

IUPAT
PAINTER'S
LOCAL UNION #300
BYLAWS



Ratified
January 17th, 2017

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**BYLAWS
LOCAL UNION 300**

PREAMBLE

We, the members of Local Union 300, fully affiliated with District Council 5, of the International Union of Painters and Allied Trades, AFL-CIO, believing that organization and collective action is necessary to foster and adopt ways and means for the continuous improvement of the working and living standards of the members of this Local Union; to secure legislation in the interest of our members; to bring about higher wages, shorter hours and better working conditions for our membership; to influence public opinion by peaceful and legal methods; in favor of our affiliated organizations, organized labor, and working people generally; to promote, encourage and bring into existence satisfactory contractual relationships with employers in the industries from which the members of our affiliates are drawn; to advance and maintain better relations between our members and their employers for the purpose of stabilizing employment conditions to the mutual advantage of both our members and employers; and to otherwise enrich the lives of our members and all working men and women, formulate and adopt the following Bylaws for our guidance and government.

ARTICLE 1: BYLAWS

These Bylaws are subordinate to the provisions of the International Constitution of the International Union of Painters and Allied Trades (hereinafter called the “International Union”) and the Bylaws of District Council 5. In the case of conflict between these Bylaws and the provisions of the International Constitution, the latter shall govern. In the case of conflict between these Bylaws and the District Council Bylaws, the latter shall govern.

ARTICLE 2: NAME

This organization, a subordinate body of the International Union and an affiliated Local Union of District Council 5, shall be known as Painter’s Local #300.

ARTICLE 3: JURISDICTION

The territorial jurisdiction of this Local Union shall be as set forth in its Charter and as determined by the General Executive Board from time to time under Section 69(b) of the International Constitution, provided that the Local Union shall be guided within its jurisdiction by the directives of the District Council.

ARTICLE 4: OBJECTS

The objects of this Local Union shall be as set forth in the Preamble and Sections 2 and 165 of the International Constitution.

ARTICLE 5: ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in the International Constitution in policies adopted by the General Executive Board.

ARTICLE 6: OFFICERS

6.1 Eligibility to hold office shall be as set forth in Sections 91(b) and 210 of the International Constitution.

6.2 Officers of this Local Union shall be as set forth in Section 185 of the International Constitution, and their duties shall be as set forth in the following sections of the International Constitution.

- a. President: The duties of the President shall be as set forth in Sections 189 - 192.
- b. Vice President: The duties of the Vice President shall be as set forth in Section 194.
- c. Recording Secretary: The duties of the Recording Secretary shall be as set forth in Sections 195-197.
- d. Financial Secretary: The duties of the Financial Secretary shall be as set forth in Sections 155(d), 198-202 and 211(d).

(1) The Financial Secretary may, (as a courtesy) notify by mail, at their last known address, all members with dues not paid by the 1st week of the 3rd month with a warning of being suspended and all suspended members with a warning of being dropped from membership.

- e. Treasurer: The duties of the Treasurer shall be as set forth in Section 203.
- f. Trustees: The duties of the Trustees shall be as set forth in Sections 204-207.
- g. Warden: The duties of the Warden shall be set forth in Section 208.

- 6.3 The Business Representatives shall be able to sign warrants or checks on behalf of the local, but such warrant or check shall also require the personal signature of the President, Recording Secretary, or Treasurer.
- 6.4 When the District Council adopts the centralized Local Union dues, records and reporting plan outlines in Section 162 of the International Constitution, the following modifications will be in effect for dues collection, records, and reporting. Also, the Local Union officers' duties will be modified as outlined below.
- a. Under the Dues Collection and Membership Reporting Plan adopted by Local Union 300 pursuant to Article 15(a) of the District Council 5 Bylaws, the Business Manager/Secretary-Treasurer of District Council 5 performs many of the functions of the Financial Secretary and Treasurer of Local Union 300. Therefore, the duties of the Financial Secretary and the Treasurer of Local Union 300 shall be as set forth in this Article.
 - b. Where the Financial Secretary receives dues payments from members (such as at Local Union meetings) he or she shall (i) transmit such payments to the Business Manager/Secretary-Treasurer of District Council 5 within five (5) days, (ii) provide the member with a temporary receipt, a copy of which shall be transmitted to the Business Manager/Secretary-Treasurer with the payment, a copy of which shall be retained by the Financial Secretary. Such temporary receipt shall indicate only the amount of funds received and shall not indicate the member's standing or through with calendar month dues are paid.
 - c. The Financial Secretary shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of the District Council. At each membership meeting, the Financial Secretary shall deliver a report to the membership, which shall include the following information:
 - i. the gross receipts of the Local Union in the prior month,
 - ii. the net receipts of the Local Union, along with the amounts of all per capita deductions made by the Business Manager/Secretary-Treasurer of District Council 5 and any other deductions,
 - iii. the overall membership of the Local Union, with the gain or loss in membership in the prior month noted,
 - iv. the number and names of members on application and those initiated,
 - v. the number and names of members suspended and reinstated, and
 - vi. the names and number of clearance cards deposited and issued.

