

BY LAWS



**INTERNATIONAL UNION
OF
OPERATING ENGINEERS
LOCAL 25
MARINE DIVISION**

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PREAMBLE

The objects and purposes of this organization are to elevate the craft of the Dredgeman as an Operating Engineer to a proper position within the ranks of organized workers; to encourage a higher standard of skill among its members; to cultivate feelings of friendship among the members of the various crafts and those who may employ its members; to assist the members in securing and maintaining employment; to assist employers in obtaining skilled craftsmen from among its membership; to encourage and assist affiliated Local Unions to negotiate and consummate contractual relations with employers, through which wages, hours and conditions of employment may be properly regulated to the benefit of both the membership and employers, to encourage and legislate for and to obtain by economic means, such reduction of the number of hours of labor as will guarantee the proper distribution of available work to the greatest number of its members, to bring about increased opportunity for recreation and rest, the proper freedom to so observe the days set aside for religious worship and those recognized as the day Labor Day as well as other certain National, State, and Local events, to elevate the moral, intellectual, and social conditions of all the members by legal and proper means without regards to race, religion, sex, national origin or sexual orientation.

ARTICLE 1 DESIGNATION AND GOVERNING LAWS

SECTION 1. NAME OF LOCAL UNION:

The Local Union shall be known as Local Union 25, Marine Division - Hoisting and Portable - of the International Union of Operating Engineers as chartered by the same International Union.

SECTION 2. HEADQUARTERS

The Headquarters of this Local Union shall be located at 463 State Route #33, Millstone Township, New Jersey 08535 or other such location as the Executive Board may designate. Branch Offices may be established at other locations based upon the needs of the Local Union and special conditions.

SECTION 3. APPLICABILITY OF CONSTITUTION AND BY-LAWS

The Local Union and its Members are subject to the provisions of these By-Laws and the Constitution of the International Union of Operating Engineers and to any and all revisions, determinations and amendments thereto. Copies of the Local Union By-Laws are made available by request to all active members by mail and/or email. By-Laws are also available at our Local Union's website at www.iuoe25.org, located under the "Members Only" section.

SECTION 4. PREEMINENCE OF INTERNATIONAL CONSTITUTION

In the event of a conflict between these By-Laws and the Constitution of the International Union of Operating Engineers, the provisions of said Constitution shall prevail and all questions of law and fact hereunder shall be subject to the findings and interpretations provided for in said Constitution. Copies of the IUOE Constitution are made available by request to all

active members by mail and/or email. The IUOE Constitution is also available at the Local Union's website at www.iuoe25.org, located under the "Members Only" section.

ARTICLE 2

JURISDICTION

SECTION 1. AREA JURISDICTION

The jurisdiction of the Local Union shall encompass all dredging within the waters of the Great Lakes, the Atlantic Ocean, the Gulf of Mexico and their tributaries.

SECTION 2. CRAFT JURISDICTION

The craft jurisdiction shall encompass manning and operation of all equipment, both onshore and off-shore, utilized directly in connection with dredging operations, wetland mitigation, marsh creation, water reservoir plants, trench excavation and the handling, loading and unloading of dredged material into ships, barges, trucks and containers, installation and maintenance of turbidity curtains, transportation, re-handling, excavation, placement, dewatering, stabilization, fixation, separation, preparation, decontamination and treatment of dredged material. It will further include activities in connection with preparation and moving of dredges and equipment from port to port and from job to job.

These activities include, but are not limited to, manning and operation of dredges, drillboats, derrick boats, derricks, booster pumps, investigative equipment (probing, boring, sounding & sweeping), launches, tugboats, unloaders, shoreside equipment and pipeline operations in connection with dredging (handling, assembly-disassembly and/or placement), whenever such work is carried out within the jurisdiction granted by the International Union of Operating Engineers.

In conjunction with the above activities, and as hereinafter, the work will be performed by classifications including, but not limited to:

A lead dredgeman, all levermen, operators, floating crane operators, cranemen, engineers, maintenance engineers, derrick operators, spider barge operators, chief mates, mates, deckhands, oilers, firemen, boilermen, carpenters, carpenter's helpers, chief welders, welders, electricians, stewards, cooks, assistant cooks, messmen, janitors, porters, fill placer, assistant fill placer, shoreman, scowmen, tug masters, tug captains, tug chief engineers, tug engineers, tug deckhands, boat masters, boat captains, boat deckhands, launchmen, chief of party, rodmen, front-end loader and dozer operators, drill boat day foreman, drill boat night foreman, blaster, driller, driller helper, core driller, core driller helper, diver, diver tender, diver foreman, diver barge foreman, chief steward, forklift operators, standby diver, control tower operator, crane operator, electrician's helper, electrician/hydro tech, rigger, welder spacer, line-up operator, end prep, gateman, laborer, storekeeper, lead welder, shell barge loader, geo-textile sewing operators, pipe fusers and press operators.

ARTICLE 3
LOCAL UNION AS EXCLUSIVE BARGAINING REPRESENTATIVE

SECTION 1. EXCLUSIVE BARGAINING AGENT

Every member, by virtue of his membership, authorizes the Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and to have final authority in presenting, processing and adjusting any grievance, difficulty, or dispute arising under any collective bargaining or other agreement or out of his employment with such employer in such manner as the Union, through the Business Manager and President, deems to be in the best interests of the Local Union.

