

CONSTITUTION

of the

RETAIL, WHOLESALE AND DEPARTMENT

STORE UNION

UNITED FOOD AND COMMERCIAL

WORKERS UNION

**As adopted May 1937 and revised at the
Twenty-Third Convention of the RWDSU
at Atlanta, GA, March 2018**

DECLARATION OF OBJECTIVES AND PRINCIPLES

The Retail, Wholesale and Department Store Union reaffirms its devotion to the principles of Industrial unionism. The objectives of the Retail, Wholesale and Department Store Union are to unite into this organization all workers employed in its jurisdiction in order to advance and safeguard their economic and social welfare. To accomplish these objectives, the Retail, Wholesale and Department Store Union pledges itself to the establishment of the following: adequate wage standards, high enough to give a decent living to every member and his family; fair and predictable scheduling; adequate and appropriate hours of work, that each member may have the opportunity of enjoying proper leisure, recreation and cultural development; safety in the workplace; proper working conditions, including insurance against involuntary unemployment, security in old age and a reasonable assurance of the certainty of employment; to preserve the rights of collective bargaining and to seek and maintain agreements with employers for such purpose; to obtain the status of exclusive bargaining representative of persons employed within the jurisdiction of the Retail, Wholesale and Department Store Union and to ensure the processing and resolution of grievances and the enforcement of all other rights arising out of such collective bargaining relationships. The Retail, Wholesale and Department Store Union will strive to preserve democratic processes, protect civil liberties, protect the rights of immigrant workers, aid in the adoption of legislation which will promote the economic and social welfare of its members and that of labor in general and to improve the educational, social and cultural standards of society as a whole. Through unity of purpose and action, through collective bargaining and legislation, the Retail, Wholesale and Department Store Union is dedicated to the ideal of making the jobs of its members the best jobs that can be devised from the point of view of wages, hours of work, physical conditions and human relations. The Retail, Wholesale and Department Store Union reaffirms its commitment to merger and recognizes its merger with the United Food and Commercial Workers Union and incorporates herein the Merger Agreement between the Retail, Wholesale and Department Store Union and the United Food and Commercial Workers Union.

ARTICLE I

Name

This organization, international in scope, shall be known as the Retail, Wholesale and Department Store Union, a District Council of the United Food and Commercial Workers Union. The Retail, Wholesale and Department Store Union hereinafter shall sometimes be referred to as RWDSU and the United Food and Commercial Workers Union hereinafter shall sometimes be referred to as UFCW.

ARTICLE II

Jurisdiction

Section 1. The Retail, Wholesale and Department Store Union shall be composed of persons employed in and about the retail, wholesale, department store, warehouse (including

distribution and fulfillment), building service, dairy, bakery and confectionery, poultry, culinary, cannabis, automotive, optical and car wash industries; food processing; food service; cigar manufacturing; production, drivers, clerical, educational, governmental, public service and service establishments; general manufacturing including the manufacture of toys and playthings regardless of material; the manufacture of watches, watch parts, and accessories, boxes, novelties, clocks, silverware, plated ware and jewelry of all kinds; and in and about hospitals, pharmacies, health care and other related facilities; which employees have been admitted to membership in the Retail, Wholesale and Department Store Union.

Section 2. The RWDSU Convention shall be the supreme authority of the Retail, Wholesale and Department Store Union unless the membership acts by referendum as hereinafter provided. Between Conventions, the RWDSU, acting through its Executive Board and the officers subject to the provisions of this Constitution and Bylaws, shall have the supreme executive and judicial powers of the Retail, Wholesale and Department Store Union and shall be the ultimate authority to which all matters of importance to the welfare of the members and affiliates shall be submitted for final determination, except as hereinafter provided.

Section 3. Unless otherwise especially provided by the RWDSU Executive Board, the membership of the RWDSU shall be organized in and through local unions, joint boards, and joint councils, except where, by reason of special circumstances and with the approval of the Executive Board, members may be directly affiliated with RWDSU. The governing constitution and bylaws of any affiliate shall not be inconsistent with, and shall be subject to, this Constitution and Bylaws, except as specifically exempted herein.

Section 4. No workers, otherwise eligible to membership in any affiliate, shall be discriminated against or denied membership by reason of race, color, religion, national origin, age, disability, gender, sexual orientation, or any other impermissible criterion. All members shall have equal rights and equal responsibilities.

ARTICLE III Construction

Section 1. Throughout this Constitution and Bylaws, the masculine pronoun shall include the feminine; and where the meaning of the words is not altered thereby, the singular shall include the plural.

Section 2. The term “affiliate” whenever used in this Constitution and Bylaws includes local unions, joint boards, joint councils, and such other subordinate bodies as may hereafter be established. Except where the meaning is undermined thereby, the term “local” or “local union” whenever used in this Constitution and Bylaws shall be construed to include all affiliates.

ARTICLE IV Conventions

Section 1. Regular Conventions shall be held every four (4) years, at a place and time designated by the RWDSU Executive Board.

Section 2. The RWDSU Convention shall be composed of delegates elected by the members, as provided in this Article.

Section 3. (a) Each local union shall be entitled to have as delegates to the RWDSU Convention one (1) delegate for each one hundred (100) members or major fraction thereof. Each local union shall, nevertheless, be entitled to at least one (1) delegate; but no local union shall have more than ten (10) delegates; each joint board and joint council shall be entitled to have one (1) delegate to the RWDSU Convention. Each delegate shall be entitled to cast one (1) vote, except that joint board and joint council delegates shall not be entitled to vote for the officers or vice presidents of the RWDSU.

(b) Local unions may elect alternates in the same manner as delegates to the RWDSU Convention, each of whom shall only be entitled to be seated as a delegate in the absence or incapacity of the delegate for whom he is an alternate.

(c) For the purposes of votes taken in accordance with Section 15 of this Article, every local union shall be entitled, through its delegates, to cast one (1) vote for each of its members in good standing. The votes of the local union shall be divided equally among its delegates attending the Convention.

(d) Each local union president shall be a delegate to the Convention by virtue of election to office. Where a local union is entitled to more than one (1) delegate to the Convention, the local union secretary-treasurer shall be a delegate by virtue of election to office. The remaining delegates to which a local union is entitled and the alternates, if any, which a local union sends to the RWDSU Convention shall be nominated and elected by secret ballot in accordance with the procedures for nomination and election set forth in Section 9 of this Article IV and as provided in the UFCW Constitution, provided that, if a local union is entitled to only one (1) delegate and decides to send an alternate in addition to that delegate, the alternate shall be the local union secretary-treasurer.

Section 4. For the purpose of representation and voting in the Convention, the number of members in good standing in each local union shall be based upon the average membership in good standing in the local union for whom per capita payments as required by Article VIII, Section 2 or Section 3 have been paid to the RWDSU or, if no per capita payments are due pursuant to said Article VIII, Section 2 or Section 3, the average membership in good standing in the local union for whom per capita payments have been paid to the UFCW, for the calendar year immediately preceding the year in which the Convention is to be held. No local union shall be entitled to have its delegates seated if the local union is in arrears for per capita tax to the RWDSU and/or UFCW for more than one (1) calendar month preceding the Convention.

Section 5. Local unions may unite with other local unions located within a radius of one

hundred (100) miles, and together they may elect a delegate or delegates to the Convention to represent them jointly.

Section 6. Newly organized local unions, which have been chartered for at least three (3) months, and are not more than one (1) calendar month in arrears in payment of per capita tax, shall be entitled to representation at the Convention. For the purpose of representation and voting in the Convention, the number of members in good standing in each such local union shall be the average membership in good standing in such local union for whom per capita tax payments as required by Article VIII, Section 2 or Section 3, have been paid to the RWDSU, or, if no per capita payments are due pursuant to said Article VIII, Section 2 or Section 3, the average membership in good standing in the local union for whom per capita payments have been paid to the UFCW for the number of months such local has been in existence.

Section 7. No member shall be elected as a delegate to the Convention who has not been in continuous good standing in his local union and in the RWDSU for at least twelve (12) months preceding the Convention; except that no member of a local union which has been in existence for less than twelve (12) months prior to the Convention may be elected as a delegate thereto, unless he shall have been in continuous good standing in his local union and in the RWDSU from the time of his admission to membership.