- d. The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council 5. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:
 - i. list all deposits made to the Local Union account, if any,
 - ii. a copy of the Local Union cash disbursements journal, if applicable,
 - iii. list of all payments from the District Council made on behalf of the Local Union, from the funds collected by the District Council for the Local Union.

Notwithstanding anything to the contrary in this Article, the Financial Secretary, the Treasurer and all other Local Union officers shall comply with all provisions of the Plan, as amended from time to time by the General Secretary-Treasurer.

The Financial Secretary shall perform the Financial Secretary duties outlined in Section 155(d) and 211(d) of the International Constitution from information provided the Financial Secretary by the Business Manager/Secretary-Treasurer of the District Council.

The Local Union shall use the IUPAT Integrated Membership Systems (IMSe) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records, and member activity.

ARTICLE 7: DELEGATES

All delegates (other than delegates to the General Convention) shall be elected at the June elections in accordance with Article 11 of these Bylaws.

ARTICLE 8: EXECUTIVE BOARD

8.1. The Executive Board of this Local Union shall be as set forth in Section 185(c) of the International Constitution. The Executive Board shall be composed of the President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Warden, three Trustees and the Business Representative.

8.2. Duties of the Executive Board:

- a. To enforce the laws of the Local Union between meetings.

- b. To handle all matters delegated to the Executive Board by the members voting at regular or special called meetings.
- c. To review all requests for donations, investigate the same and submit its findings and recommendations for membership action.
- d. The Executive Board shall be vested with the authority of recommendation only, unless otherwise specifically authorized by the Local Union membership voting at a regular or special called meeting; provided, however, that during the interim between meetings it shall be authorized to act for the Local Union in cases of emergency, subject to review at the next regular meeting.
- e. The Executive Board shall meet on the 3rd Tuesday of the month at 4:00 P.M. The Executive Board may occasionally hold its meeting at different time prior to the next monthly membership meeting.
- f. A Quorum for an Executive board meeting shall be a majority of the Executive Board members.
- g. The Business Representatives shall be responsible for the Local 300 office staff on a day to day basis. The Executive Board may hire and/or terminate office staff as needed or as supported by the finances for the Local.

ARTICLE 9: COMPENSATION OF OFFICERS, DELEGATES AND COMMITTEE MEMBERS

9.1. Officers:

- a. The President shall receive one hundred (\$100.00) dollars per membership meeting worked as President.
- b. The Vice President shall receive eighty-one (\$81.00) dollars per membership meeting worked as Vice President.
- c. The Recording Secretary shall receive one hundred (\$100.00) per membership meeting worked as Recording Secretary.
- d. The Financial Secretary shall receive one hundred (\$100.00) per membership meeting worked as Financial Secretary.
- e. The Treasurer shall receive eighty-one (\$81.00) dollars per membership meeting worked as Treasurer.

- f. The Trustees shall receive eight-one (\$81.00) dollars per membership meeting worked as Trustee.
- g. The Warden shall receive eighty-one (\$81.00) dollars per membership meeting worked as Warden.
- h. In addition to the above stated monetary compensation, the following officers shall have their monthly membership dues paid by the Local's General Fund, upon attending in its entirety, the monthly meeting and performing their duties as officers for that month; President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Warden and Trustees. (This does not include any full time staff of the Local or the District Council).

9.2. Delegates:

- a. To District Council – None
- b. To Central Bodies (if any) None
- c. To Conventions and Conferences – shall receive IRS reimbursable mileage rate, when using personal vehicle, or coach airfare; hotel room, convention registration fees, and fifty (\$50.00) dollars per day per diem, or actual reasonable expenses with original itemized receipts. Any member missing work while on delegate duties for Local Union 300 shall be allowed Journey level Foreperson wages, or wage on most recent pay stub, whichever is greater, for up to eight (8) hours per day, Monday through Friday, of event and travel.
 - (i) Per diem, if paid, starts at 75 road miles from Local Union 300 unless otherwise authorized by the Members to accommodate special circumstances.
- d. Full-time Local Union or District Council 5 employees shall not receive any additional wages beyond their normal salary for fulfilling the duties as a delegate from Local Union 300 without a vote by the membership.

9.3. Committee Members:

- a. Committees member's compensation will be granted at time of appointment and voted on by the Local Union 300 Membership.

ARTICLE 10: BONDS

Officers of Local Unions shall be bonded in accordance with Section 59(b) and (c) of the International Constitution and as required by law.