SECTION 2. AUTHORITY OF BUSINESS MANAGER AND PRESIDENT TO PROCESS GRIEVANCES

The Union, through its Business Manager and President, may decline to process any such grievance, complaint, or dispute, if in his judgment, it should be found to be without merit. In the event that the Business Manager and President should so decline, the member may appeal such decision to the Local Union Executive Board.

SECTION 3. APPEAL OF DECISION OF EXECUTIVE BOARD

In any case, where a member alleges that the Union has violated its duty of fair representation, the Member shall exhaust all internal Union remedies for the period set forth in Article XVII, Sec 4 of the Constitution of the International Union of Operating Engineers prior to commencing any action at Law or equity or before any administrative Agency.

ARTICLE 4
OFFICERS

SECTION 1. OFFICERS

The Officers of this Local Union shall be a Business Manager and President (both offices held by one person), Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, and three (3) Trustees. In addition to the Constitutional officers enumerated above, the Local Union shall elect three (3) Auditors, a Conductor, a Guard and three (3) Executive Board Members at Large. The same person shall not hold the Offices of Financial Secretary and Treasurer. Said officers shall serve for three (3) years as provided by, and subject to, the provisions of the Constitution of the International Union of Operating Engineers.

SECTION 2. DUTIES OF THE OFFICERS

The duties of the constitutional officers shall be as provided for in the Constitution of the International Union of Operating Engineers.

ARTICLE 5 HONORARY TITLES

SECTION 1. HONORARY TITLES DEFINED

It is hereby established the Honorary Title of Business Manager and President Emeritus of Local 25. Such honorary title or any other honorary titles may be conferred by the Local Union Executive Board upon those retired Officials of Local 25 whom the Local Union Executive Board deems appropriate.

SECTION 2. DUTIES OF HONORARY TITLES

Holders of such Honorary or "Emeritus" positions shall have a voice at all meetings of the Local Union Executive Board but shall have no vote there in and may be delegated such other duties as the Local Union Executive Board may from time to time determine. He shall be reimbursed for all traveling expenses and shall be paid a per diem allowance incurred in the performance of any duties performed on behalf of the Local Union.

ARTICLE 6 BUSINESS MANAGER AND PRESIDENT

SECTION 1. CONSTITUTIONAL DUTIES

The Business Manager and President shall have all the powers and duties as set forth in the Constitution of the International Union of Operating Engineers and to those additional duties hereinafter set forth.

SECTION 2. DUTIES OF THE BUSINESS MANAGER AND PRESIDENT

It shall be the duty of the Business Manager and President to direct and conduct all of the business and affairs of the Local Union and subdivisions to secure and achieve the objectives, purposes and principles of the Local Union within the limits of the policy set by the membership meeting and by the Local Union Executive Board.

Specifically, but not in limitation of these general powers and duties shall include:

(a) Union Negotiations and Enforcement

The Business Manager and President shall direct, for the Local Union, the negotiations of all agreements with an employer and shall enforce each such agreement fully through his staff.

(b) Employment of Staff

The Business Manager and President shall employ all Business Representatives, Agents, office staff and other assistants in accordance with the Constitution of the International Union of Operating Engineers who shall be directly responsible to him.

(c) Setting Salaries and Discharging Employees of the Local Union

The Business Manager and President, with the advice and consent of the Local Union Executive Board, shall set the salaries of Business Representatives and all other employees of the Local Union. Such employees shall be subject to discharge by him without notice.

(d) Employment of Professionals

The Business Manager and President shall employ such legal counsel, certified public accountants and other professional consultants as he may deem necessary or advisable unless otherwise provided by law or prohibited by the Constitution of the International Union of Operating Engineers.

(e) Approving Payments for Operating Expenses

The Business Manager and President shall be authorized to approve the payment of all bills and/or operating expenses of the Local Union in an amount not to exceed five hundred dollars (\$500.00) without the prior approval of the Local Union Executive Board.

(f) Authorized Co-Signer for Disbursement of Funds

The Business Manager and President, unless otherwise provided by the Constitution of the International Union of Operating Engineers, shall be authorized to co-sign the instruments for disbursement of funds for payment of bills authorized by Article 6, Section (e), and/or, authorized by the Local Union.

(g) Authority to Appoint Delegates and to Pay Expenses

The Business Manager and President, unless otherwise provided, by the Constitution of the International Union of Operating Engineers or applicable law, shall have the authority to appoint delegates to all Regional, State and Local Conferences and Conventions, and any other organization to which the Local Union is entitled representation and to pay their expenses in connection therewith.

(h) Business Manager and President Considered Delegate

The Business Manager and President, by virtue of his office, shall be considered a delegate to all such Regional, State, and Local conferences and any and all such organizations to which the Local Union is entitled to representation.

(i) Business Manager as Ex-Officio Member of the Board of Trustees

The Business Manager and President, by virtue of his office, shall be a member of all Board of Trustees to which the Local Union is entitled to representation and shall be authorized to appoint all Local Union Trustees to such Board of Trustees.

SECTION 3. ACTIONS AUTHORIZED ON BEHALF OF LOCAL UNION

When, in the judgment of the Business Manager and President, it shall be necessary, proper, advisable or desirable to protect, preserve, secure or advance the interests, objectives and purposes and principles of the Local Union and with the advice and consent of the Local Union Executive Board he shall be authorized:

(a) Initiating Legal Matters

On behalf of the Local Union, initiate legal or administrative proceedings, actions or suits, and to defend this Local Union in any civil, criminal or administrative proceedings, actions or suits which may, in his judgment be necessary, proper or desirable to preserve, secure or advance the interest, objects and principles of the Union.

