

BY-LAWS AND WORKING RULES

OF

The Glaziers, Glassworkers, Architectural Metal Workers & Allied Trades Union,

IUPAT

Local Union 2001

1701 Whitney Mesa Drive,
Suite 105
Henderson, Nevada 89014

Revised 2010

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PREAMBLE

We the members of Local Union 2001, affiliated with the International Union of Painters and Allied Trades, realize and accept the fact that we have obligations to our community and all of society.

Labor and Management are integral parts and both must thrive for either to profit.

Therefore, our aims, within the above guidelines, are: to advance our knowledge and skills, thereby strengthening our position in society and to actively participate in all respects of our society thereby helping to plan our destiny, and the destiny of our nation.

ARTICLE 1 BYLAWS

These By-laws shall be considered supplemental and subordinate to the provisions of the International Constitution of the International Union of Painters and Allied Trades (hereinafter called the "International" or "International Union") and such provisions shall be deemed as incorporated herein by reference. In the case of conflict between these By-laws and the provisions of the International Constitution, the latter shall govern.

ARTICLE 2 NAME

This organization, a subordinate body of the International Union of Painters and Allied Trades, AFL-CIO, and an affiliated Local Union of District Council 15, shall be known as the Glaziers, Glassworkers, Architectural Metal Workers and Allied Trades Union (duly chartered by the International Union on December 1, 1973), Local 2001.

ARTICLE 3 JURISDICTION

3.01 Territorial Jurisdiction: The jurisdiction of this Local Union includes the Counties of Clark, White Pine, Lincoln, Nye and Esmeralda and the City of Ely in the State of Nevada. Kingman and Bullhead City in the State of Arizona, the City of Needles California and Southern Utah including the Cities of St. George and Cedar City, and such other cities and other locales as defined by and set forth in its Grant of Charter and as determined by the General Executive Board from time to time under Section 70 or other provisions of the International Constitution.

3.02 Trade Jurisdiction: Trade jurisdiction for Glaziers Local 2001 shall be governed by Section 6 of the International Constitution: Section 6 d) General Glazing shall include but not be limited to: (1) the installation, setting, cutting preparing, handling or removal of the following: cutting, preparing, fabricating, distributing, handling or removal of the following: Glass and Glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, suspended glass systems, louvers, photovoltaic and other collection systems, skylights, entranceways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing

and structural reasons. Art glass, prism glass, beveled glass, leaded glass, automobile glass, protection glass, plate glass, window glass, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, showcases, bookcases, sideboards, partitions and fixtures; (2) the installation of the above materials whether in the shop or on the jobsite, either temporary or permanent, on, or from any building in the course of repair, remodel, alteration, retrofit or construction; (3) the installation and welding of all extruded, rolled or fabricated metals including but not limited to: or any materials that replace same: metal and vinyl tubes, mullions, metal facing materials, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assembly's such as patio, sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above. (5) bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other metals; the fabrication and distribution of all glass and glass related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union; (8) any and all work as may be obtained and maintained through organizing and collective bargaining.

ARTICLE 4 **OBJECTS**

The objects of this Local Union shall be set forth in the Preamble and Section 2 of the International Constitution and Section 125 of the International Constitution.

ARTICLE 5 **ELIGIBILITY FOR MEMBERSHIP**

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

ARTICLE 6
OFFICERS

6.01 Eligibility to hold office shall be as set forth in Sections 92(b) and 181 of the International Constitution.

6.02 Officers of this Local Union and their duties shall be as set forth in Section 152 of the International Constitution, and as are listed below:

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

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

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

d) Financial Secretary: As Local Union #2001 has adopted the Dues Collection and Membership Reporting Plan, the duties of the Financial Secretary shall be as set forth as follows:

1. Under the Dues Collection and Membership Reporting Plan pursuant to Article 15 of the District Council #15 Bylaws, the Business Manager/Secretary-Treasurer of District Council #15 performs many of the functions of the Financial Secretary of Local Union #2001.

2. Where the Financial Secretary receives dues payments from members (such as at Local Union meetings) of Local Union #2001, he or she shall; (i) transmit such payments to the Business Manager/Secretary-Treasurer of District Council #15 within 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 is paid.

3. 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 report shall include the following information:

(a) The gross receipts of the Local Union in the prior month,

(b) 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 #15 and any other deductions,

(c) The overall membership of the Local Union, with the gain or loss in membership in the prior month noted,

(d) The number and names of members on application and those initiated,

(e) The number and names of members suspended and reinstated, and

(f) The names and number of clearance cards deposited and issued.