ARTICLE 11: ELECTIONS

11.1 Elections shall be held under the procedures and provisions as set forth in Sections 209-212 of the International Constitution.

11.2 The election of Local Union Officers, Executive Board members, and delegates to District Councils (and Central Bodies, if any) shall be held at the last meeting in June. Nominations for the same shall be held at the last meeting in May, as per Section 209(a) of the International Constitution. Delegates to the District Council shall be elected to a four (4) year term. All other offices shall be elected to a three (3) year term.

11.3 Delegates to the General Conventions of the International shall be elected as set forth in Section 28 of the International Constitution.

ARTICLE 12: VACANCIES

Vacancies occurring among the officers shall be filled in accordance with Sections 215 and 216 of the International Constitution.

ARTICLE 13: DUES, FEES, AND ASSESSMENTS

13.1 Dues: Dues shall be as follows:

a. All Commercial and Industrial Members (Regular & Apprentice) shall pay dues at:

	Monthly
Journey level	\$42.20
Journey level joining at age 60+	\$40.20
4 th -6 th Bracket Apprentice	\$38.20
1 st -3 rd Bracket Apprentice	\$36.20

Dues shall be payable to the Local Union on a quarterly basis.

- b. Dues shall increase by the amount of any increase in the per capita and Death Benefit payment due to the International Union and such increase shall be effective the date the increase in the payments due to the International Union becomes effective.
- c. The dues payment required by sub-section (a) includes the Death Benefit payment called for by Sections 17 (b) and 18 of the International Constitution and the Rules and Regulations of the International Union's Death Benefit Fund. Accordingly, members not covered by the Death Benefit Fund pursuant of the foregoing provisions (Example: members who are 60 years of age or over when initiated; or life Members working at the trade who elected non-participation) will be required to pay the dues specified in sub-section (a) less the current Death Benefit Payment.
- d. Quarterly working cards shall be obtained in accordance with Section 119 of the International Constitution. All dues, fees, assessments and funds payments are due and payable quarterly in advance by the 20th of the first month of each quarter in order to receive the quarterly working card.
- e. Administrative Processing Fees:

There shall be no initiation fees for membership in this Local Union. New members/candidates and apprentices shall be charged an Administrative Processing Fee in accordance with the provisions set forth in Sections 92 and 93 of the International Constitution.
- f. Life Membership fees shall be in accordance with Section 98 of the IUPAT International Constitution.

13.2 Clearance Cards:

Clearance Card fees and rules shall be as set forth in Section 233-250 of the International Constitution.

13.3 Assessments and Funds:

- a. Assessments can only be levied in accordance with Section 92 of the International Constitution.
- b. International Union Death Benefit Fund. The International Union's Death Benefit Fund is governed by Section 287-289 of the International Constitution, and the rules and regulations of the fund. Members should refer to the pamphlet "Rules and Regulations covering the Death Benefit Fund and the former Death and Disability Fund."

- c. All monies due the International Union for per capita tax, Administrative Processing Fee or application fees, Death Benefit Fund payments, reinstatements, clearance card fees, life membership fees, and supplies shall be forwarded to the General Secretary-Treasurer immediately after the close of the month, along with required reports. Remittances must be made by express or post office money order, check or bank draft payable to the IUPAT.
- d. Should a majority of the Trustees doubt the accuracy of any bill from the General Secretary-Treasurer, the Local Union shall pay the same under protest, and such protest shall be the first business taken up by the General Executive Board at their next meeting.
- e. Each month the Local Union shall hold in its treasury, as a standing appropriation to be forwarded to the General Secretary-Treasurer, a sum equivalent to its monthly per capita tax, Death Benefit Fund obligations, IUPAT Local Union and District Council Pension Fund payments and all other payments that must be made to the International Union as required by Section 140 of the International Constitution. Such required payments shall be made prior to allowing other expenditures.
- f. The funds and property of a Local Union may only be used for such purposes as are specified in the International Constitution, the District Council Bylaws, these Bylaws, and as approved by a majority of the Local Union members present at a meeting at which the question is presented. Recurring and fixed expenses may be authorized by a single vote of the membership. Local Unions shall not make any non-per capita tax expenditures in excess of \$5,000.00 without prior written approval of the District Council Business Manager/Secretary-Treasurer.
- g. On no consideration shall money from the Local Union Treasury be loaned or donated to members (strike, lockout and regularly established sick benefits excepted), provided that the Local Union may levy an assessment upon the membership to provide funds to relieve distress among members totally disabled from earning a living on account of injuries or sickness incurred while working at the trade. Before any such assessment is levied (1) all members shall be notified by mail that the proposed assessment will be considered at the next meeting and, (2) the majority of members present and voting must approve the assessment in a secret ballot vote.
- h. Group Local Death Benefit Insurance: In addition to the monthly dues rate in 13.1(a) each and every member shall pay two (\$2.00) dollars per month as premium for the Local Death Benefit Insurance, except those members who joined this Local Union after 60 years of age, subject to change by the Insurance Company. Such insurance shall be as provided for by the company, selected to carry the Death Benefit Insurance for Local Union 300, and furnish such benefits

as set forth in the policy from time to time. Present schedule of insurance is as follows:

<u>Member</u>	
Loss of life	\$2000.00
Accidental Death & Dismemberment	\$4000.00

- a. Members' Accident, Sickness, and Hardship Fund (MASH): In addition to the monthly dues rate in 13.1(a) each and every member shall pay one (\$1.00) dollar per month into the Local Union 300 MASH Fund. The fund shall be used primarily as a dues replacement fund and to relieve stress among members in good standing, disabled from earning a living due to injuries, sickness or hardship, while working in the trade. The fund shall be administered by the Executive Board who shall review cases brought before it and report its recommendations to the membership for action. (see Addendum B)
- b. NSF Fee: IF a check used for a payment is non-negotiable, all future dues payments shall be by cash, money order or certified check. There will be a charge for all NSF checks equal to the amount incurred by the Local Union.
- c. This rule (Article 3.3 m) will be automatically activated when Local Union #1964 implements a like ruling into their bylaws: In an effort to relieve the added expense of cancellation of Journeyman Upgrade Classes or Painter Progression Testing, this local shall impose a fifty dollar (\$50.00) fee on members that fail to give notice to the Painters Joint Apprenticeship and Training Committee (JATC) within 24 hours of withdrawing from a scheduled class or test. The fifty dollars (\$50.00) will be held in the Local Union #300 General Fund and on a quarterly basis any fees that are accumulated will be donated to the JATC. In the event that a member wishes to dispute a fee that was imposed upon him or her, they must make a request to the Local Union #300 Executive Board, in writing, for the fee to be waived. The Executive Board will make a recommendation to the membership and the membership will vote on the waiving of the fee.
- d. Western WA Painter's Organizational Fund: Local Union #300 has created and funded a program known as the Western WA. Painter's Organizational Fund, (WWPOF). The fund will be used for market recovery efforts, worker recruitment, educational programs and related organizing and negotiating activities and expenses. The fund will be governed by the WWPOF Program's Rules and Procedures, (Addendum C) which can only be amended by a majority vote of the membership at a Special Called meeting. The program will be funded by a special hourly assessment for all Journeyman Residential, Commercial, Industrial, and Specialty Painters and Apprentices, voted on by secret ballot. The amount of assessment shall be twenty cents (\$0.20) per hour worked (starting

July 1st, 2017 and shall be increased by ten cents (\$0.10) on July 1st, 2018. The deduction shall be added to the current dues check-off. The employee deduction remittance shall be maintained in a separate account known as the Western WA Painter's Organizational Fund. The Program shall be administered by the Business Representative under the general supervision of the Executive Board of Painter's Local #300. This plan will not go into effect until such time in which Painter's Local #1964 sets up, in their by-laws, a like program and funds it up to Painter's Local #300's current receipts. The funds will be administered by the District Council 5.

13.4 Funds

- a. **Apprentice Tuition Assistance Benefit:** An Apprenticeship Tuition Assistance Fund shall be established from regular contributions from the General Fund as approved by the membership of the Painters of Local #300. Re-imbursements from this fund are intended to assist with the financial burdens of our apprentices paying tuition for classes to the Community College District. Apprentices meeting the requirements for tuition assistance will be reimbursed for either all or a portion of the tuition paid by the student for the previous Quarter. This will be funded initially by a deposit of \$2000.00 from the General Savings Account and any additional funds will come from a vote of the members to continue this program. These funds will be administered by District Council 5 in compliance with membership approved Rules. (see Addendum D) Awards of funds will be by direct payment to the Community College.

- b. **Holiday Party:** An award of a \$50.00 gift card to Fred Meyers for each member in good standing (excluding DC5 staff) that is in attendance. The Local will provide a catered dinner during the December Local Union meeting. These funds will come from the Organizational Fund provided adequate funding is available.

ARTICLE 14: MEETINGS

- 14.1 **Regular Meetings:** The regular meetings of this Local Union shall be held on the 3rd Tuesday of each month. Meetings will be called to order promptly at 5:00 P.M.

- 14.2 **Special Meetings:** Special meetings of this Local Union may be called by the President as he or she deems necessary. Special meetings shall also be called as required by Section 191 of the International Constitution.

- 14.3 **Quorum:** A quorum for a membership meeting shall consist of seven (7) members, provided those five (5) members shall constitute a quorum if the Local Union's membership is fewer than twenty-five (25) members.

