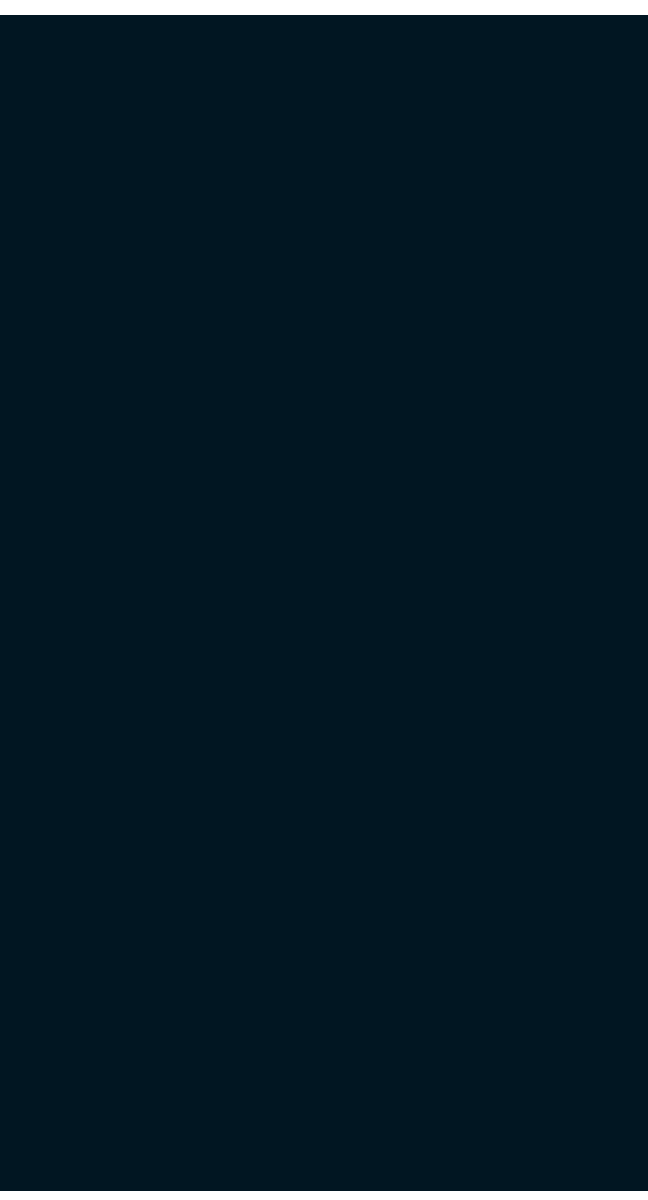


*By-Laws  
and  
General Rules*



**Local Union 94-94A-94B  
International Union  
of Operating Engineers**



# **ARTICLE I**

## **ORGANIZATION AND JURISDICTION**

**Section 1.** This organization shall be known as Local 94-94A-94B of the International Union of Operating Engineers, and hereinafter referred to as the Local Union.

**Section 2.** The object of this Local Union shall be to organize all employees within our jurisdiction; to better their conditions morally, physically, socially and financially; to establish and maintain an equitable schedule of wages, decent hours and fair working conditions through collective bargaining and otherwise to disseminate information among workers regarding economic, social, political and other matters affecting their lives and welfare; to advance interests of workers by advocating and endeavoring to secure the enactment of beneficial legislation and opposing and endeavoring to obtain the defeat or repeal of laws detrimental to labor; to promote and support democracy and free trade unionism throughout the United States and the entire world to assist and encourage other organizing workers and to engage in such other activities as may be necessary or proper to strengthen the labor movement and to extend the process of

collective bargaining throughout all trades and industries; to use all lawful means to safeguard and protect the interests of its members, including giving donations, contributions or grants for charitable, political or educational purposes; to organize corporate or other instrumentalities; to affiliate or lend assistance to the association of labor organizations and to political organizations; and to use all other appropriate means for the accomplishment of the foregoing objects or any of them.

**Section 3.** The territorial jurisdiction of this Local Union shall be the City of New York and such other counties of the State of New York and other districts and areas as the International Union shall assign to this Local Union.

**Section 4.** This Local Union shall be composed of engineers, engaged in the craft over which our International Union exercises craft jurisdiction, or other persons who may qualify to become junior or apprentice engineers therein, firemen, and mechanics.

## **ARTICLE II**

### **OFFICERS, TERM, ELIGIBILITY, VACANCIES, ELECTION**

**Section 1.** The officers of this Local Union shall consist of a Business Manager,

President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, three (3) Trustees, three (3) Auditors, Conductor and Guard. Elected officers of this Local Union may hold more than one (1) elected position concurrently.