(b) Defending Officers, Staff and Members in Legal Matters

On behalf of the Local Union, to defend the Local Union Executive Board members, and its members, lead dredgemen, job representatives, agents and employees of the Local Union in

any civil, criminal or administrative proceeding, action or suit in which any of them are named as a party by reason of any act which is claimed or any failure to act arising out of or in the course of their duties of employment as an Officer of the Local Union, Executive Board member, committee member, job steward, representative, agent or employee, ¹except if such officer, representative, employee or agent is charged with a breach of trust to the Local Union or any member thereof, in which event he may be indemnified only if the action is terminated favorably to him. If such action is terminated favorably, and the decision to pay for defense of such member must be approved by affirmative vote of the Executive Board.

(c) Settling Legal Matters

On behalf of this Local Union, compromise and settle any such civil, criminal, or administrative proceeding action or suit herein above referred to any pay out of the funds of this Local Union on or any part of such compromise or settlement and any judgment or decree.

(d) Incurring Reasonable Expenses in Execution of Duties

On behalf of this Local Union, incur such expense as may be necessary, proper or advisable in the execution of his duties.

(e) Paying Salaries and Expenses

On behalf of this Local Union, to cause all salaries, and other current expenses to be paid.

(f) Setting Expenses and Leave Time of Staff

On behalf of this Local Union, to set the allowance and approve or authorize the incurring of expense of all Business Representatives, Agents and other employees of the Local Union and shall be authorized to grant to such persons, personal leave, holidays or sick leave.

(g) Authorization to Purchase/ Finance, Sell, Trade or Lease Equipment and Vehicles

On behalf of this Local Union, to trade, exchange, purchase, sell or lease automobiles and other equipment and to arrange financing, therefore.

(h) Authorization to Purchase Insurance

On behalf of this Local Union, purchase such policies of Insurance as, in his judgment, are necessary, proper or advisable.

(i) Authorization to Perform Acts for Protection of the Local Union

On behalf of this Local Union, shall perform any and all acts, whether or not expressed or authorized herein, which he deems necessary, advisable or proper for the protection of the property of this Local Union.

(j) Delegation of Other Duties

The Business Manager and President may be delegated such other duties as the Local Union or General President may deem necessary, advisable or appropriate.

SECTION 4. CONSULTATION WITH EXECUTIVE BOARD

(a) Consultation with Officers and Executive Board Members

The Business Manager and President shall, when required or appropriate, consult with the Officers of the Local Union and members of the Local Union Executive Board and seek their advice and assistance between meetings of the Local Union Executive Board.

(b) Report of the Business Manager and President

The Business Manager and President shall report, or cause to have such report made, to the Local Union Executive Board and members at each regular scheduled or specially called meetings of said bodies or at other times he deems appropriate. The report shall outline in detail all significant decisions or actions taken by the Business Manager and President since the previous meeting.

SECTION 5. ACTIONS OF BUSINESS MANAGER & PRESIDENT REVIEWABLE BY EXECUTIVE BOARD

Except to the extent inconsistent with the exclusive authorities granted to the Business Manager and President under the Constitution of the International Union of Operating Engineers, any decision or action taken by the Business Manager and President on behalf of this Local Union shall be reviewable by the Local Union Executive Board at the next subsequent regular Executive Board meeting and may, by a majority vote, be revoked or rescinded, subject to an immediate appeal by the Business Manager and President to the membership at their next subsequent regular meeting.

<p style="text-align: center;">ARTICLE 7 EXECUTIVE BOARD</p>
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SECTION 1. EXECUTIVE BOARD DEFINED

The Executive Board shall be the policy forming tribunal of the Local Union and shall consist of:

Business Manager and President (both held by one person)

Vice President

Recording-Corresponding Secretary

Financial Secretary

Treasurer

Conductor

Guard

Three Trustees

Three Auditors

Three Executive Board Members at Large

SECTION 2. RIGHTS AND POWERS

(a) Rights of the Membership at General Meetings

All the rights and powers that may be exercised by the members at a regular meeting of the Local Union when such regular meeting is in session, shall, when the same is not in session, pass to and are vested in the Local Union Executive Board.

(b) Membership Rights to Review Local Union Executive Board Actions

All acts of the Local Union Executive Board shall be reviewable by the members of the Local Union at the next subsequent regular membership meeting of the Local Union and may, by a majority vote be revoked or rescinded not retrospectively, but prospectively.

SECTION 3. MEETINGS

(a) Mandatory Meetings of the Local Union Executive Board

The Local Union Executive Board shall meet as often as necessary, but not less than once each month (unless dispensed with pursuant to subsection (b) of this section.) or at the call of the Business Manager and President or on written request of a majority of the Executive Board.

(b) Suspension of Summertime Meetings of the Local Union Executive Board

During the months Of July and August, the Business Manager and President shall be authorized to dispense with the meetings of the Executive Board , if in his opinion, there is insufficient business to warrant the conduct of such meetings and at such times and locations as designated by the Business Manager and President.

SECTION 4. AUTHORIZATION FOR PAYMENT OF EXPENSES OF LOCAL UNION

(a) Executive Board Approval of Operating Expenses

The Executive Board shall be vested with full power to approve payment of all bills and/or operating expenses incurred by the Business Manager and President.

