

# **LINOLEUM, CARPET & SOFT TILE APPLICATORS LOCAL UNION NO. 1236**

Affiliated With  
International Union of Painters & Allied Trades  
District Council No. 5

January 2017

## **BYLAWS and TRADE RULES**

### **PREAMBLE**

**YOUR DUTY AS A MEMBER IS TO SEE THAT THE OTHER FELLOW IS A UNION MEMBER AND STAYS ONE.**

**BE PUNCTUAL IN REPORTING FOR WORK AND EFFICIENT IN YOUR WORK.**

**BE CONSIDERATE OF THE INTERESTS OF YOUR EMPLOYER.**

**ASSIST THE APPRENTICE TO BECOME A GOOD JOURNEYMAN.**

**ATTEND THE MEETINGS OF THE UNION AND IF YOU THINK THERE IS ANYTHING WRONG WITH THE CONDUCT OF ANY MEMBER OR THE BUSINESS OF THE LOCAL UNION, SUGGEST A REMEDY AT THE REGULAR MEETING.**

**DON'T DO YOUR CRITICIZING ON THE OUTSIDE.**

**REMEMBER THE OBLIGATION YOU TOOK WHEN BECOMING A MEMBER. YOU PROMISED TO BUY ONLY STRICTLY UNION-MADE GOODS WHENEVER POSSIBLE; THIS ALSO MEANS THE HIRING OF UNION MEN OF OTHER TRADES. DO NOT CHEAPEN YOUR CHARACTER AND THAT OF THE UNION BY VIOLATING THIS OBLIGATION.**

**NO EMPLOYER OF LABOR COULD HOPE FOR SUCCESS IN HIS BUSINESS IN A COUNTRY WHERE ALL THE WORKERS AND THOSE DEPENDENT UPON THEM LIVED IN POVERTY AND WANT; THIS APPLIES TO ANY AND ALL BRANCHES OF INDUSTRY.**

**THE AIMS OF ORGANIZED LABOR ARE TO ELEVATE THE STANDARDS OF LIVING FOR THE WORKERS, AS WELL AS THE EMPLOYER BY DEMANDING A JUST WAGE FOR THE WORKERS WHICH IN TURN WILL ENABLE THE EMPLOYER TO SELL HIS PRODUCTS AT A FAIR PROFIT; THE RESULT WOULD BE PEACE AND HARMONY FOR ALL CLASSES AND ANSWERS EQUITABLY THE QUESTION: "AM I MY BROTHER'S KEEPER?" THEREFORE, NO INTELLIGENT PERSON, WHETHER HE IS EMPLOYER OR EMPLOYEE, CAN FAIL TO SUPPORT ENTHUSIASTICALLY THE CAUSE OF ORGANIZED LABOR.**

**TO THESE PRINCIPLES THE AIMS AND EFFORTS OF LINOLEUM, CARPET & SOFT TILE APPLICATORS LOCAL UNION NO. 1236 ARE DEDICATED.**

**ARTICLE I:            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 No. 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 II:            NAME**

This organization, a subordinate body of the International Union and an affiliated Local Union of District Council No. 5, shall be known as Linoleum, Carpet & Soft Tile Applicators Local Union No. 1236, chartered June 1938 under the International Union of Painters and Allied Trades.

**ARTICLE III:            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, and shall include the entire State of Oregon (except Malheur County) and the following counties of the State of Washington: Clark, Cowlitz, Skamania, Klickitat, Wahkiakum and Pacific, provided that the Local Union shall be guided within its jurisdiction by the directives of the District Council.

**ARTICLE IV:            OBJECTS**

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

**ARTICLE V:            ELIGIBILITY FOR MEMBERSHIP**

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

**ARTICLE VI:            OFFICERS**

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

3. When the District Council adopts the centralized Local Union dues, records and reporting plan outlined in Section 162 of the International Constitution, the following modifications will be in effect for dues collection, records, and reporting; and the Local Union officers' duties will be modified as outlined below.

Under the Dues Collection and Membership Reporting Plan adopted by Local Union No. 1236 pursuant to Article 15.4 of the District Council No. 5 Bylaws, the Business Manager/Secretary-Treasurer of District Council No. 5 performs many of the functions of the Financial Secretary and Treasurer of Local Union No. 1236. Therefore, the duties of the Financial Secretary and the Treasurer of Local Union No. 1236 shall be as set forth in this Article.

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 No. 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 and 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 which calendar month dues are paid.