Section 8. At least sixty (60) days before the date fixed for the opening of the Convention, the RWDSU Secretary-Treasurer shall issue the Call for the RWDSU Convention. He shall notify the local unions of all the relevant facts pertaining to the proposed Convention, giving instructions as to the time, place and other important facts pertaining thereto. He shall advise the local unions of the number of delegates which each is entitled to elect and the number of votes which each local union shall be entitled to cast at the RWDSU Convention. He shall furnish the local unions with official credential blanks and other necessary forms and papers.

Section 9. Except as otherwise provided in Section 3(d) of this Article IV, or in local union or affiliate bylaws, delegates to the RWDSU Convention shall be elected by secret ballot in their local unions. Written notice of at least fifteen (15) days shall be given to the members of the local union of the meeting or referendum at which delegates and alternates, if any, shall be elected, and such meeting or referendum shall be held at least fifteen (15) days prior to the date fixed for the opening of the Convention.

Section 10. Delegates shall not be seated unless their respective credentials, duly signed by the local president and recorder or other officers, and bearing the seal of the local union, shall have been received by the RWDSU Secretary-Treasurer at least ten (10) days prior to the opening of the Convention.

Section 11. Proposed constitutional amendments shall not be considered by the Convention unless received by the RWDSU Secretary-Treasurer, in writing, not less than ten (10) days prior to the opening of the Convention. Notwithstanding the provisions of this Section, the Constitutional Committee and/or the RWDSU Executive Board may propose and submit to the Convention for the Convention's consideration amendments to the Constitution and Bylaws

at any time up to and including the next to last day of the Convention.

Section 12. At least seven (7) days prior to the opening of the Convention, the RWDSU President shall appoint at least seven (7) persons, with the approval of the RWDSU Executive Board, from among those selected as delegates to the coming Convention, who shall constitute a Credentials Committee for the purpose of passing upon the credentials of delegates and objections thereto, if any. Appeals from the decision of the Credentials Committee may be made to the Convention.

Section 13. The Credentials Committee shall pass upon the credentials of all delegates and any objection thereto. The Credentials Committee shall report to the Convention as soon as possible all credentials upon which there are no contests and to which there have been no objections made, and those so reported shall be seated, and the Convention shall be a body competent to transact the business of the Convention. The Convention shall also hear the report of the Credentials Committee relating to contested delegates or objections to the seating of any delegate, and the Convention shall decide on such contests and objections.

Section 14. Members of the RWDSU Executive Board not elected as delegates, and members of the advisory council appointed in accordance with the provisions of Article VII, Section 1(b)(ii), below, shall be seated as delegates to the Convention with all the rights and privileges of elected delegates, but without vote.

Section 15. On questions before the Convention, a roll call vote shall be taken upon the request of at least twenty-five percent (25%) of the delegates.

Section 16. At the Convention and in order to expedite the business thereof, the President shall appoint all necessary committees subject to the approval of the Convention except as may be otherwise provided for herein.

Section 17. A special Convention may be called by the RWDSU President or the RWDSU Executive Board upon at least sixty (60) days' notice to all local unions.

Section 18. Special Conventions may also be called upon the request of at least twenty-five percent (25%) of the locals in good standing in the RWDSU, located in at least five (5) different states, having a total membership in good standing of at least twenty five-percent (25%) of the RWDSU's total membership in good standing. A referendum vote shall then be held as provided for, and in the event that a special Convention is approved by the majority of the members voting, the RWDSU Secretary-Treasurer shall issue a Call for a special Convention.

Section 19. The procedure and manner herein provided for regular Conventions, including election of delegates, issuance of credentials, representation and voting, shall be applicable to special Conventions.

Section 20. At a Convention, a majority of the delegates seated shall constitute a quorum.

ARTICLE V
RWDSU Officers and Executive Board

Section 1. (a) The Executive Board of the RWDSU shall consist of the RWDSU President, the RWDSU Secretary-Treasurer, the RWDSU Recorder and the Vice Presidents.

(b) The officers and Vice Presidents shall be elected at each regular Convention of the RWDSU. The term of all officers and Vice Presidents shall be until the next regular Convention. They shall hold office until their successors are duly elected and installed.

(c) No member shall be eligible for nomination or election as an RWDSU officer or Vice President unless he shall have been in continuous good standing in his local union for a period of twelve (12) months immediately preceding the date of the opening of the Convention.

(d) The candidate receiving a plurality of the votes cast for any office by the delegates to the Convention shall be declared elected.

Section 2. (a) The RWDSU Executive Board shall consist of the RWDSU officers as provided for in Section 1, above, and the fourteen (14) Vice Presidents representing each area of the RWDSU and elected in accordance with subsections (b) below. The Executive Board shall receive input from the members of the advisory council appointed in accordance with the provisions of Article VII, Section 1(b)(ii), below.

(b) The RWDSU Vice Presidents shall be elected by the delegates from their respective areas, meeting in caucus during the RWDSU Convention. The areas shall be determined by the RWDSU Executive Board. At such caucus meetings, each delegate shall be entitled to cast the same number of votes as he is entitled to cast in the Convention, as provided for in Article IV, Section 3. The candidate or candidates receiving a plurality of the votes cast in each such election shall be declared elected.

ARTICLE VI
RWDSU Executive Board

Section 1. The RWDSU Executive Board shall meet not less than twice a year.

Section 2. (a) The RWDSU Executive Board shall have general supervision over all of the affairs of the Retail, Wholesale and Department Store Union and its affiliates, subject to this Constitution and Bylaws. The RWDSU Executive Board may require a local union which does not have full-time paid officers or representatives servicing its members to affiliate with a joint board or joint council. The RWDSU Executive Board shall execute the instructions of the Convention and any referendum.

(b) Between Conventions, the RWDSU Executive Board shall have full power to direct the affairs of the RWDSU, subject to the RWDSU Constitution and Bylaws, and shall have the power to make such rules, set such compensation and adopt such measures not inconsistent with this Constitution and Bylaws as it may deem just and proper for the interests of the RWDSU and the membership. At meetings of the RWDSU Executive Board, a majority of the Board's membership shall constitute a quorum.

(c) The RWDSU Executive Board shall print and supply copies of this Constitution and Bylaws for its local unions, joint boards and joint councils. The RWDSU Executive Board shall do all things necessary to promote the welfare of the Retail, Wholesale and Department Store Union.

(d) The RWDSU Executive Board shall have power in accordance with Article XVI of this Constitution and Bylaws to discipline local unions or other affiliates found guilty of violating any provisions of this Constitution and Bylaws or of failure to comply with the orders of the RWDSU Executive Board, the orders of the RWDSU officers or decisions adopted in any Convention or by referendum vote.

(e) The RWDSU Executive Board shall decide all appeals involving interpretations made by the President of the RWDSU of this Constitution and Bylaws and all points of law arising under the jurisdiction of the RWDSU, and shall pass on all appeals from the decisions of affiliates, except as otherwise specifically limited by this Constitution and Bylaws. All decisions rendered by the RWDSU Executive Board shall be binding on the affiliates of the RWDSU and the members thereof.

(f) The RWDSU Executive Board may, on its own order, submit to a referendum the amount to be levied against each member as an assessment for necessary services. The RWDSU Executive Board shall have no power to levy any assessments except by ratification of the membership through referendum.

Section 3. The RWDSU Executive Board may publish a periodical in as many languages as it shall deem necessary for the educational and organizational benefit of the membership.

Section 4. The RWDSU Executive Board may establish such departments from time to time as it deems appropriate.

Section 5. The RWDSU Executive Board may enter into relations with organizations devoted to the advancement of labor and the objectives and purposes of the RWDSU.

Section 6. (a) The RWDSU Executive Board may set up separate funds for strike benefits, death benefits, welfare benefits, organizing, or any other purpose which it may approve. No member of the RWDSU and no local or other affiliate shall have any right or title to, or have the authority to make any claim upon, such funds of the RWDSU except under such terms and conditions as shall be specified by the RWDSU Executive Board. No local union shall have any right to any portion of or benefits under the strike benefit fund or organizing fund of the

RWDSU without securing the approval of the RWDSU.