(b) Executive Board Approval of Expenses for Emergency Action

The Executive Board shall be vested with full power to approve of such expenses related to any action taken by the Business Manager and President on behalf of the Local Union in any emergency that may arise affecting the Local Union.

SECTION 5. HEARING OF GRIEVANCES

Executive Board to Hear All Referred Grievances and Complaints

All grievances and complaints referred to the Executive Board by the Business Manager and President shall be heard and processed by the Executive Board. The Executive Board shall make such recommendations, together with their findings, as they may agree upon at the next regularly scheduled meeting of the Local Union.

SECTION 6. REPORTING TO MEMBERSHIP

The Executive Board shall report their every act to the Local Union and perform such duties as may be required of them.

<p>ARTICLE 8</p> <p>BUSINESS REPRESENTATIVES</p>
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SECTION 1. DUTIES

It shall be the duty of the Business Representative to enforce all orders and directions of the Business Manager and President. Specifically, but not in limitation of these general duties:

- (a) The Business Representative shall attend to all grievances of the members.
- (b) The Business Representative shall enforce all working rules and Bylaws.
- (c) The Business Representative shall carry out every lawful order they may receive from the Local Union to the best of his ability.
- (d) The Business Representative shall have neither authority nor power to call any work stoppage or job action nor institute picket lines without the express consent of the Business Manager and President and/or Membership in accordance with Federal, State or Local law.

ARTICLE 9 COMPANY LEAD DREDGEMAN

SECTION 1. AUTHORIZATION

The Business Manager and President shall be authorized to appoint a Company Lead Dredgeman where he deems it necessary and appropriate and such company Lead Dredgeman shall serve at the pleasure of the Business Manager and President.

SECTION 2. DUTIES AND POWERS

The duties, functions and responsibilities of the Company Lead Dredgeman are limited to the following:

- (a) Lead Dredgeman shall assist the Business Agent in the procuring of crews in accordance with the collective bargaining agreement.
- (b) The Lead Dredgeman shall assist the designated Shop Stewards whenever necessary in processing job site grievances.
- (c) The Lead Dredgeman shall generally promote the welfare of the parties signatory to the collective bargaining agreement.
- (d) The Company Lead Dredgeman shall have no authority to seek adjustments of violations of the Constitution of the International Union of Operating Engineers, the Local Union By Laws, or the collective bargaining agreement, nor shall he purport to have such authority, nor shall he act to cause or attempt to cause, in any fashion whatsoever, any person, whether employee, supervisor, or employer, to take any action, or any person to cease from any action in violation of, or in furtherance of the Constitution of the International Union of Operating Engineers, the Local Union by laws, or the collective bargaining Agreement; however, the Company Lead Dredgeman shall instead report to the appropriate Business Representative.

SECTION 3. REMOVAL

The Business Manager and President may summarily remove a Company Lead Dredgeman who fails to fulfill his duties or exceeds his authority from his position as Company Lead Dredgeman.

ARTICLE 10

JOB SITE STEWARDS

SECTION 1. AUTHORIZATION

The Business Manager and President may appoint a Job Steward on any job or project within the jurisdiction of the Local Union.

SECTION 2. DUTIES AND POWERS

- (a) The Job Steward's duties, functions, and responsibilities are limited to receiving complaints from the members, checking for job site violations of the collective bargaining, health and safety standards, investigating and reporting to the Company Lead Dredgeman or appropriate Business Representative.
- (b) The Job Steward shall have no authority to seek adjustment of violations of the collective bargaining agreement, the Constitution of the International Union of Operating Engineers, or the Local Union By Laws, nor shall he purport to have such authority, nor shall he act to cause or attempt to cause in any fashion whatsoever, any person, whether employee, supervisor, or employer, to take any action, or any person to cease from any action in violation of, or in furtherance of the collective bargaining agreement, the Constitution of the International Union of Operating Engineers, or of the Local Union By Laws; but the Job Steward shall instead report to the Company Lead Dredgeman and/or the appropriate Business Representative.

SECTION 3. REMOVAL

A Job Steward who fails to execute his duties or exceeds his authority may be summarily removed from his position as Job Steward.

ARTICLE 11

COMMITTEES

SECTION 1. APPOINTMENT BY BUSINESS MANAGER AND PRESIDENT

The Business Manager and President shall be authorized to appoint such Committees with such duties, as he may deem appropriate, for the proper conduct of the affairs of the Local Union. The Local Union shall have a standing Committee on Safety and Health as well as a standing committee on Legislation and Political Action unless circumstances within the Local Union render such establishment impracticable. The Local Union shall also have an Examining Committee (see Article 15).

SECTION 2. BUSINESS MANAGER AND PRESIDENT AS EX-OFFICIO MEMBER

The Business Manager and President shall be an ex-officio member of all standing or select Committees of the Local Union.

ARTICLE 12
DELEGATES TO THE GENERAL CONVENTION

SECTION 1. NOMINATION AND ELECTION

The election of Delegates and Alternates to the General Convention of the International Union of Operating Engineers shall be elected by secret ballot at the regularly scheduled meeting of the members in the month of February preceding the General Convention and the nominations of such delegates and alternates shall be held at the regularly scheduled meeting of the members in the month of January preceding the General Convention.

