodge.

<u>Section 1</u> It shall be the duty of the Local Lodge Negotiating Committee to conduct research on agreements, be alert to the problems under the present agreement, study, investigate and propose beneficial changes, wages, pension plans, sick and welfare benefits, insurances, and other applicable areas of membership need, and to make recommendations to the membership before opening of negotiations with the Company.

Section 2 The Local Lodge Negotiating Committee shall have the power to negotiate terms of agreement, but will not have the power to sign any agreement with the Company without the direction and approval of the membership.

<u>Section 3</u> Local Lodge S6 will distribute, to all Local Lodge S6 members, a questionnaire for the purpose of making recommendations and comments for the approaching contract negotiations.

Section 4 It is mandatory for any member who desires to qualify for nomination to the Negotiating Committee to Local Lodge S6 to attend at least six (6) regular monthly membership meetings in the twelve (12) months preceding the date of nomination.

ARTICLE VII – Local Lodge Committees

- (a) The Local lodge President shall appoint the following Local Lodge Standing committees: Joint Apprenticeship and Human Rights. He or she shall be Chairperson ex officio of these committees.
- (b) All other standing Local Lodge committees shall be elected for a term of two (2) years, biennially in October. Vacancies that occur between regular Local Lodge election dates shall be filled by vote of the Executive Board for the duration of the term, in a timely manner.
- (c) The local Lodge standing committees shall be Benefits (4 members), Community Services (5 members), Education (4 members), Safety and Health (5 members), Human Rights, Apprenticeship, Legislative (5 members), Organizing (5 members) and Women's (5 members). Local lodge Committee members shall be nominated and elected by a majority of votes cast by the members of the Local Lodge Executive Board, Chief Stewards, Shop and General Stewards and the Grievance Committee(s). Unless otherwise noted in this Article, the Local Lodge Recording Secretary shall oversight the nomination and election of the Committee members and the members of Local Lodge Committees shall nominate and elect a Chairperson of this Committee. Additionally, the Benefits Committee will have one (1) additional member appointed by Executive Board and the Safety Committee will have two (2) additional members appointed by the Executive Board.

(d) All standing committees shall select a chairperson of their respective committee within a timely manner.

<u>ARTICLE VIII - Local Lodge Membership Training and Education</u>

- (a) All Local Lodge members are eligible to submit their name for selection consideration for Education and Training programs offered by the Local Lodge, District and Grand Lodge. The Local Lodge Executive Board shall review all educational and training opportunities and shall determine by majority vote those members who will be appointed to attend such programs that will improve the ability of the Local Lodge to better represent the membership. Each year, in a timely manner, the Local Lodge Executive Board shall require that the Local Lodge Recording Secretary post and provide notice to the membership of all educational and or training programs via the Local Lodge Union Bulletin Boards, the Local Lodge Web Site and the Local Lodge Newsletter. Members serving in a Local Lodge representative's position or office and or on a Local Lodge Committee(s) will be given priority consideration for appointment to training concerning the activities of the Local Lodge position held or committee of which they are a member.
- (b) Any Local Lodge member who is authorized by the Local Lodge to travel to the William W. Winpisinger Education and Technology Center to attend educational training shall be reimbursed for actual wages lost for the period of the training assignment affecting the member's daily wages lost at regular pay, excluding any overtime. Prior to departure the member shall receive \$50.00 per day per diem on the day of travel to and from the center only, and should such training be canceled or the member not attend such training all per diem should be returned to the Secretary-Treasurer of the Local Lodge.

ARTICLE IX – Local Lodge Delegates and Expenditures

Section 1 – Delegates

- (a) Nominations of candidates for Local Lodge Delegate(s) and alternate delegates to conventions, conferences, and councils shall take place triennially at the regular membership meeting in September.
- (b) Any member in good standing and who is present at the regular membership meeting may nominate a member for each delegate position.