(b)(i) The RWDSU Executive Board shall have the authority to make such rules as it deems necessary with respect to local unions transferred into the RWDSU from other bodies.

(ii) The RWDSU Executive Board shall be authorized to make such amendments from time to time to these rules as it may deem advisable under the existing circumstances.

ARTICLE VII RWDSU Officers

The President of the RWDSU

Section 1. (a)(i) The RWDSU President shall be the principal officer of the RWDSU and shall coordinate and administer the affairs of the Union in all of its phases, subject to the approval of the RWDSU Executive Board and the Convention. The President's decision shall be binding unless reversed by the Executive Board or Convention.

(ii) He shall act for the RWDSU between meetings of the RWDSU Executive Board and shall be a delegate to all Conventions of RWDSU affiliates, except that he shall not be entitled to vote for the officers of the affiliate. He shall preside at all Conventions of the RWDSU and at all meetings of the RWDSU Executive Board.

(iii) Subject to the approval of the RWDSU Executive Board, he shall appoint directors, representatives and organizers and shall hire such other employees as may be necessary to conduct the affairs of the RWDSU, and shall fix their compensation.

(b)(i) He shall at all times exercise general supervision over all officers, all directors and all other staff of the RWDSU, subject to the approval of the RWDSU Executive Board.

(ii) He shall have the power, subject to the approval of the RWDSU Executive Board, to appoint and remove members of an advisory council to the RWDSU Executive Board. He shall have the power to have in attendance at RWDSU Executive Board meetings the appointed Executive Board members and advisory council members.

(c) He shall perform all such other duties as appertain to his office. For the faithful performance of his duties, he shall receive such annual salary, payable weekly in equal amounts, as shall be determined from time to time by the RWDSU Executive Board. He shall be reimbursed for his expenses incurred while performing his duties as RWDSU President.

(d) Except as otherwise provided, he shall appoint all committees of the Convention and of the RWDSU Executive Board and he shall be, ex-officio, a member of all committees.

(e) He shall have the right to require affiliates of the RWDSU to call meetings at a

reasonable time and place, at which he or his designee shall have the right to attend and participate.

(f) He shall devote all his time to the affairs of the RWDSU.

(g) He shall require the RWDSU Secretary-Treasurer, Recorder, directors, representatives, organizers and other employees of the RWDSU to perform such duties as may be required in the business of the RWDSU.

(h) He or his designee shall have the right to examine the books, records, contracts and documents of the affiliates of the RWDSU at reasonable times and places.

The Secretary-Treasurer of the RWDSU

Section 2. (a)(i) The RWDSU Secretary-Treasurer shall aid and assist the President in the performance of his duties and is to perform the duties of the President in case of the President's absence or illness.

(ii) He shall, together with the President, be a delegate to all conventions of all affiliates, except that he shall not be entitled to vote for the officers of the affiliate. He shall preserve all important documents, papers, books and letters received by him as an officer of the RWDSU. He shall be the custodian of the Seal of the Retail, Wholesale and Department Store Union.

(iii) All affiliates shall submit upon request to the RWDSU Secretary-Treasurer reports annually, or at such more frequent times as he requests, and containing information in such form as he may prescribe regarding their accounts and financial transactions.

(iv) He shall have the authority to employ such persons as may be necessary to conduct the affairs of his office, subject to the approval of the President.

(b)(i) He shall act as the financial officer of the RWDSU. He shall receive all funds due the RWDSU and give official receipts for the same. He shall conduct correspondence on financial affairs of the RWDSU and report regularly to the President and the RWDSU Executive Board. He shall submit all books and records for audit and inspection at least once a year and at such other times as the RWDSU Executive Board shall determine.

(ii) He shall recommend to affiliates the manner in which they shall keep records and accounts of all their financial transactions. He shall establish a uniform form for affiliates to accompany their remittance of per capita and other monies due the RWDSU.

(iii) He shall devote all of his time to the affairs of the RWDSU. For the faithful performance of his duties, he shall receive such annual salary, payable weekly in equal amounts, as shall be determined from time to time by the RWDSU Executive Board. He shall be reimbursed for his expenses incurred while performing his duties as RWDSU Secretary-Treasurer.

The Recorder of the RWDSU

Section 3. (a)(i) The RWDSU Recorder shall act as the recording secretary for the RWDSU.

(ii) He shall serve as the Secretary of the RWDSU Executive Board and all standing committees thereof.

(iii) He shall act as Secretary of the Convention and keep a correct record of the Convention Proceedings and publish them as soon as possible after the Convention, but no later than six (6) months.

(iv) He shall be compensated in such amount as shall be determined by the RWDSU Executive Board but in no event in an amount greater than the amount provided RWDSU Vice Presidents for their service on the RWDSU Executive Board.

RWDSU Officers Emeritus

Section 4. Upon the retirement of the President or Secretary-Treasurer after at least five (5) years of service as an RWDSU officer, he shall have the title of President Emeritus or Secretary-Treasurer Emeritus and shall render service to the RWDSU in an advisory and consultative status.

ARTICLE VIII

Revenue

Section 1. The revenue of the Retail, Wholesale and Department Store Union shall be derived from per capita tax, assessments, income from bank deposits and investments, and income derived from all other lawful sources.

Section 2. The RWDSU Executive Board shall have the authority, to the extent that it deems necessary, to ensure the proper functioning of the RWDSU, to institute a per capita tax of an amount not to exceed one dollar (\$1.00) per month on each active, affiliated and non-active member, based upon the membership on the last day of each month.

Section 3. Where employees pay service fees, whether pursuant to agency shop service fee provisions or otherwise, all RWDSU affiliates, in recognition of the services provided and performed by the RWDSU and in discharge of their obligation under this Constitution and Bylaws, shall pay to the RWDSU a monthly service fee equal to the per capita tax payable to the RWDSU.

Section 4. Payment of all monthly per capita taxes shall be due in the office of the RWDSU Secretary-Treasurer no later than the tenth day of the month following the month for

which they are due. Monies received by the RWDSU Secretary-Treasurer in payment of per capita taxes shall first be credited to the payment of current per capita tax obligations.

Section 5. The RWDSU Executive Board shall have the authority to grant dispensation from or reductions in the per capita taxes where the circumstances are such that the Executive Board deems such action to be necessary or appropriate.

Section 6. Any affiliate which is in arrears in per capita tax or assessments to either the RWDSU or the UFCW for more than thirty (30) days after the date for the payment by the affiliate to the RWDSU Secretary-Treasurer or the UFCW Secretary-Treasurer is not in good standing. If any such affiliate fails to put itself in good standing within a period of forty-five (45) days following notification from the RWDSU President that it is not in good standing, then said affiliate shall not be entitled to any rights and privileges under this Constitution and Bylaws until said affiliate puts itself in good standing, provided, however, that no affiliate which as of the first day of the RWDSU Convention is delinquent for more than one (1) month's per capita tax or assessments, or any part thereof, shall be seated at the RWDSU Convention. All financial obligations to the RWDSU shall continue to accrue during said periods.

Section 7. All officers and persons having custody or control of the funds or property of the RWDSU or of any affiliate shall be bonded by a reliable surety company in the amount fixed by the RWDSU Executive Board but in no event less than the amount required by law. All officers of the RWDSU and its affiliates shall deliver to their successors, or, where an administrator or trustee has been designated by the President, to such administrator or trustee, all funds and property in their possession received by them from their predecessors or from members of the RWDSU or any of its affiliates, and they shall not be released from their bonds until they have fully accounted for and delivered such funds and property. Any officer or member who misappropriates any funds or property of the RWDSU or any of its affiliates or who retains for his own use or fails to deliver to his successor, or, where an administrator or trustee has been designated by the President, to such administrator or trustee, any funds or property of the RWDSU or any of its affiliates shall be expelled from the RWDSU and from any affiliates in which said person is an officer or member. No settlement with any person who misappropriates funds or property shall be made by any affiliate without the consent of the RWDSU Executive Board.

Section 8. All checks drawn for withdrawal of funds from RWDSU bank accounts shall require the signatures of any two (2) of the following: President, Secretary-Treasurer, Recorder and an individual designated by the Executive Board.