Where there are no more candidates nominated for delegates and alternates than are authorized signifying no opposition, the secret ballot may dispense with and, in such event, the Recording-Corresponding Secretary shall be directed to cast one ballot for all the unopposed candidates for delegates and alternates, who shall then be declared duly elected.”

SECTION 2. NOTIFICATION OF MEMBERSHIP

The Recording-Corresponding Secretary shall notify all members at least fifteen (15) days prior to the scheduled nominations for delegates to the General Convention. Publication of such notice shall be in the "Dredgeman" or on the Local Union website.

SECTION 3. ELIGIBILITY

No members shall be eligible for election as Delegate to the General Convention unless such member is at the time of nomination in good standing with respect to payment of dues and meets the requirements contained in the second paragraph of Article XXIV, Subdivision 1, Section b [working in the trade] of Constitution of the International Union of Operating Engineers.

SECTION 4. BUSINESS MANAGER AND PRESIDENT AS EX-OFFICIO DELEGATE

By virtue of his office, the Business Manager and President shall be a Delegate to the General Convention of the International Union of Operating Engineers.

ARTICLE 13
RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF MEMBERSHIP

SECTION 1. QUALIFICATIONS AND COMPETENCE

A candidate for Membership in Local 25, Marine Division, of the International Union of Operating Engineers must be a qualified and competent individual and otherwise fulfill the requirements of the Constitution of the International Union of Operating Engineers.

SECTION 2. MISREPRESENTATION

Any person who is found to have made misrepresentation or misstatements in his application for membership, after due trial and conviction, shall be expelled.

SECTION 3. PAYMENT OF FEES

All candidates for membership in the Local Union must pay all initiation fees, assessment fees and all other taxes in full before being accepted into membership of the Local Union.

SECTION 4. GOOD STANDING

A Member shall be in good standing provided he has paid all current dues, fees and/or assessments to the Local Union or has not transferred or withdrawn from the Local Union or has not been suspended or expelled from the Local Union.

SECTION 5. SUSPENSION AND EXPULSION

A Member may be suspended or expelled from the Local Union pursuant to the charge and trial procedures or for delinquency in payment of dues as set forth in the Constitution of the International Union of Operating Engineers. Any member who has been suspended or expelled may seek reinstatement pursuant to the procedures outlined in Article XXIV Subdivision 7 sections (h) and (i) of the Constitution of the International Union of Operating Engineers and the Local Union bylaws

SECTION 6. FINES AND ASSESSMENTS

All legally imposed fines and assessments shall become due and payable upon imposition pursuant to the Constitution of the International Union of Operating Engineers.

SECTION 7. WITHDRAWALS

- (a) If a member intends to cease to perform work in the trade (including parts of the trade covered by other IUOE Locals) for the foreseeable future and his dues are paid through the month of the next regularly scheduled Executive Board meeting, he may request and, upon approval of the Executive Board and remittance of a five dollar (\$5) withdrawal fee, be granted an Honorable Withdrawal Card pursuant to the Constitution of the International Union of Operating Engineers.
- (b) If a member has been withdrawn for 13 months or more and wishes to return to Local 25 to seek employment in the trade, he must submit a request in writing to the Executive Board for approval, a “reinstatement from withdrawal” fee of ten dollars (\$10) per year for each year he was on withdrawal and at least one quarter (\$75) dues. Any Member who is found to have been employed in violation of the Constitution of the International Union of Operating Engineers, shall not be returned to Membership in the Local Union.
- (c) If a member has been withdrawn for less than 13 months and wishes to return to Local 25 to seek employment in the trade, he must submit a request in writing to the Executive Board for approval, pay the quarterly membership dues he would have accrued as a member during the time he was on withdrawal and a fee of ten dollars (\$10). Any Member who is found to have been employed in violation of the Constitution of the International Union of Operating Engineers, shall not be returned to Membership in the Local Union.

ARTICLE 14

DUTIES OF MEMBERSHIP

SECTION 1. DUTIES OF MEMBERS

The Duties of Membership in the Local Union shall be, but not limited to, the following.

- (a)** To abide by the duties of membership required by the Constitution of the International Union of Operating Engineers and the Local Union Bylaws
- (b)** To abide by and conform to all terms and conditions of employment provided for in the Collective Bargaining Agreement, Project Labor Agreement, and/or specific terms and conditions arranged from a Pre-Job Meeting negotiated by the Local Union.
- (c)** No Member may enter into any individual or personal Contract or Agreement with his employers which serves to lower any monetary value or seeks to deviate from those terms and conditions of employment negotiated by the Local Union.
- (d)** No Member shall fail to observe and follow non-discriminatory procedures and regulations governing employment, promotion, transfer and lay-off.
- (e)** No Member shall fail to observe and follow the discrimination, discriminatory or sexual harassment policy of the Local Union.
- (f)** No Member shall engage in conduct discreditable to the Local Union.
- (g)** No Member shall leave a job without giving due notice to his employer and Shop Steward, Lead Dredgeman or Business Agent and without a proper relief.
- (h)** No member shall solicit employment by directly contacting a representative of the company which is signatory to a Collective Bargaining Agreement without the knowledge and consent of the Business Manager and President.
- (i)** No member shall refuse to comply with a lawful order of Local Union.
- (j)** No Member shall be intoxicated or disorderly on the premises of the Local Union, Local Union meetings or jobsites.
- (k)** Any member who fails a drug or alcohol screening may be subjected to appropriate disciplinary action by the Local Union. Excessive failures of drug and alcohol screenings may result in expulsion.
- (l)** No member shall, in his employment, act in a careless manner, which perpetrates grave danger, causing a condition of possible injury and/or death of his/her co-workers.
- (m)** No Member shall willfully cause the destruction of machinery and equipment entrusted to his/her care.
- (n)** No Member shall injure a Brother or Sister Member by word or deed in reputation or employment.