**Section 2.** The terms of all officers shall be three (3) years. No member shall be eligible for election, be elected nor hold office unless he/she shall have been continuously in good standing for one (1) year preceding the month of nominations, or unless, within ten (10) days after having been notified in writing by the Recording-Corresponding Secretary of his/her nomination to Local Union office, a written acceptance of his/her nomination to office is received by the Recording-Corresponding Secretary of this Local Union. In addition, he/she shall have been in regular attendance at all regularly scheduled Local Union membership meetings held after nominations and before elections subject, however, to a reasonable excuse based upon good cause, such as incapacity or death in family. Within five (5) days after the nomination have been concluded, the Recording-Corresponding Secretary shall mail to each member nominated, notice of his/her nomination and to the office to which he/she

has been nominated, at his/her last known home address, and shall read or cause to be read the name of each nominee and identify the office to which such nominee seeks election at each regularly scheduled Local Union membership meeting held after receipt of the nominee's written acceptance of nomination. Because of the heavy responsibilities imposed on the Business Manager of a Local Union, no member shall be eligible for election, be elected nor hold the office of Business Manager unless he/she shall have been continuously in good standing in this Local Union for not less than two (2) years preceding the month of nominations, in addition to fulfilling the qualifications for other Local Union office.

**Section 3.** A vacancy in any office shall be filled by appointment for the unexpired term thereof, upon vote of a majority of the following officers: President, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and the Business Manager. In the event the said officers shall fail to fill said vacancy within thirty (30) days after the same shall occur, then said position shall be filled by secret ballot vote of the majority of the membership in good standing present at the next regular meeting of the Local Union following the expiration of the said thirty (30)

days. In order to fill a vacancy under this section, a member must, at the time of election, be in good standing with respect to the payment of dues and meet the requirements contained in the second and fourth paragraphs of Article XXIV, Subdivision 1, Section (b) of the International Constitution. The office of any officer who shall fail to discharge duties of his/her office for four (4) successive meetings may be declared vacant by a majority vote of the membership in good standing. Any officer or representative of a Local Union may be removed after due trial for causes provided in this Article upon an affirmation vote of three-fourths (3/4) of the membership in good standing in the same manner and form provided in the trial of members in this Article.

**Section 4.** The general election of officers of this Local Union shall be held at the last regular meeting in August and the nominations shall be made at a regular meeting prior to the election, but in no event earlier than the May meeting preceding the election. The installation of newly elected officers shall take place at the first regular meeting in September. The Local Union will vote by secret vote on a machine at a time and place directed by the Executive Board. The polls will be open between the hours of 8:00 A.M. to 10:00 P.M.

Officers shall be elected by a plurality of the votes cast, except that the three (3) candidates receiving the highest number of votes for the office of Trustee and Auditor shall be elected. Adequate safeguards to insure a fair election shall be provided by the Local Union, in accordance with the International Constitution, applicable law, and such rules and regulations as may be promulgated by the general Executive Board.

**Section 5.** By virtue of their office, the Business Manager, the President, the Vice President, Recording-Corresponding Secretary, the Financial Secretary and the Treasurer shall be designated delegates to the General Convention.

### **ARTICLE III**

## **OFFICERS, POWERS, DUTIES**

**Section 1.** Business Manager.  
He/she shall be the Chief Executive Officer of the Local Union. He/she shall direct and conduct the affairs of this Local Union and represent all Members of the Local Union. Specifically, but not in limitation of his/her general powers and duties:

(a) The Business Manager shall direct for this Local Union the negotiations of all



Agreements with Employers and shall enforce each such Agreement fully through his/her staff.

**(b)** The Business Manager shall be in direct charge of all Representatives and Office Employees and vested with full authority to employ and discharge same, and should he/she discharge any such employee, then said employee shall not be re-employed or paid by the Local Union in any capacity during the term of office of such Business Manager unless his/her prior approval has been given.

**(c)** The Business Manager shall employ Legal Counsel, Certified Public Accountants, and other professional personnel as he/she may deem necessary or advisable.

**(d)** The Business Manager shall fix compensation, incentive pay, if any, bonuses, if any, expenses, automobile allowances and use of automobiles for all personnel required for the efficient administration of the Union.

**(e)** When in the judgment of the Local Union Business Manager, it shall be necessary, proper, advisable or desirable to protect, preserve, secure or advance the interests, objects, purposes and principles or any of them of this Local Union -

**(i)** Except when inconsistent with

applicable law, he/she is authorized on behalf of this Local Union to initiate legal or administrative proceedings, actions or suits and to defend this Local Union in any legal (civil or criminal) or administrative proceedings, actions or suits.

(ii) Except when inconsistent with applicable law, he/she is further authorized on behalf of this Local Union to make a recommendation to the Executive Board concerning the defense of the Local Union's Officers, local Union Business Manager, Local Union Executive Board and its Members, Representatives, Agents and Employees in any legal (civil or criminal) or administrative proceeding, action or suit in which any of them are named as a party by reason of any act or thing done or which it is claimed any of them failed to arising out of or in the course of their duties, or employments as an Officer, Local Union Business Manager, Local Union Executive Board or its Members, Representatives, Agents or Employees. Upon affirmative vote of the Executive Board, such a defense will be undertaken. However, the Executive Board may not authorize the Local Union to undertake the defense of an officer or representative if he/she has been charged with a breach of trust to the Local Union or to any

member of the Local Union, although the Executive Board may ultimately vote to indemnify the officer or representative if the action is terminated favorably to the accused officer or representative.

(iii) He/she is further authorized on behalf of this Local Union with the advice and consent of the Local Union Executive Board, and consistent with applicable law, to compromise and settle any such legal (civil) or administrative proceeding, action or suit herein above referred to and to pay from the Local Union Treasury all or any part of such compromise or settlement and any judgment or decree.