ARTICLE IX Membership

Section 1. Any person employed in industries coming within the jurisdiction of the Retail, Wholesale and Department Store Union as defined in Article II and employed within a collective bargaining unit represented by the RWDSU or any of its affiliates, or employed by an

employer who is subject to an active organizing effort by the RWDSU or any of its affiliates, or an employee or officer of the RWDSU or any of its affiliates, shall be eligible for membership in the Retail, Wholesale and Department Store Union.

Section 2. A person who has been suspended, expelled, stricken from the membership or rejected by any affiliate shall not be eligible for membership in any other affiliate until all differences with the former affiliate have been adjusted.

Section 3. No person shall be eligible for membership in more than one (1) local union of the Retail, Wholesale and Department Store Union, nor shall any member hold office in any other labor union. All disputes over the interpretation of this Section shall be resolved by the RWDSU Executive Board.

Section 4. No person shall be eligible to membership in any affiliate who shall be employed in any capacity which would require him to perform duties inconsistent with labor union membership or with the principles of organized labor, or detrimental to the interests of any affiliate of the RWDSU.

Section 5. No applicant shall be entitled to the rights and privileges of membership until he has satisfied the requirements for membership of the UFCW Constitution and until he has been formally notified that he has been admitted into membership in the local union to which he has applied.

Section 6. Members shall pay in advance all dues and shall promptly pay all assessments. Any member who shall be two (2) months in arrears in the payment of dues, assessments or other payments required to be made shall cease to be in good standing and shall automatically be suspended from all rights and privileges of membership. In accord with and consistent with the UFCW Constitution, local executive boards may make suitable provisions for the exoneration of local dues and local assessments after notification and approval by the RWDSU. A local union, however, may make no provision that will affect its obligation to pay per capita tax to the RWDSU in accordance with Article VIII, Section 2 or 3 for each of its members unless given exoneration in a particular case by the RWDSU Executive Board.

Section 7. Members shall immediately notify their local union and local unions shall in turn immediately notify the RWDSU Secretary-Treasurer of any change of address. Members shall attend all meetings of the local union and of the employees of the establishment in which they are employed.

Section 8. All members of a local union, joint board or joint council affiliated with the RWDSU are members of the Retail, Wholesale and Department Store Union and are subject to the orders, rulings and decisions of the RWDSU and its properly constituted officers.

Section 9. No member shall work for lower wages than, longer hours than, or under conditions inferior to those established, unless so permitted by the local union involved.

Section 10. (a) Any member no longer employed within a collective bargaining unit represented by and within the jurisdiction of an RWDSU affiliate who is current in the payment of all dues and fees to such affiliate shall be entitled to a withdrawal card without any charge.

(b) Any person possessing a withdrawal card and making application for membership in an affiliate of the RWDSU shall be accepted as a reinstated member without the payment of any fee, including the payment of any initiation fee, other than the then current dues, provided the card is deposited with the RWDSU affiliate within whose jurisdiction such person is employed within thirty (30) days from the date of such employment. Any person employed within a collective bargaining unit represented by an RWDSU affiliate who fails to deposit his withdrawal card as prescribed in this subsection shall have his withdrawal card voided and shall not be reinstated to membership without the payment of the applicable initiation fee.

(c) Any member who is not actively working due to layoff, illness, disability, or a contractually provided leave of absence and who has applicable recall or re-employment rights which have not expired, or who has been discharged and has a grievance pending relative to such discharge may elect to continue to pay dues and maintain active membership for the temporary period for which said recall or re-employment rights are valid or said grievance is pending or apply for a withdrawal card. Any member who is not actively working for any other reason and who is ineligible for or does not apply for another classification of membership as provided in the UFCW Constitution shall, upon the request of his local union or the RWDSU Executive Board, pay all current dues and fees and request a withdrawal card. If a member then current in his dues and fees fails to voluntarily withdraw within ten (10) days after the request of his local union or the RWDSU Executive Board, he shall automatically be issued a withdrawal card or, if not current in his dues and fees, suspended.

Section 11. Any member whose current dues and fees have been paid who enters the active military services of the United States shall be entitled to receive a military leave courtesy card. If, within six (6) months of his discharge from such service, the member resumes active employment within a collective bargaining unit represented by an affiliate of the RWDSU, such member shall immediately be restored to membership status in all respects as of the time of the issuance of the military leave courtesy card provided he makes application for membership, presents evidence of his discharge and pays his current dues. Military leave courtesy cards presented for membership after six (6) months shall be honored as regular withdrawal cards.

Section 12. Members who are duly suspended or expelled by the local union for any cause whatever may be reinstated to membership under such terms and conditions as may be ordered by the local executive board. A suspended member upon his reinstatement shall pay a reinstatement fee which shall not be less than the regular initiation fee charged by the local union plus his regular dues for each month of his delinquency up to the date of his reinstatement in addition to all unpaid assessments.

Section 13. All officers of the Retail, Wholesale and Department Store Union and its affiliates, upon installation in their offices, shall repeat the following pledge and obligation: "I, _____, do hereby sincerely pledge my honor to perform the duties of my office as

prescribed by the laws of this union, and to bear true allegiance to the Retail, Wholesale and Department Store Union, UFCW. I will deliver to my successor in office all books and other property of this union that may be in my possession at the close of my official term. All of this I solemnly promise, with full knowledge that to violate this pledge is to stamp me as a person devoid of principle and destitute of honor.”

ARTICLE X Local Unions

Section 1. (a) The membership of the Retail, Wholesale and Department Store Union shall function through local unions and other affiliates.

(b) Each local union and other affiliate shall enact and enforce such constitution and/or bylaws as it may consider necessary. Such constitution and bylaws shall conform to and not conflict with the provisions of this Constitution and Bylaws and the Constitution of the United Food and Commercial Workers Union unless previously approved in writing by the RWDSU Executive Board and the UFCW.

(c) If any local union or other affiliate violates the Constitution and Bylaws of the RWDSU or acts in a manner detrimental to the interest of the RWDSU, it shall be subject to suspension, expulsion or other discipline set forth in and pursuant to Article XVI.

(d) The books, funds, contracts and other property of the local unions shall at all times remain the sole and exclusive property of the local unions. The RWDSU President or his designee at the request of the executive board of a local union or other affiliate or of the membership thereof, and with the approval of the RWDSU Executive Board, shall administer the affairs of a local union or other affiliate and shall in that event have and exercise all the powers granted herein to said local union or other affiliate and its officers until further action of the RWDSU Executive Board or the RWDSU Convention.

Section 2. Whenever a dispute arises between two (2) or more local unions concerning jurisdiction over any unit of workers hereafter organized, the RWDSU President shall make every effort to resolve the dispute by mediation. Failing in this effort, he shall request both parties to sign a stipulation binding themselves to abide by the decision of a jurisdictional panel set up by the President. In the event that the above procedures fail, the President shall refer the dispute to a jurisdictional panel consisting of three (3) or five (5) RWDSU Executive Board members appointed by the RWDSU President, who shall hold hearings within ten (10) days from the date of their appointment. No member of the jurisdictional panel may have any direct connection with the dispute between the local unions. Such jurisdictional panel shall proceed as expeditiously as possible to hold full hearings after proper notice to all parties. The recommendation of the panel shall be made not later than ten (10) days after hearings are completed. The local union affected by the recommendations may ask the RWDSU Executive Board to review the decision of the jurisdictional panel. The decision of the RWDSU Executive Board on review shall be final, subject only to appeal to the President of the UFCW.

Section 3. Local unions shall be responsible for enforcing the provisions of this Constitution and Bylaws and any laws and orders affecting their membership.

Section 4. Local unions shall make available for examination the books of the local union when required to do so by duly accredited officers of the Retail, Wholesale and Department Store Union.

Section 5. Membership meetings of local unions shall be held periodically with proper notice of time and place.

Section 6. Each local union shall conduct labor forums, hold lectures, maintain friendly relations with other labor organizations and do all in its power to strengthen and promote the labor movement.

Section 7. Each local union shall establish and maintain local educational committees to further a program of education among its members.