- (o) No Member shall misrepresent his skill and experience in accepting a job for which the member is not qualified.
- (p) No Member shall accept a job from the Local Union Hiring Hall and not report to work.
- (q) No Member shall accept employment contrary to the non-discriminatory procedures and regulations of the Local Union Hiring Hall.
- (r) No Member shall refuse to show his Membership Card or dues receipt to the Business Manager and President, Business Representative, Lead Dredgeman or Shop Steward.
- (s) No Member shall fail to report to the Local Union known violations of the Collective Bargaining Agreement.
- (t) Each Member shall file with the Local Union, and keep current, his "Application For Referral", resume of work history and copies of his/her licenses, certifications, documents and relevant training.
- (u) No member shall present a forged or fraudulent license, credential or other pertinent document to the Union or to a signatory contractor.
- (v) Each Member shall become familiar with the Constitution of the International Union of Operating Engineers, the Bylaws of Local 25 and the Collective Bargaining Agreement under which he is employed.
- (w) No Member shall be permitted to work within the jurisdiction of the Local Union for an employer who is not signatory to a Collective Bargaining Agreement with the Local Union without the knowledge and written consent of the Business Manager and President.
- (x) Each Member shall keep an accurate record of his/her hours worked and wages received.
- (y) Any Member presenting personal checks in payment of dues, fines or assessments and are returned for insufficient funds will be subject to pay any and all bank charges incurred by the Local Union.
- (z) Members acting in a supervisory capacity should be aware, at all times, of their obligations to their fellow members.

SECTION 2. DISCIPLINARY ACTION/FINES

Section 2(a): Right to Trial; Conviction and Imposition of Disciplinary Action

After trial and conviction, any violation of the foregoing subsections to this section by a member shall constitute engaging in conduct discreditable to the International Union of Operating Engineers and to the Local Union, which may be cause for appropriate disciplinary action and/or fine by the Executive Board, outlined herein.

Section 2(b): Fines

Any Member found guilty of violating any of the foregoing duties and if found guilty after trial, may be fined the sum of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000), plus any associated legal fees incurred and other disciplinary action as provided by the Constitution of the International Union of Operating Engineers.

SECTION 3. SUBVERSION

Any member who is found guilty after trial, as set forth in the Constitution of the International Union of Operating Engineers, of advocating or supporting the overthrow of the Established Order, either of the Government of the United States, the International Union of Operating Engineers or this Local Union, shall be expelled from Membership or otherwise disciplined as circumstances dictate. Such action may be taken, and penalty imposed, by this Local Union as per the General President of the International Union of Operating Engineers.

SECTION 4. DUAL MEMBERSHIP

No Member shall have dual Membership in any other Union that conflicts with the obligations of Membership of this Local Union or in any other Union that performs or claims work within the jurisdiction of the International Union of Operating Engineers without knowledge and written consent of the Business Manager and President.

SECTION 5. CHANGE OF ADDRESS

All members shall immediately notify the Recording-Corresponding Secretary of any change in their current address, phone numbers and email address.

ARTICLE 15 EXAMINING COMMITTEE

SECTION 1. INTERVIEW BY EXAMINING COMMITTEE

All applicants for Membership, Transfer or Upgrade in Classifications shall be interviewed by the Examining Committee, which will review the applicant's qualifications.

SECTION 2. MEMBERS OF EXAMINING COMMITTEE

The Examining Committee shall consist of Members in good standing appointed by the Business Manager and President, with the advice and consent of the Executive Board. Members of the Examining Committee shall be knowledgeable of the industry and skilled in the operation of the equipment within the jurisdiction of this Local Union.

SECTION 3. RECOMMENDATION TO EXECUTIVE BOARD

The Examining Committee shall make its recommendations to the Executive Board, which shall act upon the applications pursuant to the Constitution of the International Union of Operating Engineers.

ARTICLE 16 MEETINGS

SECTION 1. QUORUM

A quorum for the transaction of Business at all meetings of the Local Union shall consist of not less than (7) Members. All Members must present their dues card, for the purpose of identification, before being admitted to any Membership meeting. The presiding Officer may admit members without their dues card upon recognition.

SECTION 2. TIME AND LOCATION

The regular membership meeting of the Local Union shall be held on the second Tuesday of each month at such times and locations as the Local Union may designate and will be conducted in accordance with the Constitution of the International Union of Operating Engineers, the By-Laws of the Local Union and Roberts Rules of Order, as revised.

SECTION 3. QUARTERLY MEETINGS

- (a) The regular membership meetings of January, April, July, and October shall be known as "Quarterly Meetings" and reports of the Trustees and Auditors of the Local Union shall be made thereafter. Such reports shall be made on the basis of an independent Certified Public Accountant.
- (b) Attendance of Local Union Officers at quarterly meetings is mandatory unless a satisfactory excuse is given.

SECTION 4. ABSENCE OF PRESIDING OFFICER

At the hour set for the Membership Meeting, the Business Manager and President shall call the meeting to order and preside. In the absence of the Business Manager and President, the Vice-President shall preside. In the absence of both, the Recording Corresponding Secretary shall call the meeting to order and the membership shall elect a temporary Chairman.