4. The Financial Secretary shall perform the Financial Secretary duties outlined in Section 182(d) and 224(d) of the International Constitution from information provided the Financial Secretary by the Business Manager/Secretary-Treasurer of the District Council.

e) Treasurer: In accordance with the Dues Collection and Membership Reporting Plan as outlined in Article 15 of the District Council #15 Bylaws, the duties of the Treasurer shall be as set forth as follows:

1. The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council #15. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:

- (a) Total of all deposits made to the Local Union account,
- (b) A copy of the Local Union cash disbursements journal,
- (c) 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.

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

g) Warden: The duties of the Warden shall be as set forth in Section 176 of the International Constitution.

6.03 Notwithstanding anything to the contrary in this Article, 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.

6.04 The Local Union Trustees shall audit the Business Manager/Secretary-Treasurer's records as they pertain to their particular local union on a quarterly basis as per Sections 172 through 175. In lieu of the trustees auditing the Business Manager/Secretary-Treasurer, it is permissible for the trustees to review an unqualified audit performed by a Certified Public Accountant (CPA) or Chartered Accountant. Such review will be done with the accountant to explain the report. Copy of such report is to be sent to the General Secretary-Treasurer.

6.05 The District Council and the Local Union 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.

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**

The Executive Board of the Local Union shall be as set forth in Section 152(j) of the International Constitution and Article 6 of the Local Union By-laws.

8.01 Duties of the Executive Board:

- a) To enforce the laws of the Local Union between meetings.
- b) To handle all matters referred to the Executive Board at regular or special called meetings.

- c) All requests for donations 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; 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 meeting.

ARTICLE 9

COMPENSATION OF OFFICERS, DELEGATES, AND COMMITTEE MEMBERS

9.01 Officers:

- a) President- Window dues plus 10 hours pay per month
- b) Vice President- Window dues plus 3 hours pay per month
- c) Recording Secretary- Window dues plus 10 hours pay per month
- d) Financial Secretary- Window dues plus 10 hours pay per month
- e) Treasurer- Window dues plus 3 hours pay per month
- f) Trustees- Window dues plus 3 hours pay per month
- g) Warden- Window dues plus 3 hours pay per month

Note: If an officer is a full time employee of District Council #15, they shall not receive any compensation for performing the duties of a Local Union officer. Additionally, if an officer is working and meets the criteria set forth in Article 13.01 e) of these Bylaws, they will not receive Window dues. If an officer fails to attend a regularly scheduled meeting (either Executive Board or Local Union) without being excused, they will forfeit any compensation for the following month.

9.02 Delegates, Out of Town: Daily per diem expense of \$75.00 plus lost wages per normal work week at delegate normal rate.

9.03 Committee Members shall receive no compensation

9.04 Officers and Delegates, elected, appointed, required to attend Conventions, Seminars, or other Meetings on behalf of the Union shall be reimbursed for the cost of reasonable expenses plus lost wages, if any, which shall be based on the Master Journeyman Glazier rate of pay to include all benefits.

ARTICLE 10

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 11

ELECTIONS

11.01 Elections shall be held under the procedures and provisions as set forth in Sections 180-183 of the International Constitution.

11.02 The election of Local Union Officers, Executive Board members, Business Manager/Secretary Treasurer, Business Representatives and delegates to Central Bodies (if any, including District Council delegates) 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 the District Council shall be elected to a four (4) year term. All other officers shall be elected to a three year term.

11.03 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, Central Bodies (if any), etc., 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 12 **VACANCIES**

Vacancies occurring among the officers shall be filled by nominations at the next meeting and election at succeeding meeting, under procedures set forth in Sections 186-187 of the International Constitution; except that if at the time the vacancy occurs the period remaining to the end of the unexpired term of the vacant office is twelve (12) months or less the vacancy shall be by appointment by the President. (See General Constitution, Section 186.)