Section 8. Each local union shall establish political action committees for the purpose of engaging in political activities designed to advance and strengthen the aims and goals of the labor movement. Each local union or other affiliate that operates a fund for the purpose of making political contributions shall give the RWDSU Secretary-Treasurer prior written notification of any contribution from said fund and shall file all required reports with all appropriate governmental agencies.

Section 9. No local union shall make contracts or incur liabilities for the Retail, Wholesale and Department Store Union unless authorized in writing by the RWDSU Executive Board. The Retail, Wholesale and Department Store Union shall not be liable under such contracts unless so authorized.

Section 10. Unless otherwise authorized by the Retail, Wholesale and Department Store Union and the United Food and Commercial Workers Union, each local union and other affiliate shall elect, at least once every three (3) years (unless otherwise authorized by applicable law and the local union or other affiliate bylaws), a president, secretary-treasurer, recorder and not less than three (3) vice presidents, all of whom shall constitute the executive board of the local union. All elections of the local union or other affiliate shall be held by secret ballot.

Section 11. The local executive board shall meet at least once a month, except that it may meet not less often than once a quarter (provided that such meetings shall not be more than four months apart) or, if meeting monthly, may provide for no meetings in the months of July and August, if the local union bylaws so provide in each case. Between meetings of the local union, the local executive board shall exercise the powers of the local union.

Section 12. No local union shall ever be incorporated.

Section 13. No member shall be eligible for nomination or election to any local office unless he shall have been in continuous good standing in his local union for the period of twelve (12) months immediately preceding nomination. No member of a local union that has been in existence for less than twelve (12) months shall be eligible for nomination or election to office unless he shall have been in continuous good standing from the date of his admission to membership in said local union.

Local President

Section 14. The local president shall be the principal officer of the local union and shall preside at all meetings of the local union. He shall enforce the provisions of the local union constitution and bylaws, this Constitution and Bylaws, and the Constitution of the UFCW. He shall appoint all committees as may be necessary and not otherwise provided for and be an ex-officio member of all committees. He shall vote where that vote would be determinative of the outcome and in all cases where a secret ballot vote is conducted. He shall perform such other duties and have such other rights and responsibilities as prescribed in the local union constitution and bylaws, this Constitution and Bylaws, the Constitution of the UFCW or as the local union or local executive board may assign to him. He shall simultaneously submit all reports he files or is required to file with the UFCW to the RWDSU.

Secretary-Treasurer

Section 15. The secretary-treasurer shall assist the president in carrying out the president's duties and responsibilities, and shall conduct the secretary-treasurer's office under the general supervision of the president. During the temporary absence of the local union president, his duties shall be performed by the secretary-treasurer. In the case of a vacancy in the office of local union president, the secretary-treasurer shall perform the duties of such office until a new president is elected by the local union executive board. He shall simultaneously submit all reports he files or is required to file with the UFCW to the RWDSU.

Recorder

Section 16. The recorder shall accurately record and report the minutes of all meetings of the local union and local union executive board. He shall keep an accurate and permanently bound record of all such proceedings. He shall furnish the RWDSU Secretary-Treasurer with the names and addresses of all officers of the local union and such other information as may be deemed necessary relating to the functions of the local union. He shall simultaneously submit all reports he files or is required to file with the UFCW to the RWDSU.

Vice President

Section 17. The vice president shall assist the president in the discharge of the president's official duties. He shall simultaneously submit all reports he files or is required to file with the UFCW to the RWDSU.

Section 18. The salaries of elected officers of the local union shall be governed by the constitution and bylaws of the local union or, if not so governed in the constitution and bylaws, by the membership at the meeting at which such officials are to be elected. Thereafter, such salaries shall not be increased during the terms of their office, except in accordance with the constitution and bylaws in the manner therein prescribed or, if there are no provisions in the constitution and bylaws, at a special meeting of the members of the local union called for such purpose.

Audit Committee

Section 19. (a) Three (3) local union executive board members, by virtue of their offices, shall constitute the local union audit committee which shall perform the duties of the Board of Trustees as specified in the UFCW Constitution. Two (2) of these members shall be the president and the secretary-treasurer of the local union, and the third shall be the local union executive board member annually designated by the local union executive board. The committee shall be responsible for ensuring that all finances of the local union are managed in accordance with the constitution and bylaws of the local union, the RWDSU Constitution and Bylaws and the Constitution of the UFCW. The signatures of two (2) of the committee members shall be required on all checks and all other financial documents, and the committee shall be responsible for ensuring that all banks and other financial institutions holding funds or property of the local union are so instructed.

(b) The committee shall examine the financial records of the local union and make a quarterly financial report to the local union executive board, the RWDSU Secretary-Treasurer and the UFCW Secretary-Treasurer. The committee shall also make such further reports to the RWDSU as may be required by the RWDSU President, Secretary-Treasurer, or Executive Board. The committee shall also submit to the local union executive board, the RWDSU Secretary-Treasurer and the UFCW Secretary-Treasurer copies of all financial audits of the local union and all financial or other reports required by the federal government within thirty (30) days of their completion.

(c) Other than in locals whose membership at the end of the fiscal year is less than two hundred fifty (250), the committee shall employ a certified public accountant to assist it. The committee shall engage such certified public accountant to perform a complete audit of the local union not less than once a year, except that in local unions whose membership at the end of the fiscal year is less than two thousand five hundred (2,500) the certified public accountant may perform a review and issue an opinion in lieu of a complete audit.

Election Appeal

Section 20. An appeal to the RWDSU President from the result of any election for a position in a local union or other affiliate may be made by any member of that local union or affiliate and must be made within fifteen (15) days from the date on which the result of that election is declared final by that local union or other affiliate or the date all remedies of that local

union or other affiliate are fully exhausted, whichever is later; provided, however, that should the local union or affiliate fail to render a decision within thirty (30) days of the local union or other affiliate election, an appeal may be filed with the RWDSU President within fifteen (15) days thereafter. Such appeal shall specify the grounds on which that election is contested and set forth the facts in support thereof. The RWDSU President shall then, personally or through his designees, proceed promptly to investigate the grounds of the claim. Following such investigation, the RWDSU President shall direct appropriate relief, following which an appeal may be taken to the RWDSU Executive Board within fifteen (15) days. The decision of the RWDSU Executive Board shall be final and binding, subject only to an appeal within fifteen (15) days to the UFCW President.

ARTICLE XI Amalgamation of Locals

Section 1. If two (2) local unions affiliated with the RWDSU in a given community desire to merge, the executive boards of the locals shall inform the President of the RWDSU, and the joint council in their community, when such joint council exists, of their intention to merge, and set forth the reason for the desirability of such merger.

Section 2. Within thirty (30) days after the receipt of the request from the executive boards of the local unions, the joint council, where such council exists, shall forward to the RWDSU President its recommendations on the proposed merger.

Section 3. The RWDSU President, within forty-five (45) days of the receipt of the request from the local executive boards, shall, if he approves the merger, indicate his approval to the executive boards of the local unions, and may appoint a designee from the RWDSU to oversee the voting that shall be conducted in the local unions on the question. Approval by two-thirds of the membership voting and by the UFCW shall be required before the merger is consummated.

Section 4. If the RWDSU President deems the merger inadvisable he shall so communicate his feelings to the executive boards of the local unions, and if the local union executive boards still feel that the merger is desirable, they shall call membership meetings in their respective locals not sooner than thirty (30) days after the receipt of the communication from the RWDSU President. The RWDSU President shall be notified of the meetings, and shall send such designees as he may desire to present his views on the questions. The designees of the RWDSU President shall supervise the balloting on the question of merger conducted at the membership meetings. The voting shall be by secret ballot, and approval by two-thirds of the membership voting and by the UFCW shall be required before the merger shall be effected.

Section 5. No other mergers of local unions, joint boards or joint councils shall occur, nor shall any action leading toward merger occur, without the prior approval of the RWDSU Executive Board and, after such approval is obtained, two-thirds of the membership voting of the local union, joint board or joint council and the approval of the UFCW.

ARTICLE XII
Joint Boards and Joint Councils

Section 1. Subject to the prior approval of the RWDSU Executive Board, two (2) or more local unions may form or join a joint board or joint council for their mutual aid and benefit.

