

BYLAWS PAINTERS AND DRYWALL FINISHERS LOCAL UNION
83

AFFILIATED WITH DISTRICT COUNCIL 16 IUPAT
2/2010

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 16. 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 16 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 16, shall be known as Painters and Drywall Finishers Local 83.

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 70 of the International Constitution, provided that the Local Union shall be guided within its jurisdiction by the directives of District Council 16.

ARTICLE IV: OBJECTS

The objects of this Local Union shall be as set forth in the Preamble and Section 2 of the International Constitution, Section 125 of the International Constitution and Article 3 of the District Council 16 Bylaws.

ARTICLE V: ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in Sections 85-86 of the International Constitution and as otherwise set forth in the International Constitution or policies adopted by the General Executive Board.

ARTICLE VI: OFFICERS

1. Eligibility to hold office shall be as set forth in Sections 92(b) and 181 of the International Constitution.
2. Officers of this Local Union shall be as set forth in Section 152 of the International Constitution and their duties shall be as set forth in the following sections of the

International Constitution:

President: The duties of the President shall be as set forth in Sections 156-159.

Vice President: The duties of the Vice President shall be as set forth in Section 161.

Recording Secretary: The duties of the Recording Secretary shall be as set forth in Sections 162-164.

Financial Secretary: The duties of the Financial Secretary shall be as set forth in Sections 165-170, Section 182(d) and Section 228(d).

Treasurer: The duties of the Treasurer shall be as set forth in Section 171.

Trustees: The duties of the Trustees shall be as set forth in Sections 172-175.

Warden: The duties of the Warden shall be as set forth in Section 176.

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 and Article 11 of the District Council 16 Bylaws.

ARTICLE VIII: EXECUTIVE BOARD

1. The Executive Board of this Local Union shall be as set forth in Section 152(j) of the International Constitution.
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. All requests for donation of funds shall be directed to the Executive Board. It shall investigate 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 regular or special called meetings; 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 – \$45.00 per month
 - b. Vice President – \$45.00 per month
 - c. Recording Secretary - \$45.00 per month
 - d. Financial Secretary - \$400.00 per month for duties as specified in the Constitution.
 - e. Treasurer - \$45.00 per month
 - f. Trustees - \$45.00 per month
 - g. Warden - \$45.00 per month
2. Delegates:
 - a. To District Council – \$25.00 per month
 - b. To Central Bodies - \$25.00 per month
 - c. To Conventions – Conferences, etc. Delegates elected and/or appointed by this Local Union to attend conventions, conferences, etc., shall in addition to wages lost, receive the actual cost of reasonable travel, reasonable hotel room and the amount of \$100.00 per day expense money. Under extenuating circumstances, additional daily expense may be granted by the District Council.
3. Committee Members: -- Committee’s food allowance - \$60.00 per meeting

ARTICLE X: BONDS

Officers of Local Unions shall be bonded in accordance with Section 147 of the International Constitution and as required by the Labor-Management Reporting and Disclosure Act of 1959, as amended.

ARTICLE XI: ELECTIONS

1. Elections shall be held under the procedures and provisions as set forth in Sections 180-183 of the International Constitution and Article 11 of the District Council 16 Bylaws.
2. The election of Local Union Officers, Executive Board members, and delegates to District Council 16 (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 180(a) of the International Constitution. Delegates to District Council 16 shall be elected to a four (4) year term. All other offices 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. Delegates to District Council 16, Central Bodies (if any), shall be nominated and elected in accordance with Sections 180-183 of the International Constitution. The qualifications for such positions shall be as set forth in the International Constitution.

ARTICLE XII: VACANCIES

Vacancies occurring among the officers shall be filled in accordance with Sections 186 through 187 of the International Constitution.

ARTICLE XIII: DUES, FEES AND ASSESSMENTS

1. Dues:

- a. Dues from members of Local Union 83 shall be as follows:

All members shall pay monthly over-the-counter dues (Regular Dues) equivalent to the total of all per capita taxes approved and paid for by the Local Union on behalf of each member rounded upward to the nearest dollar. In no case shall the Regular Dues exceed the maximum allowable under Section 93 of the International Constitution. Regular Dues shall be payable to the Local Union on a quarterly basis.