(f) The Business Manager may, at his/her option, be a delegate and attend all meetings and conferences to which the Local Union is entitled to send a delegate.

(g) The Business Manager shall incur such expense as may be necessary, proper, advisable in the carrying out of the Business Manager's duties and shall cause all salaries and current expenses to be paid.

(h) The Business Manager shall do and perform all acts, whether or not expressly authorized herein, which he/she deems are necessary, advisable or proper for the protection of the property of this Local Union

including the purchase of insurance policies, and for the benefit of this Local Union and its Members.

(i) The Local Union Business Manager may be delegated such other duties as the Local Union or the General President may deem advisable or necessary.

(j) The Local Union Business Manager's salary shall be set from time to time by the Local Union Executive Board. In addition, the Business Manager shall receive all his/her actual expenses and such other allowances as the Executive Board may from time to time set or designate, inclusive of full use of an automobile.

**Section 2.** President. It shall be the duty of the President to preside at all meetings of the membership; to enforce the constitution, laws, rules, ritual and customs of this organization; to decide all questions of order subject to an appeal to the Local Union; to cast the deciding vote in case of a tie; to sign all orders of the Treasurer for the disposition of funds authorized by the Local Union; to appoint all committees unless otherwise provided for; and to furnish the General President full and complete information on any subject within his/her control or knowledge when requested; and to perform such other duties as appertain to his/her office or which

from time to time may be delegated to him/her by action of the Local Union or other authorities in the organization.

**Section 3.** Vice President. It shall be the duty of the Vice President to assist the President in the discharge of his/her office, fill his/her place in his/her absence and have such other duties as are customarily incident to his/her office.

**Section 4** Recording-Corresponding Secretary. It shall be the duty of the Recording-Corresponding Secretary to keep the minutes of each meeting; to read all the correspondence and documents; to issue notices for the calling of meetings; to sign all orders of the Treasurer for the disposition of funds authorized by the Local Union; to notify the General Secretary-Treasurer of all newly elected officers; to keep a record of all applications for membership and their addresses; to include a copy of the Financial Secretary's monthly report to the General Secretary-Treasurer in the minutes; to furnish the General President full and complete information on any subject within his/her control or knowledge when requested, and such other duties are customarily incident to his/her office or which may from time to time be delegated to him/her by the Local Union or

others in authority. The Recording-Corresponding Secretary shall within fifteen (15) days after election of delegates and alternates to a General Convention report to the General Secretary-Treasurer the names and addresses thereof, and upon failure to do so, he/she shall be subject to a fine of five (\$5.00) Dollars. Upon failure of the Recording-Corresponding Secretary to include in the minutes a copy of the Financial Secretary's monthly report to the General Secretary-Treasurer he/she shall be subject to a fine of (\$5.00) Dollars. Upon failure of the Recording-Corresponding Secretary to include in the minutes a copy of the Financial Secretary's monthly report to the General Secretary-Treasurer he/she shall be subjected to a fine of five (\$5.00) Dollars in each instance. In the absence of both the President and Vice President from a meeting the Recording-Corresponding Secretary shall call the same to order and a President pro tem shall be elected who shall serve as presiding officer for said meeting.

**Section 5.** Financial Secretary.

It shall be the duty of the Financial Secretary to receive all monies and all funds paid to the Local Union; to pay all funds received by him/her to the Treasurer upon receiving

Treasurer's receipt therefore; to keep a correct financial account of each member together with the name and address of each; to announce before the adjournment of each meeting the amount of funds collected thereat by him/her; to report at the end of each month to the Local Union the number of Members in good standing; to make a monthly written report to the General Secretary-Treasurer of all admissions, rejections, deaths, resignations, expulsions and suspensions; keep a record thereof and furnish the Recording-Corresponding Secretary a copy thereof; to keep a record of the dues stamps received and disbursed. He/she shall furnish the General President full and complete information on any subject within his/her control or knowledge when requested and perform such other duties as are customarily incident to his/her office or which from time to time may be delegated to him/her by the Local Union or other authorities.

**Section 6.** Treasurer. It shall be the duty of the Treasurer to receive and hold all funds collected by the Financial Secretary and delivered to him/her; to give receipt for monies delivered to him/her; to make no disbursements without approval of the Local Union and only upon written order of the President and Recording-Corresponding Secretary; to make

an itemized statement and report to the Local Union at the end of each quarter on the conditions of his/her accounts and the transactions of his/her office; to submit his/her books and accounts for inspection by the Trustees when called upon by them; to furnish the General President full and complete information on any subject within his/her control or knowledge when requested, and to perform such other duties as are customarily incident to his/her office or which from time to time may be delegated to him/her by the Local Union or other authorities.

**Section 7.** Conductor. It shall be the duty of the Conductor to examine all present at meetings; to ascertain that the dues book of each is paid up to date; to receive the quarterly current password; to report to the President all who are without the password; to conduct all candidates through the initiatory ceremony, and see that the Ritual is properly administered; to see that all candidates comply with the Ritual; to see that no one remains at the meeting or initiation save such as are members in good standing and who know the password; to furnish the General President full and complete information on any subject within his/her control or knowledge when requested and perform such other duties as are



customarily incident to his/her office or which may from time to time be delegated to him/her by the Local Union or other authorities.