- (c) Any member nominated shall be present at the meeting when nominated or give his or her consent in writing at the time of the nomination. Such nominated member for District Lodge delegate shall meet the qualifications as required in Article III, Section 1(b) and Article IV, Section 3 of these Bylaws.
- (d) Elections for delegates so nominated shall be held at the next regular membership meeting in accordance with Article III, Section 4 (c) of these Bylaws.
- (e) Members receiving the highest number of votes will be declared the elected delegates and the alternates will be in the order of votes received.
- (f) Vacancies shall be filled by the alternated delegates in accordance with their standing.
- (g) Any delegate representing the Local Lodge shall be paid for the actual time lost from work as representative of the Local Lodge at the same salary per hour which he or she would have received had they been working in the yard or facility. This Section shall not apply to any full-time representatives of District Lodge 4.
- (h) Any elected or appointed Local Lodge delegate who represents the Local Lodge at any conference or convention shall be reimbursed for actual wages lost plus an allowance of \$90.00 per day per diem. Per Diem shall be proved prior to departure. In the event the delegate does not attend the conference or convention per diem will be reimbursed to the Local Lodge. Transportation costs and hotel/motel room shall be arranged and paid by the Local Lodge. In the case where overnight stay is not required only per diem shall be provided to such delegates whenever travel by automobile is authorized and substituted for other modes of travel, mileage expenses shall be in accordance with current IRS published rate per mile for traveling expenses.
- (i) Delegates to the District Lodge shall be nominated at the regular membership meeting in September every four (4) years. Election for District Lodge delegates shall be held on the second Wednesday of December from 6:00 a.m. to 8:00 p.m.
- (j) Members receiving the highest number of votes will be declared elected delegates and the alternates will be in the order of votes received.

Section 2 – Expenditures

In all cases, any Local Lodge expenditure in excess of \$125.00 must be voted on at a regular membership meeting and approved by a majority of those Local Lodge members voting. Expenditures from the Local Lodge Treasury shall only be made upon specific authorization by the membership. The Recording Secretary shall make a

voucher authorizing the expenditure and said voucher must be signed by both the Recording Secretary and the President. The voucher shall be transmitted to the Secretary-Treasurer who shall make out the Local Lodge's check accordingly, which shall be signed by the President and the Secretary-Treasurer.

Section 3 – Local Lodge Salaries and Loans

No salary shall be paid to any officer or member of this Local Lodge except as provided in these Bylaws or by an amendment properly made to these Bylaws as approved by the International President. No loans shall be made to any Local Lodge member or other person from the Local Lodge's funds.

Section 4 – Lost Time Reimbursement

- (a) Officers and members of the Local shall be reimbursed for time lost from their work while on union business only when previously authorized by the President and Secretary-Treasurer to take such time off, and in compliance with the applicable provisions of the Local Lodge Bylaws. Under such circumstances they shall be reimbursed by the Union for wages actually lost, plus legitimate expenses incurred on union business. Such expenses will be paid only upon presentation of verified receipts of such expenditures to the Local Lodge Secretary-Treasurer's Union Office, with final approval vested in the membership's actions at each membership meeting.
- (b) Delegates shall be elected in this Local, if possible, at least one (1) month prior to the Convention, Special Convention or State Convention or any other body with which this Local may be affiliated, by a fairly conducted general election in which all members in good standing shall have the opportunity to vote. Delegates to the Grand Lodge Convention shall be elected in accordance with Article II, Section 3 of the IAM Constitution.
- (c) The President and at least one (1) other member who served on the most recent Local Lodge Negotiating Committee shall be delegates to the Policy Conference. The Delegate or Delegates shall be elected by the Local Lodge Executive Board. When a delegate must use his or her own vehicle, they will receive the maximum allowable mileage per current IRS guidelines.

Transportation costs and hotel/motel room shall be arranged and paid for by the Local Lodge. Prior to departure delegates shall receive \$50.00 per day per diem. In the event a delegate does not attend the conference per diem will be reimbursed to the Local Lodge.

(d) During any one calendar year, financial response to any solicitation other than for Local Lodge or Union oriented causes shall be limited to up to one-thousand dollars (\$1,000.00) for any one national or local organization.

(e) No donation to other than union oriented causes shall be made if the Local treasury should fall below twenty five thousand dollars (\$25,000.00).

ARTICLE X – Agreements and Strikes

Section 1 – Negotiations Conditions and Agreements

Prior to the Local Lodge entering into negotiations with an employer for a successor collective bargaining agreement, or for a major modification of an existing collective bargaining agreement, the officers of this Local Lodge must notify the International Union, the Territorial General Vice President, and the District Lodge 4 Directing Business Representative of the pending negotiations and or meetings. No agreement or amendment to an agreement between this Local Lodge, and any Local of this Union, and an employer shall become effective, or be deemed to be valid unless said agreement or amendment:

- (a) Names this Local Lodge and District Lodge 4 as a party to the agreement;
- (b) Has been approved by the IAM Executive Council, and following such approval;
- (c) Has been ratified by the vote of the majority of those members to be covered by the agreement who vote on the question. Such agreement(s) shall be made available to every member covered by the agreement before a ratification vote is taken, and said agreement(s) must be endorsed by a majority vote of the aforementioned members before becoming effective.