Dues shall increase by the amount of any increase in the per capita and Death Benefit payment due to the International Union and all affiliated organizations and such increase shall be effective the date the increase in the payments due to the International Union becomes effective.

2. Owner Member Dues:

All Owner Member shall pay a monthly over-the-counter dues of one hundred dollars (\$100.00) per month. Owner Member Dues shall be payable to the Local Union on a

quarterly basis.

3. Late Fees:

Quarterly dues will be payable in the first month of each quarter (January, April, July and October) prior to the 20th of each month. A late fee of five dollars (\$5.00) per month will be assessed on all late payments.

4. Dues Check Off:

a. Local Union 83 shall establish for the payment of Administrative Dues Check Off to the District Council that is hereby established at 3% of each member's Taxable Net Wage Rate.

(1) Local Union 83 shall receive a rebate of a portion of the Administrative Dues Check Off paid to the Council for the purpose of paying its Officers, holding its meetings, and otherwise conducting its affairs. The amount of said rebate shall be determined by the Business Manager/Secretary Treasurer of District Council 16.

(2) Local Union 83 shall establish for the payment of Organizing Dues Check Off to the District Council that is hereby established at \$0.15 per hour.

(3) Local Union 83 shall use the IUPAT Integrated Membership Systems (IMS) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records, and member activity, no later than January 1, 2014.

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 122 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 93 and 94 of the International Constitution.”

- e. Administrative Processing Fees shall be in accordance with Section 93 of the IUPAT International Constitution and the District Council Bylaws.
- f. Life Membership fees shall be in accordance with Section 100 of the IUPAT International Constitution.

5. Clearance Cards:

Clearance Card fees and rules shall be as set forth in Section 256 of the International Constitution.

6. Assessments and Funds:

- a. Assessments can only be levied in accordance with the International Constitution.
- b. International Union Death Benefit Fund: The International Union’s Death Benefit Fund is governed by Section 314 through 316 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 140 of the International Constitution. Such required payments shall be made prior to allowing other expenditures.

ARTICLE XIV: MEETINGS

1. Regular Meetings: The regular meetings of this Local Union shall be held on the second Thursday of the month at 1130 Industrial Ave. Petaluma. Meetings will be called to order promptly at 6:00 p.m.
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 158 of the International Constitution.
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.

ARTICLE XV: COMMITTEES

Bylaws Committee, Building Committee, and Committees as appointed by the President as per the IUPAT Constitution.

ARTICLE XVI: CONTRACTORS

1. Contractors may be admitted to membership in the Local Union in accordance with Sections 91 and 92 of the International Constitution and must comply with all rules and regulations that apply to all members. Contractors who are admitted into membership shall be classified as Owner Members. The number of Owner Members permitted to perform covered work for any contractor shall be as established in the Northern California Painters Master Agreement and Northern California Drywall Finishers Master Agreement.

2. An Owner Member is one who performs covered work for a signatory contractor who is also, in relation to said contractor, a substantial owner, partner, officer, director or share holder. No Owner Member shall be allowed to work as a journey person for another contractor or employer.
3. No Owner Member shall be eligible or permitted to hold office, serve on an executive board, act as delegate, vote on any question pertaining to hours, wages (wage allocations), benefits or conditions of employment, vote at elections of officers, delegates and Executive Board Members, or attend meetings at which contract proposals are discussed or voted on or at which the nomination or election is held for any officer, delegate, Business Representative, or any elected position.

ARTICLE XVII: MEMBERSHIP

1. An applicant is considered a member when the applicant meets all the requirements as set forth in Sections 85-90 of 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 119-120 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 121 of the International Constitution. Expelled members may be reinstated only in accordance with Section 301 of the International Constitution.

When Local Unions provide for quarterly dues payments, such quarterly 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 123 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 the Local Union'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.
- c. No member shall interfere with the elected officers or representatives of the International Union, its subordinate bodies, 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, its subordinate bodies, the District Council and the 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.