**Section 8.** Guard. It shall be the duty of the Guard to take charge of the doors at meetings to see that none but the members in good standing and with the quarterly password enter; to allow no member to retire without consent of the President; to announce the names of all those without the password desiring admission and to admit such as the President shall designate; to furnish the General President full and complete information on any subject within his/her control or knowledge when requested and to perform such other duties as are customarily incident to his/her office or which from time to time may be delegated to him/her by the Local Union or other authorities.

**Section 9.** Trustees. It shall be the duty of the Trustees to have supervision over all funds and property of the Local Union under such instructions as they shall from time to time receive from the Local Union; to see that the funds of the Local Union are deposited by the proper officers in such banks and accounts therein as the Local Union shall designate; to examine the bank books and records of the Treasurer and any other officer holding funds

of the Local Union and see that the same are correct; to be custodians of the bonds covering the Financial Secretary and Treasurer and such other officers as the Local Union may require to be bonded; to furnish the General President full and complete information on any subject within his/her control or knowledge when requested. They shall have such other duties as are customarily incident to their office or which shall from time to time be delegated to them by other authorities. In those instances in which the Local Union is audited not less than annually by an independent public accountant, the Trustees shall certify on the basis of the audit of such independent public accountant. In carrying out the duties imposed upon them by this Section, the Trustees shall act as a Board of Trustees and no Trustee shall separately act in his/her individual capacity as a Trustee shall separately act in his/her individual capacity as a Trustee.

**Section 10.** Auditors. It shall be the duty of the Auditors to audit the books and accounts of the Recording-Corresponding Secretary, Financial Secretary, Treasurer, and other officer or representative holding funds of the Local Union, at the end of the official quarter each year; and to report thereon at the first meeting of the Local Union in the months

of January, April, July and October. However, in those instances in which the Local Union is audited not less than annually by an independent public accountant the Auditors shall report on the basis of such audit. The Auditors shall have the power to summon any officer or member to explain the condition of his/her records or any discrepancy that may appear therein and any officer so summoned shall be required to turn over to the Auditors all papers, records, books and property belonging to the Local Union demanded by them. They shall furnish the General President full and complete data on any subject within their control or knowledge when requested. In carrying out the duties and powers enumerated in this Section, the Auditors shall act as a Board of Auditors and no Auditor shall separately act in his/her individual capacity as an Auditor.

## **ARTICLE IV**

### **EXECUTIVE BOARD, POWERS, DUTIES**

**Section 1.** The Executive Board of this Local Union shall be composed of all elected officers as defined in Article II, Section 1 above. Their term of office in the Executive Board shall be the same as the term of office to which they have been elected.

**Section 2.** The Executive Board shall be the policy making and administrative tribunal of the Local Union. It shall have the powers to do any act and expend any monies in order to carry out the objects and purposes of this organization and any and all decisions of the Local Union. It shall have such other powers as may from time to time be delegated to it by action of the Local Union or conferred upon it by these by-laws and general rules or by the Constitution of the International Union. All acts of the Executive Board shall be reviewed by the Local Union, but shall be maintained in full force and effect subject to revocation by action of the membership of the Local Union if taken at the subsequent membership meeting following the adoption of the act in question.

**Section 3.** The presence of seven (7) Executive Board members shall be required to constitute a quorum of a meeting.

**Section 4.** The Executive Board shall designate all delegates or representatives of this Local Union whenever it deems it necessary to have such delegates or representatives attend any meeting, conference or convention concerning matters which affect this Local Union, except that delegates to the International Convention shall be nominated and elected in accordance with the

International Constitution. The Business Manager, President, Vice President, Recording-Corresponding Secretary, Financial Secretary, and Treasurer shall be delegates to the International Convention by virtue of their election to office.

**Section 5.** The Business Manager shall have the power to appoint and remove Trustees representing this Local Union for any welfare trust fund or pension trust fund set up by the Local Union and fix the term of office of such Trustee. No member shall be eligible for appointment or designation as such Trustee unless he/she is an elected officer of the Local Union.

## **ARTICLE V**

### **ADMISSION OF MEMBERS**

**Section 1.** Applications for membership shall be referred to a committee which shall consist of the Local Union Executive Board. This committee shall investigate the character and qualifications of the applicants and shall make a determination as to the qualifications of the applicant for membership in the Local Union. This determination shall be made on the basis of uniform standards and shall not be discriminatory in

any manner and shall be in accordance with all applicable law.

**Section 2.** After having been accepted by the committee referred to above, a list of such new members shall be presented at the next regular membership meeting for approval. Unless specifically disapproved, the action of the executive committee in approving such applicant shall be final.

**Section 3.** All new members of this Union shall as soon as practicable attend a new member orientation session provided by the Union at periodic intervals.

## **ARTICLE VI INITIATION FEES, DUES, FINES,ASSESSMENTS**

**Section 1.** All initiation fees and dues in this Local Union shall be set at such amount as is determined by the Executive Board and membership in accordance with the International Constitution and the applicable law.