14.4 Members' Rights: Members in attendance at meetings shall have the right to express their views, arguments or opinions upon any business properly presented before the meeting, subject to these Bylaws and the rules and regulations adopted by the Local Union pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his or her responsibility to the organization as an institution or engage in or advocate any conduct that would interfere in the Local Union's performance of its legal or contractual obligations, or conduct him or herself in an unruly, or boisterous manner.

14.5 Recording Devices: No member shall be permitted to use recording devices during any portion of any meeting in the Local Union. No member shall be permitted to use texting, e-mail or other communicating systems during any portion of any meeting of the Local Union, unless pre-approved by a recommendation from the E-board and a vote of the membership.

ARTICLE 15: COMMITTEES

15.1 There shall be a standing Bylaws Committee whose duties shall conform to Section 169(b) of the International Constitution.

- a. The Bylaws Committee shall be comprised of the Business/Field Representatives and of members appointed by the President.

ARTICLE 16: CONTRACTORS

1. An employer is one who, in relation to any corporation, company, partnership, firm or other business entity, is a substantial owner, partner, officer, director, incorporator, managerial employee, supervisor (as defined by the National Labor Relations Act or Provincial law) or in a permanent, policy-making position.

2. (a) Employers shall be eligible for membership, but they must comply with the trade rules and working conditions of the locality in which the work is performed, must, insofar as is consistent with applicable federal and state, provincial and/or territorial laws, hire only members of this International Union, and must pay themselves and all their employees the wages and benefits established by the applicable area collective bargaining agreement.

- (b) No employer shall be eligible or permitted to hold office, serve on an executive board, act as delegate, vote on any question pertaining to hours, wages, benefits or conditions of employment, vote at elections of officers, delegates, or attend meetings at which contract proposals are discussed or voted on or at which the nomination or election is held for any elected position.

ARTICLE 17: MEMBERSHIP

17.1 An applicant is considered a member when the applicant meets all the requirements as set forth in the International Constitution.

17.2 A member may lose his or her good standing in the organization by suspension or expulsion or other disqualification for membership, after appropriate proceedings consistent with the provisions of the International Constitution, or by non-payment of dues as provided in Sections 116-117 of the International Constitution.

A member who loses his or her good standing status because of his or her failure to pay dues or other obligations as required by the International Constitution and these Bylaws, but who has not been expelled from membership, may reinstate his or her good standing for the purpose of attending Local Union meetings and voting at elections, by paying all delinquent dues and other financial obligations prior to such meeting and election as provided in Section 118 of the International Constitution. Expelled members may be reinstated only in accordance with Section 276 of the International Constitution.

Quarterly dues payments must be made on or before the 20th day of the first month of the quarter to maintain good standing membership for the entire quarter period. Resignation from membership is governed by Section 120 of the International Constitution.

17.3 Members' Responsibility:

- a. Every member by virtue of membership in this Local Union is obligated to adhere to and follow the terms of these Bylaws, the District Council's Bylaws and the International Constitution with respect to the members' rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of other members.
- b. Every member by virtue of membership in this Local Union authorizes the District Council to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment and to act for the member and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of the member's employment with such employer in such manner as it deems within its discretion to be in the best interests of the District Council. The District Council and its officers, and agents may decline to process any such grievance, complaint, difficulty or dispute, if in their sole discretion and judgment, such

grievance, complaint or dispute lacks merit or that such action would not be in the best interests of the Local Union or District Council.

- c. No member shall interfere with the elected officers or representatives of the International Union, District Council or this Local Union in the performance of their duties. Each member shall when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with their individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the International Union, District Council or Local Union's performance of its legal or contractual obligations.
- d. Every member shall be required to assist the International Union, the District Council and this Local Union, as well as their officers and representatives, by engaging in picketing, hand billing, salting and other organizing activities, and attending education and training and seminars, as directed and assigned by the International Union, the District Council's Executive Board, Business Manager or Business Representatives or Local Union officers. No charges shall be filed or processed against any member for his or her decision to accept employment with an approved, targeted non-signatory employer for the purpose of organizing.
- e. All new members of this Local Union shall attend a new member orientation class offered by the District Council within ninety (90) days of being initiated.
- f. Upon an applicant completing the APF, he or she will be required to attend a Local Union meeting within 60 days for the Initiation Ceremony and Obligation as outlined under Parliamentary Rules and Rituals on Page 189-191 of the International Constitution.

ARTICLE 18: GENERAL RULES

ARTICLE 19: CHARGES AND TRIALS

- 19.1 All charges preferred by members of this Local Union shall be referred to the District Council Trial Board for disposition and shall be processed in accordance with the International Constitution.