ARTICLE 13 **DUES, FEES & ASSESSMENTS**

13.01 Dues:

- a) Current dues structure consists of dues check-off for working members that meet either of the criteria of (e) or window dues for members that do not meet the criteria of (e).
- b) Administrative Dues check-off shall be calculated in accordance with the Bylaws of District Council #15. Current rates are as follows:
 - 1) 3% of gross wages
 - 2) Organizing Fund: \$0.25 per hour.
 - 3) PAC Fund: \$0.07 per hour, \$0.05 of which is transmitted to the IUPAT PAT-PC Fund and \$0.02 is retained locally.
- c) Window dues will equal accumulated per capita taxes that Local Union #2001 pays, which include: International Union of Painters and Allied Trades, Southern Nevada Building and Construction Trades Council, Western Regional Conference of Painters and Allied Trades, Southern Nevada Central Labor Council and Accidental Death and Dismemberment Insurance. The current rates for per-capita taxes are \$31.79 per month for Construction Journeymen and Apprentices. This rate may be increased in accordance with Article 13.01(f) of these Bylaws and the International Constitution. Life Member Dues are either \$3.00, \$8.00 or \$12.00 per month plus Life Insurance (if applicable) based on the category of Life Membership for the individual Member.
- d) The sum of five cents (\$0.05) per hour of the dues check-off collected will be contributed to the IUPAT LEC Fund.
- e) Windows dues are only payable in the event that the member fails to meet any of the following:

Failure to work 55 hours in the previous month;
Failure to work 165 hours in the previous 3 months; or
Failure to work 330 hours in the previous 6 months

f) 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.

g) The dues payment required by sub-section (c) 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 (c) less the current Death Benefit Payment.

h) Quarterly working cards shall be obtained in accordance with Section 122 of the International Constitution.

When a member works within the jurisdiction of another affiliated District Council or Local Union and the bylaws of that other District Council or Local Union makes provisions for administrative dues, or a Business Manager "assessment" (in the nature of dues), the member shall pay to that other District Council or Local Union, either directly or by check off, the amount of administrative dues, or Business Manager "assessment" called for by that other organization's bylaws.

When a member works within the jurisdiction of another affiliated District Council or Local Union and the bylaws of that other District Council or Local Union makes no provision for administrative dues or a Business Manager "assessment," the member shall continue to pay to his home Local Union, either directly or by check off, the amount of administrative dues provided in the first sentence of this section.

The administrative dues are to be used primarily for the purpose of administering, policing, and enforcing the Collective Bargaining Agreements under which the members perform work.

13.02 Administrative Processing Fees:

- a) New Members (APF) \$500.00 (Section 93 of the International Constitution).
- b) Industrial Members (APF) \$50.00 (Section 94 of the International Constitution).
- c) Apprentice (APF) \$100.00 (Section 93 of the International Constitution).
- d) New Member Fees may be waived in accordance with Section 93(c) of the International Constitution

13.03 Life Insurance:

- a) All members under the age of seventy (70) shall receive life insurance in the amount of twelve thousand dollars (\$12,000.00) with double indemnity. Guardian Life Policy #G 404481. This insurance is paid by the District Council from funds collected from Window Dues and/or Dues Check Off
- b) All members seventy years old, or older, shall receive life insurance in the amount of four thousand eighty dollars (\$4,080.00) with double indemnity, provided that they pay the premium. Guardian Life Policy #G 404481.

- c) No Life Member, Honorary Member, or Member receiving partial or total disability shall be eligible for the aforementioned life insurance upon clearing into this Local Union. Nor shall such member be assessed for same.
- d) No person sixty (60) years or older, applying for membership, shall be entitled to life insurance, nor shall he be charged for same.
- e) Death benefits and exclusions shall be as provided for in the policy, available to each member upon request.
- f) Accidental death and dismemberment insurance (24 hour coverage). In addition to life insurance, benefits for accidental death and for loss of one or more eyes, hands or feet.
- g) Dependents life insurance. Life insurance on your spouse (with conversion privilege) and your children ages 14 days through 20 years in the amount of one thousand dollars (\$1,000) is provided with Member coverage.

13.04 Sick Dues

- a) A member who, by sickness or accident, is unable to work at the trade may apply to the Executive Board for temporary assistance to be known as sick dues.
- b) Qualifications for such dues shall be set as follows. A Member must:
 1. Present a statement signed by a certified medical doctor stating nature of illness and the length of time he or she may be disabled.
 2. Have dues paid through the current month.
 3. Have been a member of Local Union #2001 no less than one (1) year immediately prior to request.
 4. Present a record (number of hours) of their past six (6) months employment.
- c) The Executive Board may request additional information needed to insure that the member requesting said sick dues is unable to work.
- d) The Executive Board may request updated information as to the member's qualification for sick dues at any time during illness.
- e) The Local Union will pay an amount equal to the current dues and life insurance premium. No other assessment will be included.
- f) Sick dues shall be paid on a month-to-month basis and will be limited to a period of not longer than six (6) months for any one member.
- g) Under extenuating circumstances, the Executive Board may extend sick dues beyond 6 months, not to exceed 1 year. Beyond 1 year must be approved by majority vote of the members present at a union meeting.