**Section 2.** The dues and initiation fees of this Local Union may not be changed unless the membership affected are notified in writing at least ten (10) days prior to action at any meeting called for that purpose, that an

increase or decrease in dues is contemplated. No increase or decrease shall be approved unless the membership affected has voted upon the same by secret ballot.

**Section 3.** A new member shall receive a credit in the amount of \$100.00 toward the initiation fee if the member attends the first or second swearing-in ceremony of which the member is notified by the Local Union.

**Section 4.** A new member shall pay dues beginning with the calendar month following the thirtieth (30th) day of employment.

**Section 5.** A member is considered in good standing if he/she has paid all current dues, fines and assessments to the Local Union within thirty (30) days after they shall have become due and payable.

**Section 6.** Members who have not paid their current dues, fines or assessments within thirty (30) days after they shall have become due and payable shall, upon vote of the Local Union, be denied voice or vote within the Local Union or at any meeting of this Local Union.

**Section 7.** Members who have not paid their current dues, fines or assessments within ninety (90) days after they have become due and payable shall, upon vote of the Local Union, be suspended from membership in this

Local Union and not be considered as members in good standing hereof.

**Section 8.** A member who has been suspended under the provisions of this Section may be restored to membership in good standing and to his/her membership number only by making application on the form furnished by the General Secretary-Treasurer, together with the payment of all dues, assessments and fines then in arrears, the reinstatement assessment and, in addition, an amount equal to three (3) months' dues. When all the foregoing requirements have been fulfilled by the applicant, notice thereof shall be given by the Financial Secretary to the General Secretary-Treasurer on the next monthly report, accompanied by all documents, reinstatement assessment and other charges due thereon.

**Section 9.** Any worker working part-time in this Local Union's jurisdiction shall, while working in the jurisdiction of the Local Union, remit the same dues as all other members.

## **ARTICLE VII**

### **DUTIES OF MEMBERS**

**Section 1.** Any officer or member of this Local Union who becomes a habitual



drunkard, who wrongs a fellow member or defrauds him/her, who commits an offense discreditable to this Local Union, who seeks to dissolve this Local Union or separate it from the general organization, who willfully engages in slander or libel where such slander or libel is contrary to the responsibility of every member toward this organization as an institution or specifically interferes with the organization's performance of its legal or contractual obligations, who violated the trade rules of the locality in which he/she is working, who fraudulently receives, misapplies, converts or embezzles the funds of this Local Union or the monies of any member entrusted to him/her, who violates his/her obligation or any section of these by-laws or constitution, rules, edicts and ritual of the International Union, who is guilty of insubordination, or who refused to acknowledge or perform the lawful command of those authorized within this Local Union to issue the same, may be disciplined or, upon trial therefor and conviction thereof, be fined, suspended or expelled from this Local Union.

**Section 2.** Any member working contrary to a declared strike or the rules established by this Local Union by reason of a lockout shall upon trial and conviction thereof be subject to a fine or expulsion or both. This

Local Union shall have the power to fix such other offenses as from time to time may be determined by them.

**Section 3.** Any member, who changes his/her address and fails to notify the Local Union office of said change within two (2) weeks, may be subject to a fine of Fifty Dollars (\$50.00).

**Section 4.** Any member who knows of a vacancy in the territorial and craft jurisdiction of this Local Union shall report same to the office of this Local Union. Failing to do so, charges may be preferred against the offender.

Should however the case be an emergency, the member knowing of the vacancy shall endeavor to place a brother/sister member in the position and report his/her action to the office of the Local Union during the next business day.

**Section 5.** No member shall explain, demonstrate, show or give instruction on the operation of any machinery, system or method in connection with a position which he/she holds to any person or persons other than a brother/sister member, except when permission in writing is given by the Local Union. Charges may be preferred against any member violating this Section.

## **ARTICLE VIII**

### **MEETINGS**

**Section 1.** Regular meetings shall be held once each month in the Borough of Manhattan, City of New York except in the months of July and August. However, during a year in which the election of officers is held there shall be meetings in the months of July and August. The August meeting shall consist of the election of officers. Each member must sign an attendance roster upon entering monthly meetings.

**Section 2.** Executive Board meetings shall be held during each month in which there is a membership meeting prior to the regular membership meeting.

**Section 3.** Special meetings shall be called when ordered by the President or by a majority of the following officers: Vice President, Recording-Corresponding Secretary, Financial Secretary and Treasurer, or upon request of one-third of the members of the Local Union in good standing. Only such business shall be transacted as is indicated in the call for the meeting.

**Section 4.** The President may appoint a Sergeant-at-Arms who shall at all times maintain order during sessions of the Local

Union and by command of the President he/she shall remove from the meeting place any member disobeying the orders of the President. If found necessary, the President may call upon any member present to assist the Sergeant-at-Arms in the discharge of his/her duties.

**Section 5.** Meetings shall be conducted in the manner of the order of business contained herein and any parliamentary question not covered by these by-laws or the International Constitution shall be resolved in accordance with the “Roberts Rules of Order.”