ARTICLE 20: EXHAUSTION OF REMEDIES

No member or officer shall resort to any court or agency outside this International until all forms of relief and avenues of appeal, as provided by the International Constitution, have been exhausted, unless otherwise provided by statutory law.

ARTICLE 21: PROPERTY

21.1 The funds and property of the Local Union shall be governed by Sections 179-181 of the International Constitution.

21.2 No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its officers or employees, and no property held in trust, express or implied, which was created or established by this Local Union and whose primary purpose is to provide benefit for the members of the Local Union or their beneficiaries, shall be given, contributed or donated, either directly or indirectly, to aid or assist, or be expended in behalf of, any seceding, dual or antagonistic labor organization, nor to any Local Union which is in violation of the International Constitution.

21.3 No member, officer, delegate, employee of, or applicant to, Local Union 300 may possess via copy, fax, computer generated e-mail, compact disc, electronic device or any other means, any Local Union 300 membership list, financial statement, or database of any kind, without the express written consent of the District Council 5 Business Manager/Secretary Treasurer except as provided for in Sections 185-208 of the International Constitution.

ARTICLE 22: AGENCY

Neither this Local Union, nor any of its officers or employees, has any power to make any representation, contract, or agreement, nor to incur any liability, which shall be binding upon the International Union without the written consent of the General President or his designee. Neither this Local Union, nor any of its officers or employees has been authorized or empowered to act as agent of the International Union and shall not be deemed an agent of the International Union unless expressly authorized in writing by the General President or his designee to act in that capacity.

ARTICLE 23: AMENDMENTS

Any amendment to these Bylaws shall be done in accordance with the procedure set forth in Section 169 of the International Constitution.

ARTICLE 24: STANDING RULES FOR UNION MEETINGS

Rules for the conduct of Local Union meetings are contained in the “Order of Business for Local Unions,” and in “Parliamentary Rules and Ritual” set forth in the International Constitution.

ARTICLE 25: INTERNATIONAL UNION CONSTITUTION

The Local Union acknowledges that the International Constitution of the International Union supersedes any provisions of these Bylaws which are inconsistent with such Constitution. The Local Union further acknowledges that the Bylaws of the District Council shall govern and supersede these Bylaws to the extent that any provisions set forth herein are inconsistent with such Bylaws.

ARTICLE 26: SAVING CLAUSE

1. The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution, the District Council Bylaws and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed, and enforceable in a court of law.
2. If any provision of these Bylaws shall be declared invalid or inoperative, by a competent authority of the executive, judicial or administrative branch of the federal or state government, the Local Union Executive Board, subject to approval of the Local Union, shall have the authority to suspend the operation of such provisions during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any article or section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

Addendum A

**Rules and Procedures
concerning the
Death Benefit Fund
Revised/Approved January, 17th 2017**

Local Union #300's Death Benefit Fund was established at a Special Called meeting on September 4, 1984. The purpose of this fund is to provide a benefit for all members' beneficiaries upon the death of the member. The fund was initially funded from the Local transferring ten thousand dollars (\$10,000) from Local Union #300's General Savings Fund.

1. **Benefit and Coverage:** Effective Jan. 1st, 2017, the Death Benefit Fund will provide a benefit upon death of \$2,500 for every member in good standing. A "member in good standing" means a member who has not been suspended under Section 116 of the International Constitution or dropped under Section 117 of the International Constitution. If a member is suspended, the member shall be entitled to no benefits for death occurring in the first month of the suspension or thereafter. However, if the member reinstates him/herself pursuant to Section 118 of the International Constitution and Article 13 of the Local Union #300 Bylaws, his/her benefits will resume in the month of his/her reinstatement. If a member is dropped under Section 117 of the International Constitution, he/she shall not be eligible to the death benefit until he/she reinstates under that Section.
2. **Administration and Cost:** The administration and cost of the Death Fund will be borne by the assessment as set forth in Article 13 of the Local Union #300 Bylaws.
3. **Eligibility:** All members are eligible for the benefit holding a designation of "in good standing" at the time of their death. The term "member in good standing" is defined in rule 1.
4. **Beneficiaries:** The beneficiary named on the last completed International Union beneficiary card shall be the legal beneficiary. When a new beneficiary is desired, a new card must be filled out. The card must be dated and signed by the Financial Secretary or Business Representative as witness.
5. When a member dies without naming his or her beneficiary, surviving relatives shall be entitled to the benefits in the following order: Spouse, Children, Parents, Brothers or Sisters. In situations where one of the above listed persons or other persons provide the Local Union with a receipt signed by said person showing proof that they paid deceased members funeral expenses, the Death Benefit shall be paid to that person or persons up to the benefit amount.