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:

- (1) the gross receipts of the Local Union in the prior month,
- (2) 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 No. 5 and any other deductions,
- (3) the overall membership of the Local Union, with the gain or loss in membership in the prior month noted,
- (4) the number and names of members on application and those initiated,

- (5) the number and names of members suspended and reinstated, and
- (6) the names and number of clearance cards deposited and issued

The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council No. 5. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:

- (1) list all deposits made to the Local Union account, if any,
- (2) a copy of the Local Union cash disbursements journal, if applicable,
- (3) 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 Sections 155 (d) and 211 (d) of the 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 (IMS<sub>e</sub>) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records, and member activity.

#### **ARTICLE VII: DELEGATES**

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

#### **ARTICLE VIII: EXECUTIVE BOARD**

1. The Executive Board of this Local Union shall be as set forth in Section 185(c) of the International Constitution and shall consist of a President, Vice-President, Recording Secretary, Financial-Secretary, Treasurer, Warden and three (3) Trustees.

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.

**ARTICLE IX:            COMPENSATION OF OFFICERS  
DELEGATES AND COMMITTEE MEMBERS**

1. Officers:

- A. President: When financially practical as determined by the Executive Board, the monthly dues will be paid.
- B. Vice-President: When financially practical as determined by the Executive Board, the monthly dues will be paid.
- C. Recording Secretary: When financially practical as determined by the Executive Board, the monthly dues will be paid.
- D. Financial Secretary: When financially practical as determined by the Executive Board, the monthly dues will be paid.
- E. Treasurer: When financially practical as determined by the Executive Board, the monthly dues will be paid.
- F. Trustees (3): When financially practical as determined by the Executive Board, the monthly dues will be paid.
- G. Warden: When financially practical as determined by the Executive Board, the monthly dues will be paid.

2. Delegates:

- A. To the District Council: When required to travel overnight, shall receive sixty-five dollars (\$65.00) per day, hotel expenses plus coach airfare or mileage (at the current rate as set forth in the Area-Wide Standard Working Agreement). When a delegate is not on the Local Union/District Council staff, he/she shall be paid journeyman straight-time wages and fringe benefits per the Area-Wide Standard Working Agreement.
- B. To Central Bodies: When required to travel overnight, shall receive sixty-five dollars (\$65.00) per day, hotel expenses plus coach airfare or mileage (at the current rate as set forth in the Area-Wide Standard Working Agreement). When a delegate is not on the Local Union/District Council staff, he/she shall be paid

journeyman straight-time wages and fringe benefits per the Area-Wide Standard Working Agreement.

- C. To Conventions & Conferences, etc: When required to travel overnight, shall receive sixty-five dollars (\$65.00) per day, hotel expenses plus coach airfare or mileage (at the current rate as set forth in the Area-Wide Standard Working Agreement). When a delegate is not on the Local Union/District Council staff, he/she shall be paid journeyman straight-time wages and fringe benefits per the Area-Wide Standard Working Agreement.

3. Committee Members: Compensation, expenses, etc., will be determined by the Local No. 1236 Executive Board prior to nomination/appointment.

**ARTICLE X: 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 XI: ELECTIONS**

1. Elections shall be held under the procedures and provisions as set forth in Sections 209-212 of the International Constitution.
2. The election of Local Union Officers and delegates to District Councils shall be held at the last meeting in June, and 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. Local Union officers shall be elected to a three (3) year term.
3. Delegates to the General Conventions of the International shall be elected as set forth in Section 28 of the International Constitution.

**ARTICLE XII: VACANCIES**

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

**ARTICLE XIII: DUES, FEES & ASSESSMENTS**

1. Dues:
  - A. Dues from members of Local Union No. 1236 shall be as follows:
    - (1) All Members (Regular - Apprentice - Industrial) shall pay dues of:
      - (a) Journeyman: \$36.55 + \$4.00 Death Assessment per month.
      - (b) Apprentice: \$31.55 + \$4.00 Death Assessment Per Month
      - (c) Retirees: \$31.55 + \$4.00 Death Assessment Per Month  
(If not eligible for Life Membership)