Section 2 - Strikes

No strike(s) shall be called without first having been submitted to the membership of the Local, and as long in advance of a vote being taken on same as shall be submitted to the membership. No strikes shall be called without authority and sanction, in writing by the International President, as provided in the IAM Constitution.

<u>Section 3 – Representative Authority</u>

The Grand Lodge, District Lodge 4, and this Local Lodge shall be the exclusive representative of each member of this Local Lodge for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and any and all other conditions of employment for the negotiation and execution of contracts with employers covering all such matters, including contracts requiring membership or the continuance of membership in the union as a condition continued employment, and also

including contracts requiring the employer to deduct, collect or assist in collecting from his or her wages, any dues, fees, assessments, fines or other contributions payable to the Grand Lodge or this Local Lodge. The Grand Lodge, District Lodge 4, and this Local Lodge shall be deemed to be, by each member of this Union, irrevocably designated, authorized and empowered exclusively to appear and act for the membership before any person, committee, board, court, or tribunal of any kind in any matter affecting their status as an employee, or as a member of this Local Lodge or the Grand Lodge, and exclusively to act as the Local Lodge's and or member's agent to represent and bind the Local Lodge or the member(s) in the presentation, prosecution, adjustment and settlement of all claims, grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as he or she might or could do if personally present.

ARTICLE XI – Shop Stewards and General Stewards

Section 1 – Nomination and Election of Shop Stewards

- (a) Each Local Lodge represented company department shall nominate and elect a Shop Steward or Stewards within their department and on the same shift. Elections are to be held biennially in September. Vacancies occurring between biennial elections are to be filled in the manner prescribed in Section 1 (b) of these bylaws. Nomination forms may be obtained from the Local Lodge Business office and must be signed by not less than 10% of the members affected in good standing and submitted to the Local Lodge Recording Secretary within the time parameters required. The Executive Board shall vote based on the Chief Steward's recommendation to fill short-term vacancies in steward positions.
- (b) Shop Stewards shall be elected by the members employed in the Local Lodge represented company department and shift involved. To be nominated for shop steward a member shall require the signature of not less than 10% of the members affected. The list of eligible nominees shall be posted on the Local Lodge's Union bulletin board not less than one (1) week prior to election. The Local Lodge Recording Secretary shall oversight the nomination and election of all Shop Stewards, and may select such members to assist him or her as may be necessary and shall train such members as election tellers in accordance with current election procedures. The number of Shop Stewards to which each department and shift is entitled shall be posted on the Local Lodge Union bulletin boards.
- (c) Any member in good standing with the Local Lodge is eligible to seek nomination and election to be a Shop Steward in the department and shift in which an opening exists, if he or she has been in continuous good standing in the Local Lodge for not less than twelve (12) months prior to his or her nomination.

(d) The Shop Stewards on the same shift within the areas/shift will nominate and elect a General Steward (1 for EBMF, 1 for 2nd Shift and 1 for 3rd Shift) who will coordinate with the area wide stewards, the Local Lodge Grievance Committee(s), the Chief Steward(s) and the company concerning matters affecting members, the collective bargaining agreement and other related issues.