1. Roll Call of Officers.
2. Reading of the previous monthly membership meeting minutes.
3. Questions, omissions or errors on the minutes.
4. Reading of the previous Executive Board Meeting minutes.
5. Questions, omissions or errors on the minutes.
6. Treasurers Report on the certified public accountants quarterly report.
7. Old Business.
8. Business Managers Report.
9. New Business.

**Section 6.** The Annual Meeting of this

Local Union shall be the June Membership Meeting of each year.

## **ARTICLE IX**

### **UNION FUNDS**

**Section 1.** The Financial Secretary shall deposit in the name of the Local Union, in banks or securities designated by the Executive Board, all monies received by him/her as Financial Secretary and shall advise the Treasurer of such deposits without delay.

**Section 2.** Motions from the floor at a regular or special meeting which motion, if passed, would require the expenditure of Fifty Dollars (\$50.00) or more from the funds of this Local Union shall be referred by the presiding officer to the Local Executive Board for action thereon. The Executive Board shall report their recommendations at the next meeting of the Local Union.

**Section 3.** No monies shall be loaned by this Local Union for any purpose whatsoever.

**Section 4.** An annual financial report of this Local Union shall be read at the general membership meeting immediately following its receipt. An annual report shall be made at the October membership meeting and posted in the next newsletter.

## **ARTICLE X**

### **CLEARANCE - WITHDRAWAL CARDS**

**Section 1.** Any member desiring a clearance card for the purpose of transferring his/her membership to another local union shall make application for same to the Financial Secretary, and a card will be issued according to the regulations of the International Constitution.

**Section 2.** Any member seeking a withdrawal card from this Local Union shall appear before the Executive Board of this Local Union, unless such appearance is waived by the Board.

**Section 3.** All fees relating to clearance and/or withdrawal cards will be in accordance with the International Constitution.

## **ARTICLE XI**

### **CONTRACTS**

**Section 1.** Proposed collective bargaining agreements and modifications thereof may be negotiated for this Local Union or its members by the Business Manager, by a committee appointed by the Business Manager, by the Executive Board or by a business representative.

The affected membership may submit proposals and recommendations for modifications which shall be considered by the Executive Board and submitted to the membership for approval. Collective bargaining agreements and modifications shall not be executed until approved by the membership affected in such manner as the Executive Board shall determine. In the event that the proposed agreement or modification involves the greater part of an industry, approval of the membership affected shall be obtained by a secret ballot to be voted at such time and place and in such manner as the Executive Board shall determine. When such approval has been obtained, the agreement shall be signed by the Local Union's President, Recording-Corresponding Secretary and Business Manager. Copies of final agreements and modifications negotiated by this Local Union shall be filed with the General President immediately after execution.

**Section 2.** Wherever possible, contracts or modifications of existing contracts to be submitted for approval to the membership affected, shall be available to such membership prior to the vote on such contract.

## **ARTICLE XII**

### **GRIEVANCES - STRIKES**

**Section 1.** When a grievance, difficulty or dispute arises between a member of this Local Union and an employer, such member or members shall report the same to the Local Union office, which shall investigate the facts and confer with the employer with the view of adjusting said grievance, difficulty or dispute.

**Section 2.** If no settlement of the grievance, difficulty or dispute can be affected and if the Executive Board or the President or Business Manager determines that strike action is necessary, then this Local Union shall follow the provisions of the International Constitution required to be taken before strike action is authorized.

**Section 3.** Members of this Local Union shall respond for picket duty when notified by the office of his/her Local Union or by the business representative. Such picket duty shall not exceed four (4) hours in any one (1) day when the picketing involves the member's own bargaining agreement and shall not exceed four (4) hours in any one (1) week when the picketing involves another member's bargaining agreement.

Failure to respond at the time and place



assigned, when properly notified, shall subject the offender to a fine, and such additional discipline action as this Local Union may determine.

## **ARTICLE XIII**

### **CHARGES AND TRIALS**

**Section 1.** Charges and trials against members of this Local Union shall be in conformity with the International Constitution.

## **ARTICLE XIV**

### **LOCAL 94-94A-94B I.U.O.E.**

### **POLITICAL ACTION COMMITTEE**

**Section 1.** There is established a Political Action Committee which shall be known as the Local 94-94A-94B I.U.O.E. Political Action Committee ("Local 94 P.A.C.") to organize and maintain funds, one for state and local political and election activity and one for federal political and election activity.

**Section 2.** The Business Manager shall be the President and Chief Executive Officer of the Local 94 P.A.C. and the Vice President of the Local Union shall be the Treasurer of the Local 94 P.A.C. The remaining elected officers of the Local Union shall, together with

the President and Treasurer, constitute the Executive Board of the Local 94 P.A.C.

**Section 3.** The Local 94 P.A.C. shall establish and maintain a fund, which shall be wholly separate and segregated from the accounts of this Local Union, and which shall be used for the sole purpose of making expenditures for state and local political exempt functions of the Local 94 P.A.C., which shall be known as the Local 94 Political Action Committee State Fund (“Local 94 P.A.C. State Fund”). As and when authorized by the Local Union’s Executive Board, the Local 94 P.A.C. State Fund shall be funded from the membership dues money received by the Local Union on the basis of fifty cents (\$.50) per week, per member (or such other amounts as is determined from time to time by the Local Union’s Executive Board), and which shall be payable by the Local Union to the Political Action Committee promptly upon the Local Union’s receipt of same.