SECTION 5. ABSENCE OF OFFICERS

If any Officer absents himself from (4) four consecutive meetings without a satisfactory excuse, his Office may be declared vacant in accordance with the Constitution of the International Union of Operating Engineers.

SECTION 6. FINANCIAL REPORT

The annual financial report of the Local Union shall be made at the first meeting of the membership following the close of the fiscal year (June 30). Said financial report shall be prepared by a Certified Public Accountant and copies of the same shall be made available for inspection upon request of individual members.

SECTION 7. SPEAKING ON QUESTION

No Member shall speak on any (1) one question longer than five (5) minutes, nor more than once, until all who desires has had an opportunity to speak. The Business Manager and President may, at any time when, in his opinion, the business of the Meeting is being unduly prolonged without motion or second and, as a matter of right, put the following question to Membership: "Shall the discussion be ended? All those in favor say aye and all those opposed say no."

SECTION 8. SPECIAL CALLED MEETING

- (a) Special called meetings of the membership shall be as provided for in the Constitution of the International Union of Operating Engineers and each member shall be notified by one or a combination of the following; a notice mailed, a notice posted at each jobsite, a notice on the Local Union's website, or a notice by phone at least seventy two (72) hours prior to the time of such Special Meeting.

- (b) At Special called meetings, only such business shall be transacted as previously stated in the notification of such Special Called Meeting.
- (c) The Local Union Executive Board shall meet at the call of the Business Manager and President at times deemed necessary for specially called business or on written request of a majority of the Executive Board.

SECTION 9. SUSPENSION OF MEETINGS

During the months of July and August, the Business Manager and President shall be authorized to dispense with the Meetings, if in his opinion there is insufficient business to warrant the conduct of such meetings

SECTION 10. APPEALS TO CHAIR

- (a) During any meeting should any question arise for which there is no provision made in either the Constitution of the International Union of Operating Engineers or the Local Union Bylaws, the Business Manager and President shall rule upon the question to the best of his ability, subject to an immediate appeal to his decision.
- (b) On such appeal, a simple majority of the members in good standing present shall prevail.
- (c) When an appeal is taken, the appellant shall state his reason for making the appeal.
- (d) The Chair shall state the reason for rendering his decision.
- (e) The Chair shall then put the question on appeal to a vote of the membership in good standing present.

ARTICLE 17
ORDER OF BUSINESS

The Order of Business at the meeting of the Local Union shall be in accordance with the Order of Business for Local Unions as proscribed by the Constitution of the International Union of Operating Engineers.

REGULAR ORDER OF BUSINESS

1. Meeting to be called to order in accordance with the opening ritual.
2. Examination of members Dues Cards by Conductor.
3. Roll Call of Officers by Recording Corresponding Secretary.
4. Reading of the previous General Membership and Executive Board Meetings.
5. Presentation of applications for Membership.
6. Report of Committee on Applications for Membership.
7. Election of Candidates for Membership.
8. Initiation of Candidates for Membership.

9. Reading of communications received and correspondence entered into by the Recording Corresponding Secretary.
10. Reading of the receipts for the Per Capita Tax and other moneys sent to the General Secretary Treasurer.
11. Election and Installation of Officers.
12. Reports of sickness, accident and deaths of Members.
13. Reports of and matters pertaining to the various branches of the Local Union.
14. Unfinished business.
15. New business.
16. Reports of:
 - (a). Officers
 - (b). Delegates
 - (c). Committees
 - (d). Business Representatives
 - (e). Trustees
 - (f). Auditors
 - (g). Treasurer
17. Subjects for the good and welfare of the Local Union and its membership.
18. Appropriations for monies from the Treasury
19. Motion or order for adjournment.
20. Adjournment in accordance with the closing ritual.

<p>ARTICLE 18</p> <p>INITIATION FEES</p>
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SECTION 1. INITIATION FEES

Maximum initiation fees charged to applicants or members may, from time to time, be fixed by the General President. Any increase in initiation fee must be approved by the majority of membership in good standing as defined by the Constitution of the International Union of Operating Engineers voting by secret ballot at a membership meeting, after reasonable notice of the intention to vote upon such question, or by majority of vote of the members in good standing voting in a membership referendum conducted by secret ballot. No proposed increase in initiation fees may be voted upon unless and until the proposed increase is approved by the General President. Such vote must occur by secret ballot after reasonable notice is provided.²

SECTION 2: WAIVER OF INITIATION FEES

With the prior approval of the General President of the International Union of Operating Engineers, the Executive Board shall have the authority to lower or eliminate initiation fees, if they determine if such action is in the best interest of the Local Union.

ARTICLE 19

DUES

SECTION 1. MONTHLY DUES

(a) Amount of Dues

Dues required to be paid by the members to the Local Union shall be fixed by majority vote as required under Article XXIV Subdivision 7 Section (a) of the Constitution of the International Union of Operating Engineers. When the per capital tax payable to the International Union is increased, the dues charged by the Local Union shall be increased in corresponding amount.

(b) Payment of Dues and Good Standing

Monthly dues shall be charged on a quarterly basis and shall become due and payable on the first day of January, April, July, and October. A member shall be considered as being in good standing only if he has paid on quarterly dues for the current quarter within thirty (30) days after they have become due and payable. This provision shall not apply to those members whose Monthly dues have been withheld by their employer for payment to the Local Union pursuant to his voluntary authority provided for in the Collective Bargaining Agreement. Monthly Dues for all Classifications: \$75.00 per quarter.