Section 2 - Shop and General Steward Duties

- (a) The duties of the Shop and General Steward shall be to maintain close contact with all members in his or her department for the purpose of ascertaining the existence of any grievance or complaint against the company. When the shop or general steward has ascertained the existence of a grievance or complaint against the company he or she shall seek the settlement of such complaint or grievance through the grievance procedure in compliance with the applicable CBA. Once a shop or general steward has reduced a grievance to written form, the grievance will be submitted to the chief steward for processing. All submitted grievances must be accompanied by fact sheets and supporting documents.
- (b) The Shop Steward shall contact every new employee as soon as possible after he or she is employed and secure his or her name, address and all other information of interest to the Local Lodge, and submit this information to the Local Lodge President as soon as possible.
- (c) All Shop and General Stewards must attend at least two (2) mandatory steward training sessions per year, pertaining to specialized grievance handling, including arbitration procedure, the negotiated safety & health program, motivation, understanding of committees, organizing and American with Disabilities Act (A.D.A), and the principles and values espoused by the IAM.
- (d) When so requested, the Shop and General Steward shall, as a condition of retaining his or her Stewardship, assist in the distribution of Union periodicals, leaflets, and such other materials as may be distributed by the Local, District or International Union. A record shall be kept of each incident in which he or she may fail or refuse to comply.
- (e) Any Shop or General Steward or Local Lodge Grievance Committeeperson may be suspended by action of the Local Lodge Executive Board and or the membership pending investigation and possible action as provided within Article L of the IAM Constitution for improper conduct or for failing to fulfill or improperly fulfilling the duties of his or her position.
- (f) Should a Shop or General Steward be absent from any two successive regular membership meetings of the Local Lodge the Steward shall be deemed to have automatically vacated his or her Steward's position. This provision

also applies equally to Local Lodge Grievance Committeepersons or Appointee(s). Exception is made for regularly granted compensation time. Such member shall not be eligible to serve in said capacity for a period of one year, except as otherwise proved in Sub-Section (g) of this Article.

- (g) Those mentioned in Sub-Section (f) of this Article may be reinstated by the Local Lodge Executive Board, provided same shall appear before said Board and show that such absence was due to extremely unusual circumstances and or conditions beyond their control. Habitual absenteeism shall not be excusable.
- (h) When it becomes necessary to reduce the Local Lodge steward force because of Local Lodge represented company department has dropped to a number of employees below that require by the contractual agreement, the procedure shall be as follows:
- 1. The steward with the least departmental seniority shall be the first one relieved.
- 2. In the event departmental seniority is equal the provisions of the collective bargaining agreement providing for reduction by alphabetical order shall be used, with the steward with the highest letter of the alphabet in his or her last name at the time he or she was elected being the first one relieved. The letter Z being the highest.

ARTICLE XII - Local Lodge Bylaws and Proposed Amendments

Section 1 – Proposed Amendments

(a) All proposed amendments to the Local Lodge Bylaws must be presented to the Local Lodge Recording Secretary in writing, signed by at least (5) five members in good standing of the Local Lodge. Upon receipt of the proposed amendment(s) the Local Lodge President shall immediately appoint a committee of five (5) members to study the proposed amendment. The committee's recommendation shall be made to the Local Lodge Executive Board at its next meeting, and shall then be referred from the Local Lodge Executive Board to the following regular membership meeting for membership action, approval or disapproval or referral. Notice of any proposed amendment shall be posted in its entirety at least ten (10) working days prior to the regular membership meeting. A two-thirds (2/3) vote of the members present at the Local Lodge regular membership meeting shall be required for passage and adoption, with the exception of dues increases as stated in Article 2, Section 4(b) of these Bylaws. The proposed amendment shall then become effective upon the approval of the International President.

- (b) A proposed amendment to a Local Lodge Bylaws which is approved or defeated cannot again be proposed and or resubmitted to a vote of the Local Lodge members for a period of at least one (1) year, except if the proposed amendment was to amend the amount of union dues and or initiation fees to be paid to a Local Lodge in which case such proposed amendment may again be proposed and voted upon without restriction as to any elapsed period of time.
- (c) When five (5) Bylaw Amendments become effective, the Bylaws shall be updated.
- (d) Any contract or agreement entered into by this Local Lodge and with an employer shall constitute, and be binding as, a portion of these Bylaws.
- (e) Any questions of rules or procedure which are not specifically covered by these bylaws or by the IAM Constitution shall be settled by Robert's Rule of Order.

Section 2 – Members Entitlements

Each member in good standing of this Local is entitled to receive a copy of the Local Lodge Bylaws, the IAM Constitution and any collective bargaining agreement entered into by the Local Lodge, affecting his or her employment.

ARTICLE XIII – Governance

Nothing in these Local Lodge Bylaws shall be construed or applied in a manner that will conflict with any of the provisions of the IAM Constitution. All matters arising and not specifically covered by these Bylaws shall be governed by the IAM Constitution.

COPY OF ORIGINAL

Lebel / lower

Robert Martinez, Jr.

Approved by

INTERNATIONAL PRESIDENT

RIGINAL BYLAWS