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

13.06 Assessments and Funds: Assessments can only be levied in accordance the International Constitution.

ARTICLE 14 **MEETINGS**

14.01 Regular Meetings: The regular meetings of Local Union 2001 shall be held on the 3rd Tuesday of each month @ 6p.m. at District Council 15's Union Hall.

14.02 Special Meetings: Special meetings of this Local Union may be called by the President under the provisions of Section 158 of the International Constitution.

14.03 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.

14.04 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.

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

ARTICLE 15 **COMMITTEES**

15.01 District Council Standing Committees: In accordance with Article 27 of the District Council Bylaws, the Business Manager/Secretary-Treasurer shall appoint from the members of all affiliated Local Unions the following standing committees:

- a) Bylaws Committee.
- b) Organizing Committee.
- c) Political Action Committee.
- d) Building Committee.
- e) Retirees Committee.
- f) Community Organizing for Real Economics Committee.

15.02 Bylaws Committee: There shall be a standing Local Union Bylaws Committee in accordance with Article 23 of these Bylaws.

15.03 Examining Board: The Local Union shall cooperate with the Glaziers Joint Apprenticeship and Training Committee to create an Examining Board to evaluate all new members including those joining the Local Union as new members and those joining by depositing a Clearance Card and to place them in the appropriate member classification in accordance with Section 87 of the International Constitution.

15.04 Other Committees: In accordance with Section 158 of the International Constitution, the Local Union President may appoint additional committees to promote the interests of the members of the Local Union. Should the Local Union President appoint said additional committee(s), those committees shall conduct their affairs in accordance with Sections 178-179 of the International Constitution.

ARTICLE 16 **CONTRACTORS**

16.01 Contractors may be admitted to membership in the Union and must comply with the International Constitution (Section 91-92), and all rules and regulations that apply to all members.

16.02 Members proposed to enter the glazing business must notify and appear before the Executive Board of the Local Union in order that their status may be recognized by the Local Union.

16.03 No Journey worker-Employer can work for another Employer.

ARTICLE 17 **MEMBERSHIP**

17.01 An applicant is considered a member when the applicant meets all the requirements as set forth in Sections 85-90 of the International Constitution.

17.02 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 twentieth (20) day of the first (1st) 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.

17.03 Members' Responsibility to the Local Union:

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, 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 Representative or Local Union Officers. No charges shall be filed or processed against any member of this Local Union 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 new member orientation class offered by the District Council within ninety (90) days of being initiated.

ARTICLE 18 **GENERAL RULES**

18.01 All Members:

a) Members are strongly discouraged from using personal vehicles for transporting company materials or equipment of any kind. It is understood that members may utilize personal vehicles for incidental transportation of company materials in accordance with Article 31 of the Glaziers Master Labor Agreement. No member shall provide regular utilization of their personal vehicle for transporting company materials without being compensated for such utilization as arranged for between the member, the Union and the company.

b) All members are prohibited from working in shops or on jobs when a strike has been called. This rule will not apply to shops that have signed an "Interim Agreement".

c) All members must carry a working card for the current quarter and show it when requested.

d) Any member transferring or lending his/her work card to anyone shall be fined, suspended, or expelled as the Trial Board may direct.

e) Any member having knowledge of a violation of any section of the by-laws or labor agreement shall notify this local union at once. Failure by any member to advise this local union of suspected violations can result in a fine as the Trial Board may direct.

f) No member shall instruct any other craft in any kind of the work of our trade.

g) No member shall work in any shop or for any employer that is not signed to an agreement with this local union, except upon authorization of Local Union.

h) All members shall retain their check stubs or pay receipts and shall produce them for inspection by the Business Manager/Secretary-Treasurer, Business Representatives or the Local Union upon request to verify the receipt of correct wages and benefits.

i) A member, upon receiving his payroll check, shall examine gross amount paid and number of hours worked. If there appears to be a shortage in payment of wages earned, he or she

shall notify his or her foreman immediately. If the foreman or employer fails to rectify the shortage, he or she shall notify the Business Representative within two (2) business days.

j) A member accepting short paychecks and waiting until termination from his or her employment to report such shortages to the Business Representative or a member who changes their classification without first receiving authorization from the Union will be recognized as willing to work below the negotiated wage scale and be subject to Trial in accordance with the provisions set forth in Article 27 of the District Council Bylaws.

k) Any member who wishes to voluntarily change classifications must first obtain a new dispatch at the different classification from the Union. He/she will remain in the new classification for the duration of the project that he/she changed classification for. Exceptions to this rule can be made on a case by case basis by the Business Manager/Secretary-Treasurer.