**Section 4.** The Local 94 P.A.C. shall establish and maintain a fund, which shall be wholly separate and segregated from the accounts of this Local Union, and which shall be used for the sole purpose of making expenditures for federal political exempt functions of the Local 94 P.A.C. which shall be

established in accordance with applicable federal law and regulations, and which shall be known as the Local 94 Political Action Committee Federal Fund (“Local 94 P.A.C. Federal Fund”). The Local 94 P.A.C. Federal Fund shall be funded solely by the voluntary contributions of the membership of this Local Union.

**Section 5.** Unless and until such time as the Executive Board authorizes the funding of the Local 94 P.A.C. State fund, the Business Manager shall be authorized to expend monies of the Local 94 P.A.C. Federal Fund for both federal political exempt functions and state and local political exempt functions.

**Section 6.** The Business Manager shall be authorized to expend monies of this Local Union to defray the costs to establish, administer, maintain and solicit contributions for Local 94 P.A.C., Local 94 P.A.C. State Fund, and Local 94 P.A.C. Federal Fund.

## **ARTICLE XV**

### **CODE OF ETHICS**

#### **PREAMBLE**

WHEREAS, fair and ethical practices are fundamental to the proper functioning of the

International Union of Operating Engineers, AFL-CIO and its affiliated subordinate bodies; and

WHEREAS, proper representation of the members can only be maintained if all Union officers, representatives, employees, and members observe the highest standards of ethical conduct; and

WHEREAS, the General President, General-Secretary-Treasurer, and the General Executive Board of the International Union are committed to maintaining the highest level of ethical conduct; and

WHEREAS, because a code of ethics designed to maintain those standards and to guide the future conduct of Union officers, representatives, and employees is deemed beneficial to the International, its affiliated subordinate bodies, and its membership, the General Executive Board approved a Code of Ethics which was adopted by the 37th General Convention; and

WHEREAS, this Local Union desires to expand the Code of Ethics adopted by the 37th General Convention by ensuring its application to all elected and appointed officers, business, employees and members as provided in this Code of Ethics (“Code”).

## I. Introduction

A. This Code expresses the Union's basic values and guiding principles and is designed to guide Union officers, representatives, employees, and members in their day-to-day decision-making and conduct. The Code supplements the obligations already imposed on the Union, its officers, representatives, employees, and members by federal and state law, by applicable regulations, by the International Constitution, and by Local Union bylaws.

B. The Code applies to this Local Union, to every employee, officer, agent, and member thereof, and to every union trustee of any benefit fund.

## II. Democratic Practices

The International Union of Operating Engineers' traditions, its Constitution, and federal law protect the democratic rights of Union members to participate fully, without fear, abuse, or intimidation, in the affairs of the Union. To that end, the following principles shall be honored and enforced.

A. Each member shall be entitled to a full share in union self-government. Each member shall have full freedom of speech and the right to participate in the affairs of the International

and his/her Local Union. Subject to reasonable rules, regulations and qualifications, each member shall have the right to run for office, to nominate through duly established procedures, and to vote in free, fair and honest elections.

B. The Union shall ensure that its operations shall be conducted in a democratic and fair manner. Rules must be fairly and uniformly applied and disciplinary procedures shall be fair and afford due process to each member.

C. Local Union membership meetings and International Conventions shall be held regularly pursuant to the relevant provisions of the IUOE Constitution and Local Union bylaws, with proper notice of time and place, and shall be conducted in an atmosphere of fairness.

D. In a democratic union, as in a democratic society, every member has certain rights but the member also must accept certain corresponding obligations. Although each member has the right to criticize the officers, employees or agents of the Union, that right does not include the right to undermine the Union as an institution, to carry on activities with complete disregard of the rights of other members and the interests of the International

Union or any of its subordinate bodies, to subvert the Union's goals in collective bargaining, or to advocate or engage in dual unionism.

### III. Financial Practices

A. The assets and funds of a labor organization are held in trust for the benefit of membership. The membership is entitled to assurance that those assets and funds are not dissipated and are spent for proper purposes. The membership is also entitled to be reasonably informed as to how those assets and funds are invested or used.

B. The Union shall conduct its proprietary functions, including all contracts for purchase or sale or for the provision of significant services, in accordance with the practice of well-managed institutions, including the securing of competitive bids for major contracts where appropriate.

C. The Union shall not permit any of its funds to be invested in a manner that results in the personal profit or advantage of any Union officer, employee or representative.

D. No Union officer, representative, employee, or member shall convert any property belonging to the Union to the individual's personal advantage.

E. There shall be no contracts for purchase or sale or for rendering services that result in personal profit or advantage to any Union officer, representative, employee, or member. No Union officer, representative, employee, or member shall obtain improper personal profit or improper advantage from any action of any other Union officer, representative, employee, or member.

F. The Union shall not make loans to its officers, representatives, employees, members, or to their families, for the purpose of financing the private business of such persons.