6. In the event that the beneficiary is a minor, the union may act as guardian, curator or trustee of the deceased member's minor beneficiary, if no legal guardian exists, to complete the payment of the benefit.
7. In no instance shall a divorced spouse receive payment of a deceased members' Death Benefit, unless that person is named as the beneficiary on the member's IU Beneficiary Card after the date of the divorce.
8. If it is determined by a court of competent jurisdiction that the named beneficiary causes the death of the member with felonious intent, the benefit shall not be paid to the said beneficiary. The benefits shall then be paid as though no beneficiary had been named.
9. Payment of Claims: When a death occurs, the person applying for the benefit shall notify Local Union #300. The following shall be submitted to Local Union #300: A certified copy of the official death certificate or a burial certificate issued by the proper authority; the member's beneficiary card and the International Union's death claim form on which all blank spaces on the face of the claim bank have been filled in. All Death Benefit claims shall be approved by the Business Representative prior to payments being made, if it is not clear on how to handle the claim, the matter will be referred to the Local Executive Board. For Industrial members, the benefit will be paid immediately upon receipt of the items listed above by the Local Union. For Regular/Apprentice/Retired members, the benefit will be paid immediately upon receipt of the items listed above and the International Union's Death Benefit is received by the Local Union. If there is any doubt to any part of the Death Benefit claim, the Executive Board will consider and review all information that is provided by the beneficiary and any evidence on file at the Local Union to determine eligibility. This determination shall be final.
10. Rejection of claims: No claim shall be considered of which notice has not been received by the Local Union within ninety (90) days after the date of death, unless satisfactory excuse for delay is furnished to the Local Executive Board.

Addendum B

**Rules and Procedures
concerning the
M.A.S.H. Fund Program
(Membership Accident, Sickness and Hardship Fund)
Revised/Approved January, 17th 2017**

In an effort to assist our fellow members in times of need, IUPAT Local #300 has established a Membership, Accident, Sickness and Hardship (MASH) Fund. This program was created to assist members, retirees and their families with assistance in the following situations:

- 1) To assist the family of a deceased member or a deceased family member. (\$500 maximum) (must be a member of the immediate family)
 - 2) To pay an injured or sick member's monthly dues.
 - 3) To assist out of work members with gift cards for food, fuel etc. (\$500 maximum per year).
 - 4) To assist injured/ill members (who are unemployed as a result of an injury or illness) with medical insurance (cobra) payments up to a maximum of \$250 per month for up to 3 months in any one year period.
 - 5) To purchase flowers or gift cards for injured/ill members. (\$100 maximum, up to 3 times in one year)
 - 6) To assist Apprentices (in cases of hardship) with expenses associated with their apprenticeship training including tuition fees to the Community College. (\$500 maximum per year).
- * No cash payments will be distributed. Financial assistance will be in the form of gift/fuel cards or direct payments to a vendor. May include members collecting workman's compensation benefits.

The Executive Board of Painter's Local #300 shall review all requests for assistance and make recommendations to the membership based on the following:

- 1) The Member or the Member's immediate family must make the requests in writing to the Local's Executive Board with specifics to the nature of the hardship, illness or death.
- 2) Must be a member and must have been in "good standing" for at least 9 months within the previous year to be considered for assistance.
- 3) Availability of funds at the time of the request.

The Executive Board will review each request and make recommendations to the membership based on the member's circumstances. Any member that receives assistance from the MASH fund will be expected to attend Local Union meetings and assist in organizing activities when available. The maximum lifetime assistance a member may receive is \$1500.

Addendum C

**Rules and Procedure
Western WA. Painter's Organizational Fund
Approved January 17th, 2017**

The Western WA Painter's Organizational Fund (WWPOF) was established at a Special Called meeting and ratification vote on January 17th, 2017. The fund will be governed by these Rules and Procedures, which can only be amended by a majority vote of the membership at a Special Called meeting.

The program will be funded by a special hourly assessment for all Journeyman Residential, Commercial, Industrial, and Specialty Painters and Apprentices, voted on by secret ballot. The amount of assessment shall be twenty cents (\$0.20) per hour worked beginning on July 1, 2017 and shall increase by ten cents (\$0.10) on July 1, 2018. This assessment shall be added to the current dues check-off.

The employee's deduction and remittance shall be maintained in a separate account known as the Western WA Painter's Organizational Fund. The WWPOF Program shall be administered by the Business Representative under the general supervision of the Executive Board of Union Local #300.

Additional fund contributions can be amended annually at the Contractual Wage increase allocation vote established by the CBA. Amendments require a majority approval by the membership through a vote by secret ballot.

1. Utilization of Funds: The fund will be used for internal and external organizing activities such as, but not limited to, the following:
 - To cover expenses incurred on internal Local Union #300 activities such as picnics, anniversary parties, etc.
 - Costs involved in major campaigns advertising the benefits of membership.
 - Wage supplement in the event of a labor dispute (Strike Pay).
 - To pay volunteer picketers for organizing activities.