(c) Penalties for Arrears

Members who have not tendered dues within thirty (30) days may be removed from employment, be denied voice or vote at Union meetings, or suspended from membership as permitted by the Constitution of the International Union of Operating Engineers.

SECTION 2: REINSTATEMENT AND ADMINISTRATIVE FEES

The Local Union Executive Board, by majority vote, shall have the right to fix such assessment fees as considered for the betterment of the Local Union and for such other fees levied against members with outstanding membership dues in the arrears. The President & Business Manager, at his sole discretion, upon the counsel of his designated representatives, retains the right to determine which members under certain hardships are to be withheld from suspension for non-payment of membership dues. A reinstatement fee is to be assessed for each member suspended for non-payment of dues, assessment fees, and administrative fees after ninety (90) days in which they become due and payable, in addition to the balance of membership dues in arrears. An administration fee is set at ten dollars (\$10) for dues in arrears of more than sixty (60) days in which they become due and payable. Beginning January 1, 2021, the administrative fee will be set at twenty-five dollars (\$25).

For those members that become suspended for non-payment of membership dues, the initial reinstatement fee will be set at fifty dollars (\$50). Beginning January 1, 2017 subsequent reinstatement fees will be increased as follows:

Second Reinstatement:	\$100.00 (one-hundred dollars) plus back dues owed.
Third Reinstatement:	\$200.00 (two-hundred dollars) plus back dues owed.
Forth Reinstatement:	\$300.00 (three-hundred dollars) plus back dues owed.
Fifth or more Reinstatements:	\$350.00 (three-hundred & fifty dollars) plus back dues owed.

SECTION 3. SPECIAL PENSION DUES

(a) Pensioner Dues

Members of the Union who are in receipt of a pension from the International Union of Operating Engineers Central Pension Fund or its predecessor IUOE Local 25, Marine Division Pension Plan and are no longer working in the trade, may continue in their retirement as members of the Local Union upon payment of a special pension dues, which shall be less than the regular dues, but shall be in accordance with the Constitution of the International Union of Operating Engineers. However, such special pension dues shall be sufficient to cover payment of per capita tax on their behalf of the International Union of Operating Engineers and a service charge to cover administrative expenses in connection with the mailing of Local Union notices and the official publication of the Local Union, the "Dredgeman".

(b) Rights Afforded to Members Paying Pensioner Dues

Members who are paying such special pension dues shall have the right to attend meetings of the Local Union, to speak at such meetings and to vote upon all questions thereat and in all respects be afforded the rights and privileges as regular dues paying members except for holding elective office, nor be any employee of the Local Union.

ARTICLE 20 FUNDS OF THE LOCAL UNION

Section 1. Purpose and Prohibition of Use

The funds of the Local Union, having been raised for the purpose of conducting its business and to raise the standard of living and the security of its members, it is hereby understood that the lending of such funds to any members shall be strictly prohibited.

Section 2. Minimum Balance of General Fund

The General Funds of the Local Union shall be kept at all times to the amount of not less than ninety (90) days normal operating expenses. Whenever said funds shall be in danger of decreasing below said amount, there shall be an assessment levied. The amount of said levy is to be determined by majority vote of the Local Union Executive Board and paid immediately upon request, however in no case later than three (3) months of call.

SECTION 3. Receipt of Funds

All monies paid to the Local Union shall be paid to the Financial Secretary. No monies shall otherwise be paid to or collected by or on behalf of the Local Union except to those duly authorized by the Local Union.

ARTICLE 21 GENERAL PROVISIONS

SECTION 1. FAILURE TO OBEY SUMMONS OF EXECUTIVE BOARD

A member who fails to obey a summons to appear before the Local Union, the Executive Board, or any Committee of the Local Union, if found guilty after trial, shall pay a fine of one hundred dollars (\$100.00) unless a good and satisfactory excuse is offered and accepted by the Local Union.

SECTION 2. FILING OF APPLICATION FOR REFERRAL

All members of the Local Union are required to file with the Local Union business office, an Application For Referral listing their abilities, qualifications, experience, valid licenses and certifications.

SECTION 3 GRIEVANCE PROCEDURE

Any Member who considers that he has a just grievance against this Local Union must first exhaust every means provided in the Constitution of International Union of Operating Engineers before resorting to any civil or other action, except as otherwise provided by applicable Federal, State or Local Law.

SECTION 4 REFERENCE TO GENDER

Whenever reference is made to gender in these Bylaws, the same shall be interpreted and construed as including both the male and female gender.

**ARTICLE 22
AMENDMENTS TO THE BY LAWS**

Proposed amendments to these Bylaws must be submitted to the Local Union Executive Board, in writing, for its recommendation and, if recommended, they shall then be brought to the attention of the members of the Local Union. Thereafter, the Bylaws may be amended by a majority vote of members in good standing present at a regularly called meeting of the members or a Special Called meeting for that purpose, or by a mail referendum.

**ARTICLE 23
SAVINGS CLAUSE**

The By Laws of the Local Union at all times shall be subordinate to existing Federal, State or Local Law and to the Constitution of the International Union of Operating Engineers.

Those provisions of these By Laws that are in conflict with the aforementioned shall be of no force or effect.