ARTICLE XVIII: GENERAL/TRADE RULES

1. In accordance with Section 85(e) of the International Constitution, all new members of Local 83 must attend a new member orientation class offered by District Council 16 within ninety (90) days of being initiated.
2. Any violation of the International Constitution, Local Union Bylaws and/or District Council 16 Collective Bargaining Agreements hereby becomes a violation of these Bylaws.
3. **Membership Rights, Duties and Obligations:** All members of the Union shall be empowered to cite any other members of the Union before the Executive Board for the purpose of investigating possible violations of the Collective Bargaining Agreement, International Constitution, Local Union Bylaws and these Bylaws. Members failing to answer citations of District Council 16 Executive Board will be subject to a fifty dollar (\$50.00) fine and the citation meeting shall proceed regardless of the absence of the cited member.
4. Any member who rushes, drives, intimidates or uses foul language toward another member or uses their position to abuse or to cause a member to violate conditions of the Collective Bargaining Agreement or these Bylaws or discriminates against a member, shall have charges preferred against them.
5. Members shall investigate all building job sites to determine if all work covered by the jurisdiction of the International Union is to be performed by Union Members and shall report to the Union Office if said work is assigned to non-union and/or another craft, or if such information is not available at the job site.
6. All members must demand and receive payment as set forth in the applicable Collective Bargaining Agreement covering the appropriate branch of the trade. All travel time and expenses shall be in accordance with the applicable Collective Bargaining Agreement.
7. Members who are employed on projects outside of the jurisdiction of their home Local Union and/or outside the Jurisdiction of their home Collective Bargaining Agreement, must notify the Local Union having geographical jurisdiction over where the work is being performed regarding the job location and start date. In all cases the member shall demand and receive the wages and conditions effective in either their home or outside jurisdiction, whichever is more favorable to such member.
8. Any member found working for an employer below the minimum rate of wages and/or conditions established in the applicable Collective Bargaining Agreement shall have charges preferred against them.
9. Each member shall be responsible for their own overtime permit.
10. No member shall supply, purchase or maintain any tools and/or equipment that the

employer is required to supply, purchase or maintain under the Collective Bargaining Agreement.

11. Members shall not pass or work behind a picket line recognized by the Building Trades Council or Central Labor Council. Any member found crossing an authorized picket line or working behind same shall have charges preferred against them. Recognizing the "special problems" in the construction industry including the friction, conflicts, and confrontations when union and non-union employees work side-by-side, members shall immediately leave or shall refuse to enter upon any construction site where non-union employees are working.
12. Whenever a Business Representative of the Union notifies the members that their employer or job is struck, declared unfair or their employer is in default with its trust fund and/or any other monetary obligation imposed under the terms and conditions of the Collective Bargaining Agreement, all members must immediately remove themselves from working until released to return to work by the Union. Members failing to remove themselves or returning to work prior to the Union's instruction shall have charges preferred against them.
13. Any member who refuses to comply with the instructions (paycheck inspection included) of a District Council 16 Business Representative shall have charges preferred against them.
14. No member shall be allowed to work with other than members in good standing of any classification.
15. Regular members shall not work on their own behalf, as self employed individuals, on any work covered in each craft jurisdiction.
16. No member shall instruct or give information to any other craft in any work of our trades.
17. Any member found working for a builder or non-signatory employer performing work covered under District Council 16 agreements, and/or assisting that entity in any aspect of our industry, without written consent of District Council 16 shall have charges preferred against them.
18. Any member who is working in a shop or job where a violation exists, and fails to notify a Business Representative, shall have charges preferred against them.
19. All Members are expected to participate in District Council 16 STAR Training and exemplify a High Performance/High Value culture while engaged in any activities associated with District Council 16, their Local Union or the International Union.
20. No work shall be performed during the twenty-four (24) hours of Labor Day.
21. All members must notify their Local Union Office of any change of address.