#### IV. Benefit Funds

A. No officer, representative, employee, member, or Union trustee of a benefit fund shall receive fees or salaries of any kind from a fund established for the provision of health, welfare or retirement benefits, except for reimbursement for appropriate expenses to the extent provided for in the applicable trust agreement and as approved by the Board of Trustees of the particular benefit fund.

B. All Union officers, representatives, employees, members, or any persons acting as a Union agent who exercise responsibilities or



influence in the administration of health, welfare and retirement programs or the placement of insurance contracts shall comply with applicable federal law and avoid any conduct which constitutes a breach of his/her duties to such benefit fund.

## V. Business and Financial Activities of Officers and Agents

A. Any person who represents the International Union or subordinate body, whether elected or appointed has a sacred trust and a fiduciary duty to serve the best interests of the members and their families. Therefore, every officer, representative and employee must avoid any outside transaction which creates an actual or potential conflict of interest.

B. No Union officer, employee or representative shall have a personal financial interest which conflicts with his/her duties.

C. Except for stock purchase plans, profit sharing or retirement plans, no Union officer, representative or employee shall have any substantial interest in a business with which the Union bargains collectively.

D. No Union officer, representative, employee, or member shall accept "kick-backs", under-the-table payments, valuable

gifts, lavish entertainment or any personal payments of any kind, other than regular pay and benefits for work performed as an employee, from an employer whose employees are represented by the Union and whose employees the Union seeks to represent.

E. No Union officer, representative, employee, or member shall accept any payments, gifts or favors from any member or prospective member in exchange for jobs or other special considerations that might give the member or prospective member special advantages, standing, or status within the Union.

F. The principles of this Code apply to those investments and activities of third parties that amount to a subterfuge to conceal the financial interests of Union officers, employees or representatives.

G. Because the mailing lists of a union are valuable assets, such lists are to be used only to promote the necessary legitimate functions of the Union and for no other purpose, and should not, under normal circumstances, be provided to an outsider for use in the promotion or sale of any goods or services that benefit an individual or private concern.

## VI. Additional Prohibited Conduct

A. No Union officer, representative, employee, member, or Union trustee of any benefit fund, shall: (a) knowingly associate with any member or any associate of any organized crime or other illegal syndicate; (b) knowingly permit any member or associate of any illegal or organized crime syndicate to control or have influence in the conduct of the affairs of the Union or related benefit fund; or (c) obstruct or interfere with the International Ethics Officer.

B. The term "knowingly associate" shall mean that: (a) an individual knew that the person with whom he/she was associating was a member or associate of an organized crime or other syndicate; (b) the association related directly or indirectly to the affairs of the Union; and (c) the association was more than fleeting or casual.

## VII. Ethics Officer

A. On July of 2007, the General Executive Board authorized the General President to appoint an Ethics Officer.

B. The General Executive Board, upon the recommendation of the General President and consultation with the Ethics Officer, shall formulate such rules of procedure and establish practices as are necessary to facilitate the proper

functioning of this Code ("Operating Rules").

C. The conditions concerning the duties, term of office and other matters concerning the Ethics Officer shall be set forth in the Operating Rules.

## VIII. Conduct Not Covered

This Code of Ethics does not include or encompass grievances by members that arise under a collective bargaining agreement with an employer or to complaints concerning alleged violations of the International Constitution or Local Union by-laws unless such complaints involve an allegation of conduct that is prohibited under this Code.

## **ARTICLE XVI** **THE ANNUAL MEETING**

**Section 1.** A proposed amendment to these by-laws shall be submitted in writing at the Annual Meeting of this Local Union over the signatures of not less than twenty-five (25) members in good standing and shall be referred by the presiding officer of this Local Union to the Executive Board.

**Section 2.** Such proposed amendment shall be considered at the next regular meeting,

and if a majority vote of the members present approve such amendment, then it shall be read at the next two successive meetings.

**Section 3.** Notice in writing of the proposed amendment shall be given to all members after the second reading. The final reading shall be at a regular membership meeting or at a regular or a special meeting called for the purpose of considering such amendment. A majority vote of the members voting at such meeting shall be necessary in order to adopt such amendment.

**Section 4.** The by-laws may not be in contravention of the International Constitution, laws, rules, obligations or ritual or of the decisions, rulings, orders or direction of any authority of the International.

## **ARTICLE XVIII**

### **EXHAUSTION OF REMEDIES**

### **AND OTHER MATTERS**

**Section 1.** A member who feels that he/she has been denied a right under this Local Union's by-laws or the International Constitution, or that the officers of this Local Union have not properly applied the terms and conditions of the Local Union by-laws or the International Constitution in the conduct of

this Local Union election procedures or in the general business of the Local Union, shall have the right to appeal to the Executive Board Union.

Upon failure to get a satisfactory disposition of the matter, he/she then must appeal the Executive Board's decision to the International office, before instituting any action or proceeding relative thereto before a court or government agency.

**Section 2.** Any business not provided for in these by-laws shall be governed by the International Constitution.

**Section 3.** These by-laws shall be submitted for approval to the General President of the International Union and any action by the General President in regard to these by-laws shall be automatically and completely incorporated herein.

Approved: December 11, 2008  
VINCENT J. GIBLIN  
General President, I.U.O.E.