(d) Sick Dues: \$31.55 + \$4.00 Death Assessment Per Month

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

- (2) 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.
- (3) Sick Dues: If a member is unable to work for a period of thirty (30) days by reason of sickness or accident, he/she may petition the Local Union for a reduction of monthly dues to a minimum sick dues rate. Sick dues will be equal to International Per Capita, Local Death Fund Assessment, and Labor Press subscription. Members may pay 'sick dues' for a period up to six (6) months. A written request for the rate reduction must be submitted to the Business Representative each month and the member must notify the Union when he/she returns to work. The member will continue to pay monthly death assessments in addition to monthly sick dues. The member will not be charged late dues penalties or non-attendance fines during the month(s) sick dues are paid.
- (4) Portland Public School District Employee Dues: Members working under the District Council of Unions Agreement at the Portland Public School District shall pay regular monthly dues and death assessments as contained in Article XIII, Section 1 (A) above. In addition to regular dues, the members shall remit Administrative Dues at the rate of fifty dollars (\$50.00) per month. District Council 5 will administer this fund. The Executive Board and Trustees may adjust the Administrative Dues rate at such time that wages contained in the D.C.U. Agreement change.
- (5) Automatic Dues Deductions: Members may authorize the I.B.E.W. Credit Union to deduct monthly dues/death assessment payments from their vacation/holiday accounts. Members must request from the Local Union the authorization form to have the deductions made. Forms filled out at the I.B.E.W. Credit Union are forwarded to the Local Union to be approved. To be eligible to commence automatic deductions, all dues, fines and assessments must be paid through the current month prior to the 20th of that month, in that the I.B.E.W. Credit Union debits the member accounts for one month's dues/death assessments between the 23rd and 26th of the month. In addition to the dues deduction, the Credit Union charges the member a monthly fee for this service. Partial payments will not be made. If the monthly amount due cannot be paid in full due to insufficient funds in the vacation/holiday account, no deduction will be taken and the member will be responsible for remitting the dues payment directly to the Union. Any non-attendance fines, additional fees, special assessments or other charges (bank fees, purchases) must be remitted by the member.

- (7) Members will further be assessed one dollar (\$1.00) per hour to be allocated to the market recovery program ("MRP"). The MRP shall be operated and governed in accordance with MRP rules and procedures adopted by the Local. This fund will be administered by District Council 5.
  - B. 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 to 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.
  - C. Quarterly working cards shall be obtained in accordance with Section 119 of the International Constitution.
  - D. 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.
  - E. Life Membership fees shall be in accordance with Section 98 of the International Constitution.
  - F. Returned Checks An amount equal to the incurred fee by the local will be charged on all returned checks, such as Insufficient Funds, Accounts Closed, etc.
2. Clearance Cards: Clearance Card fees and rules shall be as set forth in Sections 233-250 of the International Constitution.
  3. Assessments and Funds:
    - A. Assessments can only be levied in accordance with Section 92 of the International Constitution.
      - (1) The Local No. 1236 Death Benefit shall be funded by assessments and affiliation fees paid by all Journeyman, Apprentice and Life member classifications. All new members of this Local Union, except Industrial members, shall pay to this Local Union an initial sum of twenty dollars (\$20.00) affiliation fee to the Local No. 1236 Death Benefit Fund. All members of this Local Union, except Industrial members, shall pay to this Local Union a four dollar (\$4.00) per month death assessment. The Executive Board of this Local Union has the authority to increase or decrease the amount of the assessment or fees as needed to maintain the death benefit amount at its initial benefit level. An increase in the affiliation

fee, re-affiliation fee or monthly assessment to increase benefit levels may be made by a majority vote of the membership of this Local Union who are present at any Special Call meeting of this Local Union. This fund will be administered by District Council 5.

- (2) Upon the death of a member in good standing of this Local Union, there shall be paid the sum of three-thousand seven hundred and fifty dollars (\$3,750.00) to the beneficiary designated by the deceased member. A designation of beneficiary shall be in writing and on a form prescribed by this Local Union. If no beneficiary is designated, then the death benefit shall be paid in the following descending order: surviving spouse; children in equal shares; parents; estate of deceased member.

A "member in good standing" is a person who holds a Regular, Apprentice or Life membership in this Local Union and who has paid in full all fees, dues, assessments or other charges required by these Bylaws, the District Council No. 5 Bylaws or the Constitution of the International Union of Painters & Allied Trades. For purposes of this Death Benefit Fund, a "member in good standing" shall not include those members who accepted a "Cash Settlement" in lieu of death benefits from the 'National Conference of Resilient Floor & Decorative Coverings Death Benefit Fund', or Industrial members.

- (3) The Executive Board shall purchase a group insurance policy to pay the death benefits due under this Section. Payment of death benefits through an insurance policy shall be subject to the terms and conditions of that policy.
- (4) The Local No. 1236 Death Benefit provided for in this Section shall be in addition to any death or disability benefit paid by the International Union of Painters & Allied Trades or an employee benefit plan.