22. Members who wish to file a grievance against a contractor or a member of the Union, must do so within twelve (12) days of the violation.
23. Members who are no longer actively engaged working with the tools and wish to maintain membership must notify their Local Union immediately so status may be determined.
24. Any member who is off work and is collecting either Workers Compensation insurance payments or State Disability payments must notify their Local Union within seven (7) days.
25. **Quarterly Working Cards:** Quarterly Working Cards shall be obtained in accordance with Section 122 of the International Constitution. All members must secure their current quarterly working card by the 20th of the first month of the current quarter. Any member failing to secure a current working card shall be subject to removal from the job. It shall be the duty of each member to keep their working card in their possession and determine that each payment to the Local Union is correct. A member's last dues receipt/working card shall be deemed sufficient notice of arrears, and no further notice shall be required.
26. Quarterly working cards shall be issued by the Local Union Financial Secretary. The working card shall not be issued unless such card is paid for in advance for the full quarter.
27. In order to properly identify members of the District Council, identification cards may be issued to its members. The identification card may include the members' picture and other information as designated by District Council 16.
28. It shall be the duty of each member to carry their working cards at all times. Failure to comply may subject the member to charges, trial and such penalties as the District Council may decide.
29. All members must show their working cards and/or work referrals when requested to do so by a member of any Local Union affiliated with the District Council, provided the requesting member displays his or her card. The member shall be required to show his or her working card and/or work referral when requested to do so by an authorized representative of the District Council or the International, provided the representative displays his or her card.
30. **Referral System Procedures:** Each affiliated Local Union shall maintain a nondiscriminatory referral system and shall maintain an accurate membership Out-of-Work List. There shall be no discrimination in hiring and/or promotion and/or any other aspects of employment because of race, creed, color, sex, national origin or age.

31. It shall be the sole responsibility of each member, who is unemployed and wishes to make them self available for work, to notify their Local Union of such and place their name on their Local Union's Out-of-Work List. The Local Union's Out-Of-Work List shall include the member's name, classification, current telephone number and the date the member placed his or her name on the List. It shall be the sole responsibility of each member, who wish to continue being available for dispatch and have their name remain on their Local Union's Out-of-Work List, to check in with their Local on the first working day of each month. Members who do not check in on the first working day of each month shall have their names removed from their Local Union's Out-of-Work List.
32. Members in good standing with a Local Union may seek their own job and Employers may have referred to them any applicant, who is registered on the Local Union's Out-of-Work List, by submitting a written request by name to the Local Union.
33. In the event no specific member is requested by name, the Local Union will dispatch members in the order in which they are registered on the Local Union's Out-of-Work List.
34. Each member shall be responsible to comply with these referral system procedures and must secure and sign-off on a work referral from their Local Union prior to commencing work for any signatory employer. Members failing to comply with these procedures shall be assessed a twenty-five dollar (\$25.00) fine.

ARTICLE XIX: CHARGES AND TRIALS

1. Each member of this Local Union shall have the right to fair treatment in the application of Local Union rules and law in accordance with the International Constitution and these Bylaws. In the application of all rules and procedures relating to Local Union discipline, the essential requirements of due process of law – notice, hearing, and judgment based upon the evidence shall be observed without, however, requiring technical formality followed in courts of law.
2. All charges preferred by members of this Local Union shall be referred to the District Council 16 Trial Board for disposition and shall be processed in accordance with the International Constitution.

ARTICLE XX: EXHAUSTION OF REMEDIES

No Local Union or other subordinate body, or any member or officer thereof 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 XXI: PROPERTY

1. The funds and property of the Local Union shall be governed by Sections 142-145 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 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 XXIII: AMENDMENTS

There shall be a standing Bylaws Committee whose duties and functions shall be as set forth in Section 135(b) of the International Constitution. Any amendment to these Bylaws shall be done in accordance with the procedure set forth in Section 135 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 "Parliamentary Rules and Ritual" set forth in the International Constitution.

ARTICLE XXV: INTERNATIONAL UNION CONSTITUTION

The Local Union acknowledges that the International Constitution of the International Union supercedes any provisions of these Bylaws which are inconsistent with such Constitution. The Local Union further acknowledges that the Bylaws of District Council 16 shall govern and supercede 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 16 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.