Section 2. Joint boards and joint councils shall be adequately funded by monthly payments from their affiliates. The RWDSU Executive Board shall have the authority to determine whether the amount of such payments is adequate to provide the services required and, if not, to set monthly payments in an amount which will properly fund the joint board or joint council.

ARTICLE XIII
State Federations and Central Labor Bodies

Local unions, joint boards and joint councils located in areas and states where there are AFL-CIO State Federations and AFL-CIO Central Bodies are encouraged to affiliate with such State Federations and Central Bodies, unless such affiliation conflicts with RWDSU policy as established by the RWDSU Executive Board.

ARTICLE XIV
Discipline of Local Members

Section 1. Members of local unions may be expelled, suspended, removed from office or otherwise disciplined for violation of any of the provisions of the local union constitution and bylaws, the RWDSU Constitution and Bylaws, or the UFCW Constitution.

Section 2. (a) Before any member of a local union may be disciplined, written charges shall be filed with the secretary-treasurer of the local union. No charges may be filed later than six (6) months after the basis for the alleged violation has been discovered or should have been discovered. The secretary-treasurer with whom such charges are filed shall promptly transmit a copy thereof to the charged party at his last known address by personal delivery or registered or certified mail.

(b) A trial on the charges shall be held as soon as practicable, but no later than sixty (60) days following the date on which the charges are filed; provided, however, that the local union executive board may, upon its own motion, or upon the motion of either the charging or charged party for good cause shown, adjourn or postpone the hearing to a later date not more than one hundred (100) days from the date the charges are filed. All parties shall receive at least fourteen (14) days' notice in writing by personal delivery or registered or certified mail of the hearing date. The notice of hearing shall state that the parties have a right to have other members of the

local union attend, subject to reasonable accommodation of space.

Section 3. (a) Hearings shall be held before the executive board of the local union or by a trial committee of not less than three (3) members of the executive board of the local. No charging party or accused member or witness may serve on the executive board or trial committee hearing such charges. The accused shall have the right to appear at such hearings, and to produce and cross-examine witnesses. Both the charging and the accused members may be assisted, advised, or represented by any other member of the local union.

(b) A detailed written record of the trial proceedings shall be made and preserved and shall constitute the trial record. No loss of membership rights or local union office shall be imposed unless a stenographic record and transcript are kept of the hearing proceedings.

(c) Within forty-five (45) days of the completion of the hearing, the local union executive board or trial committee shall issue its decision, setting forth any discipline to be imposed. The evidence respecting each separate charge shall be considered and separately voted upon. A verdict of guilty on any charge shall require a two-thirds majority vote of the local union executive board or trial committee on that charge. The parties shall be advised of the executive board's or trial committee's decision in person or by certified or registered mail.

Section 4. (a) Any member who has been found guilty of any charge, or the charging party when the accused has been acquitted, may appeal by filing a notice of appeal with the local union secretary-treasurer no later than fifteen (15) days from the date of the executive board's or trial committee's decision. That appeal shall be heard and decided by the membership of the local union at its next regular meeting.

(b) The decision of the local union membership may be appealed to the RWDSU Executive Board by filing a written notice of appeal with the RWDSU Secretary-Treasurer within thirty (30) days of the decision of the local union membership or, if no local union membership decision is rendered within forty (40) days from the date of the appeal to the local union membership, within thirty (30) days of the expiration of such forty (40) day period. The RWDSU Executive Board shall issue its decision on the appeal at its next regular meeting. At the discretion of the RWDSU Executive Board, the appeal may be decided upon the trial record and written submissions of the parties, or the RWDSU Executive Board may require or permit the parties to make oral presentations.

(c) Either party may appeal from the decision of the RWDSU Executive Board to the UFCW President by filing a written notice of appeal within thirty (30) days of the date of the decision of the RWDSU Executive Board.

ARTICLE XV

Discipline of Officials of Local Unions and Other Affiliates

Section 1. Any officer of the RWDSU shall have the right to file charges against officers

or executive board members of local unions or of other affiliates for violation of any of the provisions of the local or other affiliate constitution and bylaws, the RWDSU Constitution and Bylaws, or the Constitution of the UFCW.

Section 2. (a) Written charges shall be filed with the Secretary-Treasurer of the RWDSU, who shall immediately forward a copy of said charges to the secretary-treasurer of the local union or other affiliate in which the accused is an official, or, in the event that the secretary-treasurer is the official accused, to the president of the local or other affiliate. Upon receipt, the charges will be served, notice given, and a hearing held in accordance with the procedures and standards governing charges and hearings for local union members.

(b) The decision of the executive board or trial committee of the local or other affiliate shall be rendered in accordance with the procedures governing charges and hearings of local union members, but shall automatically be presented to the membership of the local or other affiliate at a special meeting of its membership called, for the purposes of reviewing the decision of the executive board or trial committee, within thirty (30) days of the date of the decision of the executive board or trial committee.

Section 3. The RWDSU President or his designee shall have the right to appear and be heard before the executive board or trial committee of the local or other affiliate and the special membership meeting called for the purpose of reviewing the decision of the executive board or trial committee.

Section 4. The decision of the membership of the local or other affiliate shall be appealable to the UFCW President by filing a written notice of appeal to the UFCW President within thirty (30) days of the decision of the special meeting of the local union's or other affiliate's membership.

ARTICLE XVI

Discipline of Local Unions and Other Affiliates

Section 1. Any officer of the RWDSU shall have the right to file written charges against any one (1) or more of the local unions or other affiliates, for violation of any of the provisions of the UFCW Constitution, or decisions of the UFCW Executive Board made pursuant thereto, the provisions of the RWDSU Constitution and Bylaws, or decisions of the RWDSU Executive Board made pursuant thereto, or the constitution and bylaws of the local union or other affiliate.

Section 2. The RWDSU Executive Board shall have the power, after notice of and an opportunity for hearing upon such charges, to trustee, suspend, expel or otherwise discipline any local union or other affiliate which it finds guilty of any violation of any of the provisions of the UFCW Constitution or decisions of the UFCW Executive Board made pursuant thereto, the RWDSU Constitution and Bylaws or decisions of the RWDSU Executive Board made pursuant thereto, or the constitution and bylaws of any local union or other affiliate. Service of the charges, notice of the hearing and the hearing shall be conducted in accordance with the

procedures and standards governing charges and hearings for local union members.

Section 3. During the pendency of charges before the RWDSU Executive Board, the President of the RWDSU shall have the power, in the exercise of his sole judgment, to suspend the operation of any affiliate so charged or to place such affiliate under trusteeship subject to the provisions of Section 5 of Article XXIII of this Constitution and Bylaws.

Section 4. The RWDSU officer filing the charges, if the charges are not sustained, or the local union or any other affiliate, if the charges are sustained, shall have the right to appeal to the UFCW President by filing a written notice of appeal to the UFCW President within thirty (30) days of the date of the decision of the RWDSU Executive Board.

Section 5. In the event of suspension of a local union or other affiliate, the local union or other affiliate shall not be deemed to be in good standing during the period of suspension.

Section 6. Except as otherwise provided in Article VIII, Section 8, any local union or other affiliate not in good standing shall not be entitled to any rights and privileges under this Constitution and Bylaws. All financial obligations to the RWDSU shall continue to accrue despite loss of rights and privileges so long as the affiliate is not in good standing.

ARTICLE XVII

Discipline of Officers and Executive Board Members

Section 1. (a) Charges may be filed by any local union or by any member of the RWDSU Executive Board against any RWDSU officer or RWDSU Executive Board member for violating any provision of the UFCW Constitution or decision of the UFCW Executive Board or any provision of this Constitution and Bylaws or decision of the RWDSU Executive Board or the RWDSU Convention, or for any conduct detrimental to the RWDSU, or for any conduct deemed to be in violation of the AFL-CIO Codes of Ethical Practices. The charges shall be filed in writing in person or by registered or certified mail with the President of the RWDSU, or if the President is the officer involved, with the Secretary-Treasurer, giving details of the charges.