- B. International Union Death Benefit Fund: The International Union's Death Benefit Fund is governed by Sections 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 Fees 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 177 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.

#### **ARTICLE XIV: MEETINGS**

- 1. **Regular Meetings:** The regular meetings of this Local Union shall be held on the fourth Thursday of each month. Meetings will be called to order promptly at 6:00 P.M.
- 2. **Special Call Meetings:** Special Call meetings of this Local Union may be called by the President as he or she deems necessary. Special Call meetings shall also be called as required by Section 191 of the International Constitution.
  - A. **Non-Attendance:** An assessment of ten dollars (\$10.00) shall be levied against any member who fails to attend a Special Call Meeting. Special Call Meetings shall be attended by all members upon notification in the Northwest Labor Press. The only recognized excuses for non-attendance at a Special Meeting shall be a work conflict, illness, vacation or personal emergency. Members must notify the Union office of the reason for non-attendance within five calendar days after the missed Special Call Meeting. All employer members shall be exempt from

attending meetings. A member who signs another's name on the roll call to get credit for attendance for that person shall be fined twenty dollars (\$20.00).

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

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.

5. Recording Devices: No member shall be permitted to use recording devices during any portion of any meeting in the Local Union.

6. Members will vote on allocation of any wage/benefit increase(s) at Special Call meetings held the month preceding the effective date of the increase. Proposals to be placed on the ballot shall be taken at a Special Call meeting prior to the meeting where the vote is taken. Any number of proposals may be brought forward, but only two proposals will be placed on the ballot. The recommended proposal from the Executive Board shall automatically become 'Proposal A'. In the event more than one proposal is taken from the floor, a run off vote will be taken (motion may be made from the floor for a secret ballot) and the proposal receiving the highest number of votes will be placed on the ballot. In the event of a tie, a run off vote between the tied proposals will be taken to determine the second proposal for the ballot.

7. For each Union meeting attended, the member shall receive a two-dollar (\$2.00) credit to be applied toward monthly dues, death assessments, meeting non-attendance fines or any other fees or special assessments. Meeting credits cannot be applied toward purchases of hats, T-Shirts, decals or payments or fees for returned checks (NSF, Account Closed, etc.). Meeting Credits for Life Members may be applied toward assessments for the IUPAT Death Benefit Fund (DBF) and/or Death Assessments for the Local No. 1236 Death Benefit.

#### **ARTICLE XV: COMMITTEES**

1. There shall be a standing Bylaws Committee whose duties and functions shall be as set forth in Section 169(b) of the International Constitution.

2. Labor-Management Committees and other necessary committees not falling under the authority of the Business Manager/Secretary-Treasurer of the District Council will be appointed by the President.

#### **ARTICLE XVI: 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.

3. Employer-members shall be allowed to work with the tools of the trade in accordance with the provisions set forth in the Area-Wide Standard Working Agreement. Owner-members shall pay journeyman dues, Administrative Dues or Dues Check-Off and all fringe benefits on all reported hours, as provided in the Area-Wide Standard Working Agreement.

## **ARTICLE XVII: MEMBERSHIP**

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

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.

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 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 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 District Council.
- C. No member shall interfere with the elected officers or representatives of the International Union, the 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, as directed by the International Union, the District Council or the 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.

**ARTICLE XVIII: GENERAL RULES**

Refer to District Council General Rules.

**ARTICLE XIX: CHARGES AND TRIALS**

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 XX: EXHAUSTION OF REMEDIES**

No member or officer shall resort to any court or agency 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 XXI: PROPERTY**

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

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.

**ARTICLE XXII: 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 an agent of the International Union and shall not be deemed to be an agent of the International Union unless expressly authorized in writing by the General President or his designee to act in that capacity.

**ARTICLE XXIII: AMENDMENTS**

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

**ARTICLE XXIV: 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 the "Parliamentary Rules and Ritual" set forth in the International Constitution.

**ARTICLE XXV: INTERNATIONAL UNION CONSTITUTION**

The Local Union acknowledges that the International Constitution supersedes any provisions of these Bylaws which are inconsistent with the 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 XXVI: 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.

*Committee Members:*

*David Winkler – Roberto Mendez – Steve Luttrell*

*Membership Vote: 01/05/2017*

*Submitted To D.C. #5: 01/10/2017*

*IUPAT Approved:*

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