2. Approval for Usage: The fund may only be used after the following steps have been taken:
 - Proposals for usage of the fund will be reduced to writing and submitted to the Local Executive Board.
 - Notification of a Special Called meeting will be sent out to the membership at the address on file at the Local office. This notice must be sent fifteen (15) days prior to the meeting and must state the proposed usage of the fund.
 - The Local Executive Board will have the authority to modify the proposal and will make a recommendation to the membership.
 - Any amendments to these rules and procedures require a majority approval by the membership through a vote by secret ballot.

 - *Note: These rules will apply after a full vote and ratification of the membership from both Painter's Locals (300 & 1964) and after a time when these funds would be allowed to be moved from wage increases per an in-force CBA or Special called Meeting*

Addendum D

**Rules and Procedures
concerning the
Apprentice Tuition Assistance Fund
Revised/Approved January, 17th 2017**

In an effort to encourage excellence and involvement among our Apprentices, Local Union #300 has created a fund to provide tuition assistance for all Local #300 Painter's Apprentices in good standing.

Tuition Assistance Fund: All Apprentice members of Local #300 in good standing are eligible to participate in the Tuition Assistance fund as outlined in the Tuition Assistance Rules and Procedures. The Tuition Assistance Fund was established by majority vote at a Special Called meeting on January 15, 2013 by Local #300 with a deposit of \$10,000.00 from the General Savings Fund and it will be continued to be funded as needed from the General Savings account of Local #300, which will be maintained in an account known as the Local #300 Tuition Assistance Fund.

A review of this Fund will be made by Local #300 Executive Board every July. Any changes to this program, such as rule changes, funding procedures or the need to terminate, shall be by recommendation of the Local #300 Executive Board and the membership shall vote by secret ballot at a Special Called meeting. In the event the Local #300 Apprentice Tuition Assistance Program is terminated, funding will immediately cease and all remaining assets will be placed in Local #300's General Fund.

At the end of each school quarter, the Business Representative(s) for Local #300 will review any tuition assistance requests and verify if the Apprentice is eligible. To be eligible for tuition assistance from the local the Apprentice must meet the following requirements:

1. Must be a Washington State registered Apprentice indentured in the IUPAT District Council #5 Painter's Apprenticeship program.
2. Apprentice must maintain a perfect attendance record having no unexcused absences, as determined by the JATC, and having attended all assigned make-up classes scheduled within the quarter or arranged for make-up classes in the future for all excused absences. Without full documentation - no benefits will be paid after assigned and posted deadline dates.
3. Apprentice must have all Work Progress Reports completed and submitted before the assigned and posted deadline dates for the quarter completed.
4. Apprentice must abide by the South Seattle Community College's code of conduct (Chapter 132F-121 WAC) and The Finishing Trades Institute Northwest JATC's code of conduct.

5. Apprentice must seek A.O.P. assistance or any similar program that provides tuition assistance to be eligible for assistance through this fund. Information for these programs should be requested through the Finishing Trades Institute Northwest office.
6. Apprentice must be a member of Local #300 in good standing for the duration of the quarter. The definition of a “member in good standing” is a member who has not been suspended under Section 116 of the International Constitution or dropped under Section 117 of the IUPAT International Constitution.
7. Apprentice must attend at least two (2) Local #300 Union meeting or take part in one (1) District Council #5 and/or Local #300 voluntary activities during the preceding 3 months, (quarter).

To receive tuition assistance:

1. The Apprentice will complete and submit a “Request for Tuition Assistance” form, which can be acquired at the Finishing Trades Institute Northwest JATC office. The “Request for Tuition Assistance” form must be turned into the Finishing Trades Institute Northwest office two weeks before the start of the next quarter.
2. The Finishing Trades Institute Northwest JATC office will confirm that the Apprentice applying for tuition assistance meets eligibility requirements 1 – 5.
3. The Local #300 Business Representative will confirm that the Apprentice applying for tuition assistance meets eligibility requirements 6 – 7.

Assistance shall be provided in the form of payment of the applicant’s tuition, (or portion, thereof) for the next quarter made directly from the Local #300 Tuition Assistance Fund to South Seattle Community College.

Upon completion of the final quarter and upon successful graduation from the Apprenticeship, equivalent to one quarter of tuition assistance funds from Local #300 will be donated to the Graduate in the form of hand tools and supplies to be awarded to the Apprentice at their graduation ceremony. Apprentice must attend the graduation ceremony to receive the award.

Tuition assistance recipients are still responsible for their own registration, parking fees, required class materials, and required clothing/ boots needed to attend class.

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