(b) The accused shall be immediately furnished in person or by registered or certified mail with a copy of the filed charges. The hearing on the charges shall be held before the RWDSU Executive Board. Both the charging party and the accused may be assisted, advised or represented by any other member of the RWDSU. The RWDSU Executive Board shall hear, consider and vote upon the separate charges at its next regular meeting, or, if no regular meeting is scheduled within one hundred (100) days after the filing of the charges, at a special meeting held within one hundred (100) days after the filing of the charges. In all other respects, service of the charges, notice of the hearing, and the hearing shall be conducted in accordance with the procedures and standards governing charges and hearings for local union members.

(c) If two-thirds of the RWDSU Executive Board vote to sustain one (1) or more of the charges, the accused may be removed from his RWDSU office or his position as RWDSU Vice

President or otherwise disciplined. Either the charging party or the accused may appeal from the decision of the RWDSU Executive Board to the UFCW President by filing a written notice of appeal with the UFCW President within thirty (30) days of the decision of the RWDSU Executive Board.

Section 2. This Article covers the discipline of RWDSU officers and Executive Board members only insofar as their status as such officer and such Executive Board member is concerned. Charges against them to discipline them in relation to their membership in their local unions or in other affiliates shall be filed in accordance with Articles XIV and XV.

ARTICLE XVIII Dissolution, Secession or Disaffiliation

Section 1. No affiliate can dissolve, secede or disaffiliate from the RWDSU without the approval of the RWDSU Executive Board and the UFCW and without complying with the conditions set by the RWDSU Executive Board. Any affiliate that has total loss of its membership shall be deemed, for the purpose of this Article, to have dissolved.

Section 2. An affiliate and its members after complying with the requirements of Section 1 of this Article shall have no claim to any monies paid to the RWDSU nor any claims to the general treasury or other assets of the RWDSU; and, further, the affiliate's properties, funds and assets, real, personal and mixed, and all rights, title and interests, either legal or equitable, in any monies, funds or property, tangible or intangible, including but not limited to its name, recognition agreements, collective bargaining agreements and certificates of representational rights, shall be delivered to the RWDSU Secretary-Treasurer and shall vest in and become the property of the UFCW and/or the RWDSU under and in accordance with the provisions of the UFCW Constitution and this Constitution and Bylaws.

Section 3. An affiliate dissolving, seceding or disaffiliating from the RWDSU shall be required to reimburse the RWDSU for any and all per capita payments made to the UFCW by the RWDSU, pursuant to Section 9(B) of the Merger Agreement of the RWDSU and the UFCW, on behalf of such dissolving, seceding or disaffiliating affiliate and its members.

ARTICLE XIX Collective Bargaining

Section 1. Collective bargaining on behalf of the membership shall be in accordance with the collective bargaining program, policy and direction of the RWDSU Convention and the RWDSU officers and Executive Board and the applicable established policies, practices and objectives of the UFCW, all as relating to wages, hours and other working conditions. To ensure such adherence and to prevent the imposition of collective bargaining agreements found to be injurious to the best interests of the membership of the local union or other local unions of the

RWDSU or the UFCW, the terms of proposed collective bargaining agreements shall be submitted, upon request, to the RWDSU President and, simultaneously, to the UFCW President for review prior to any membership action thereon.

Section 2. Subject to Section 1, the right to bargain collectively for the whole membership of a local union shall lie with the executive board of the local union or officers designated by it and with the RWDSU or its representatives when the local union so requests. Participation of the RWDSU or its representatives in collective bargaining or the signing of any collective bargaining agreement by an RWDSU representative shall not make the RWDSU a party to the contract or impose any liability on the RWDSU with respect thereto.

Section 3. The result of negotiations, the employer's final offer and/or the agreement shall be subject to ratification by the membership of the local union or, if less than all the members of the local union are within the bargaining unit covered by such negotiations, by the members affected thereby. Except as otherwise provided in Article XX of the Constitution and Bylaws, if a majority of those voting ratify the results of the negotiations, the contract shall be properly compiled, drafted and signed by proper officers of the local union and thereupon it shall be binding upon all members. Copies of all contracts shall immediately upon their signature be transmitted to the RWDSU Secretary-Treasurer and, upon request, to the UFCW.

Section 4. No member or members shall negotiate or confer with any management or agents thereof, without due authority, on matters pertaining to wages, hours or working conditions.

Section 5. When joint councils or joint boards have been formed and the local union members or agents thereof have vested the rights of collective bargaining in such joint councils or joint boards, the provisions of this Article shall apply to joint councils or joint boards vested with such authority.

Section 6. Any Union member covered by a collective bargaining agreement shall be entitled to receive a copy of their applicable contract upon request to his local union or affiliate.

ARTICLE XX Strikes

Section 1. (a) A strike may be called by a local union provided that the affected members of the local union approve by a two-thirds majority secret ballot vote the calling of such strike. In the event the affected membership constitutes less than a majority of the membership of the local union, the local executive board may, subject to the approval of the RWDSU Executive Board, disapprove such strike.

(b) Following the approval of a strike by the local union, the president of the local union shall request authorization from the RWDSU President to strike or take other economic measures and, after receiving such authorization, shall thereafter request authorization from the UFCW

International Executive Committee. No local union shall engage in a strike or other economic action without first receiving the authorization of the RWDSU President and the authorization of the UFCW International Executive Committee.

(c) In the event of rejection of the employer's proposal for a collective bargaining agreement and the failure of the affected membership of the local union to approve a strike by a two-thirds vote, the local union executive board shall, after notifying the UFCW President and receiving acknowledgment of such notice, and notifying and receiving the approval of the RWDSU Executive Board, have the authority to accept such offer.

Section 2. The authorization by the RWDSU President of any strike or other economic action shall not make the RWDSU a party to or participant in any such strike, economic action or dispute.

Section 3. The local union shall submit to the RWDSU President and the UFCW President all information regarding the dispute, strike or economic action, as well as the settlement and the terms of settlement of any strike or other economic action.

Section 4. This Article shall be applicable to joint councils and other affiliates vested with authority to call or terminate strikes.

ARTICLE XXI Publication

Section 1. The official organ of the Retail, Wholesale and Department Store Union shall be published periodically as directed by the RWDSU Executive Board. The RWDSU President shall be responsible for the overall supervision of the official publication and shall act as its editor-in-chief. He shall designate other editors and staff subject to the approval of the RWDSU Executive Board. All announcements and notices printed in the official organ shall constitute official notices to all affiliates of the RWDSU and to the entire membership and shall be deemed due and proper notice for all purposes.

Section 2. The RWDSU Executive Board shall provide for the proper distribution of the official organ.

ARTICLE XXII Referendum

Section 1. The RWDSU Executive Board shall submit to a referendum vote of the membership:

(a) Any matter upon its own initiative.

(b) Any question, motion or resolution as submitted to the Executive Board and ordered by at least twenty-five percent (25%) of the locals in good standing in the RWDSU, located in at least five (5) different states, having an aggregate membership in good standing of at least twenty-five percent (25%) of the RWDSU's total membership in good standing.

Section 2. Any matter to be submitted shall be printed in the official organ of the RWDSU.

Section 3. Whenever a referendum is permitted or required under the provisions of this Constitution and Bylaws, it shall be held in the manner provided for in this Article.

Section 4. All referenda shall be held under the general supervision of the RWDSU Executive Board.

Section 5. The RWDSU Secretary-Treasurer shall prepare referendum ballots and transmit them in appropriate number to each local union or joint board or joint council together with a notice of the referendum setting forth clearly the matters to be voted upon.

Section 6. Each local union shall hold a special meeting or special meetings, as may be required, within thirty (30) days from the date of the notice of the referendum, at which time the vote will be taken. The vote shall be by secret ballot, prepared by the RWDSU Secretary-Treasurer. Before any member is permitted to vote he shall be required to present his dues book or card showing that he is in good standing.

Section 7. A board of election designated by each local union, or in the case of local unions affiliated with a joint board or joint council, by each joint board or joint council, shall count the ballots and forward to the RWDSU Secretary-Treasurer within five (5) days after the votes have been cast a certificate executed by the local union president giving the results of the referendum. All original ballots shall be preserved for four (4) weeks after the results of the referendum have been announced or for such longer period as may be ordered by the RWDSU Executive Board, which shall have the power to impound any or all ballots.

Section 8. Except as otherwise provided by this Constitution and Bylaws, all referenda shall be determined by a majority of the votes cast. The RWDSU Executive Board shall select from the Board five (5) tellers, who shall count the ballots or tabulate the results set forth in the election certificates and announce the results to the RWDSU Secretary-Treasurer.

Section 9. The results of such referendum shall be announced by the RWDSU Secretary-Treasurer within sixty (60) days from the date on which the Call therefor was issued.

ARTICLE XXIII Trusteeship

Section 1. The RWDSU President, whenever he has reason to believe that such action is

required, may, after a hearing by a committee designated by him of not less than five (5) members of the RWDSU Executive Board and with approval of the RWDSU Executive Board, institute a trusteeship by appointing a Trustee to take charge and control of the affairs of an affiliate, in accordance with applicable statutes, for the purpose of:

- (a) Preventing or correcting corruption or financial malpractice; or
- (b) Assuring the performance of collective bargaining agreements or other duties of a bargaining agent; or
- (c) Restoring democratic procedures within any affiliate; or
- (d) Otherwise carrying out the legitimate objectives or protecting the interests of the Retail, Wholesale and Department Store Union or any of its affiliates or assuring compliance with the provisions of the UFCW Constitution, the RWDSU Constitution and Bylaws or the constitution and bylaws of said affiliate.

Section 2. The Trustee shall be authorized and empowered to take full charge of the affairs of the affiliate, to suspend or remove any or all officers and appoint temporary officers or agents during his trusteeship, and to take such other action as in his judgment is necessary for the preservation of the affiliate and its interests. The Trustee shall report on the affairs and transactions of the affiliate to the RWDSU President. The Trustee and all of the acts of the Trustee shall be subject to the supervision and direction of the RWDSU President.

Section 3. Upon the institution of the trusteeship, all monies, books, contract rights and property of the affiliate shall be turned over to the Trustee, who shall receipt for them. The Trustee shall be bonded for the faithful discharge of his duties relating to the handling of funds or other property of the affiliate.

Section 4. The Trustee shall pay all outstanding claims, properly proved, if funds are sufficient. When self-government is restored, the Trustee shall return all monies, books, contract rights and property to the affiliate. If, however, the affiliate is dissolved by the revocation of its charter, then any balance remaining to the credit of the affiliate shall be forwarded to and become the property of the UFCW and/or the RWDSU under and in accordance with the provisions of the UFCW Constitution and the RWDSU Constitution and Bylaws.

Section 5. Whenever the RWDSU President has reason to believe that an emergency situation exists requiring the institution of a temporary trusteeship, he may appoint a Temporary Trustee who shall have all the authority granted to a Trustee hereunder; provided, however, that prior to the appointment of such Temporary Trustee, the RWDSU President shall set a time and place for a hearing for the purpose of determining whether the Temporary Trustee shall continue to function as a Trustee following said hearing. Such hearing shall commence within sixty (60) days of said appointment and a decision shall be made within one hundred twenty (120) days after the appointment of such Temporary Trustee; and further provided that such hearing shall be by a committee designated by the RWDSU President of not less than five (5) members of the

RWDSU Executive Board and that approval for the Temporary Trustee to function as a Trustee shall be given by the RWDSU Executive Board within the time prescribed herein.

Section 6. In the event of a determination by the RWDSU Executive Board to continue a trusteeship imposed under emergency procedures, the Trustee shall have the same authority as that granted to a Trustee appointed after hearing as provided in Section 2 hereof.

Section 7. In all cases of trusteeships, the RWDSU President shall make a report to the RWDSU Executive Board at intervals of not more than every six (6) months, which report shall contain his recommendations with respect to whether the trusteeship shall be continued or terminated, and the RWDSU Executive Board within ten (10) days of said report shall determine whether said trusteeship shall continue or be terminated.

Section 8. No financial obligation or liability of the affiliate which may have existed at the time the trusteeship is instituted or which may arise thereafter shall be assumed by, or become an obligation of, the RWDSU.

Section 9. All hearings required hereunder shall be on reasonable notice to the affected affiliate, which shall have the right to be represented and heard.

Section 10. Any decision regarding the imposition, continuation or dissolution of a trusteeship may be appealed to the UFCW President by filing a written notice of appeal with the UFCW President within thirty (30) days of the decision instituting, continuing or dissolving a trusteeship.

Section 11. Any provisions of this Constitution and Bylaws contrary to or inconsistent with this Article shall yield to the provisions of this Article.

ARTICLE XXIV

Succession of Officers, Vacancies, Termination and Additions

Section 1. Should a vacancy occur between Conventions in the office of the presidency, such vacancy shall be filled until the next RWDSU Convention by the RWDSU Executive Board no earlier than thirty (30) days nor later than ninety (90) days of said vacancy.

Section 2. Should a vacancy occur between Conventions in the office of the Secretary-Treasurer or Recorder, such vacancy shall be filled until the next RWDSU Convention by the RWDSU Executive Board, which shall convene within thirty (30) days of said vacancy at a meeting especially called for that purpose by the President..

Section 3. Should there be concurrent vacancies between Conventions in both the office of President and the office of Secretary-Treasurer, such vacancies shall be filled until the next RWDSU Convention by the RWDSU Executive Board, which shall convene within thirty (30) days of said vacancies at a meeting especially called for that purpose and conducted by the Vice

President most senior in service as a member of the RWDSU Executive Board.

Section 4. In the event of temporary inability to perform in the office of Secretary-Treasurer and/or Recorder resulting from protracted illness or other disability, the said office shall be filled in the manner provided for in this Article for the duration of such temporary inability. The RWDSU Executive Board shall determine the existence and duration of any such temporary inability.

Section 5. Should a vacancy occur in the membership of the RWDSU Executive Board for reasons of removal on charges by the RWDSU, retirement, death or loss of membership in the local or other affiliate, the vacancy shall be filled by majority vote of the RWDSU Executive Board taking into account the recommendation and representational needs of the particular area involved.

Section 6. The RWDSU Executive Board shall by majority vote, on recommendation of the President, have the power to appoint and remove members of the advisory council to serve with the RWDSU Executive Board.

ARTICLE XXV Dual Unionism

Section 1. A member or officer or local union or other affiliate may be censured, suspended, expelled, removed from office, placed in trusteeship or otherwise disciplined for advocating or attempting to bring about the withdrawal from the RWDSU of any RWDSU affiliate or any member or group of members, or for working in the interest of or accepting membership in any organization dual to the RWDSU.

Section 2. Written charges shall be filed with the RWDSU President, who shall refer them to the RWDSU Executive Board, which shall have the power, after notice of, and an opportunity for hearing upon, such charges, to determine the validity of such charges and impose appropriate sanctions. In all other respects, the filing of charges, service of charges, notice of hearing, and the hearing shall be conducted in accordance with the procedures and standards governing charges and hearings for local union members. The decision of the RWDSU Executive Board may be appealed to the UFCW President by filing a written notice of appeal with the UFCW President within thirty (30) days of the decision of the RWDSU Executive Board.

Section 3. Whenever the RWDSU President has reason to believe that an emergency situation exists requiring the institution of temporary sanctions, he may temporarily remove an officer, temporarily suspend a member or temporarily impose trusteeship on a local union or other affiliate; provided, however, that a hearing shall be had before the RWDSU Executive Board within sixty (60) days of said imposition of temporary sanctions and a decision rendered by the RWDSU Executive Board within one hundred twenty (120) days of the date such temporary sanctions were imposed.

ARTICLE XXVI
Amendments

This Constitution and Bylaws may be amended at any RWDSU Convention by a majority of the votes cast at such Convention or by referendum of the membership by a majority of the votes cast in such referendum; or by the Executive Board as may be necessary to bring this Constitution and Bylaws into compliance with the UFCW Constitution and applicable law.

ARTICLE XXVII
Effective Date

This Constitution and Bylaws shall be effective upon the adoption thereof by the delegates at the 2018 Convention of the Retail, Wholesale and Department Store Union and as amended at that Convention.