l) All members shall comply with the Drug & Alcohol Policy as provided for in the Glaziers' Master Labor Agreement. New members and members depositing clearance cards shall secure a "clean card" before they are dispatched to work.

m) Upon completion of payment of the Administrative Processing Fee, a new member shall attend the next regular union meeting and be sworn into membership.

n) In recognition of the fact that each District Council's strength in negotiations comes in large measure by its ability to supply highly skilled, responsible workers to employers, it shall be the duty of all members to render a fair days work in workmanlike manner. Any member, who is terminated for cause, three times within a twenty-four month period, from a position under a District Council collective bargaining agreement, shall be subject to charges. Unless the Trial Board finds exceptional circumstances, the penalty shall be expulsion from membership. In cases where the terminations resulted strictly from lack of skills, the Trial Board may require the member to attend journeyman upgrade training classes in lieu of expulsion. For members whose termination was a result of falling in the category of dispensated member as defined by Section 102 of the IUPAT Constitution, the Trial Board may recommend that Section 102 be implemented in lieu of expulsion.

18.02 Apprentices:

a) All Glazing Apprentices shall come under the direct control of the Glazing Joint Apprenticeship Committee.

b) Regulations concerning the training period of Apprenticeship Indenture, wage and all other conditions shall be subject to the standards ratified, adopted and registered with the Nevada State Apprenticeship Council; both with the State of Nevada and the U.S. Department of Labor.

18.03 Foremen/Superintendents

a) All members in charge of work must see that all overtime, high pay time and expenses are properly turned into the employer and evidence of same shall be provided to the employees upon request. It is the duty and responsibility of the member to advise the union in writing of the failure of an employer to adhere to the terms and conditions of the collective bargaining Agreement.

b) Members in charge of work will not ask any member of this Local Union to engage in any act in violation of these Bylaws or any Labor Agreement that the Local Union is signatory to. He or she shall not drive, rush, intimidate, discriminate, or use foul language toward any member; nor will he or she become signatory to any false or misleading statement regarding

a member which may lead to that member's wrongful dismissal or termination from employment.

c) Should any member in charge of work be found guilty of a violation of the above by the District Council Trial Board, a penalty of no less than \$100.00 shall be assessed.

d) The Foreman shall keep a daily work record for each member under his or her supervision. This shall include regular, overtime and off-shift hours worked and the job location. This record shall be made available to the Business Manager/Secretary-Treasurer or his/her designee upon request.

18.04 Stewards

a) Stewards are not officers of the Local Union. They shall be selected and shall have such duties as the Business Manager/Secretary Treasurer may direct pursuant to Section 152(g) of the International Constitution and be in accordance with and as provided in the negotiated working agreement. Stewards will be required to attend a stewards training program as determined by the Business Manager/Secretary-Treasurer. The Business Manager/Secretary-Treasurer will establish a "Steward's Report" for each job site and/or shop.

b) Stewards shall not be permitted to receive, handle, or disburse any funds on behalf of the District Council.

c) Superintendents, General Foremen, Foremen, or Apprentices shall not be eligible for the position of Steward.

d) Duties of Stewards shall be:

1. To have a copy of the IUPAT Constitution, current Bylaws, and the Master Agreement with them at all times.

2. To see that Union membership is encouraged and all workmen at their respective shops or jobs have paid up receipts or valid working cards of their Local Union.

3. To report any encroachment upon the jurisdiction of this Local Union.

4. To report any violation of our Bylaws or Agreements.

5. To perform such duties as may be assigned to them.

6. To complete and sign the weekly Steward's report provided for by the Local Union. Said report shall indicate the correct amount of hours worked and the condition of each workman's standing with the Local Union. Failure to turn in the aforementioned report may be cause for disqualification.

7. It shall be the responsibility of the Steward to see that any member who is hurt on the Job/Shop be provided medical treatment immediately.

8. In the event there is a violation(s) on the job site of any State, Federal, or Local safety regulation, the Steward shall immediately notify the Business Manager.

e) Stewards shall, in no case, have the authority to cause a stoppage of work.

18.05 Hiring Hall and Dispatch Procedures

a) It is mandatory that all members or applicants fully comply with the hiring hall and dispatching procedures as contained in the current collective bargaining agreements between District Council 15 and Employer(s).

b) The union will establish separate classification lists of eligible out-of-work members. Signatory contractors will request workers by classification and said members will be dispatched through procedures established by the collective bargaining Agreement(s). The Dispatcher shall keep an accurate list of members dispatched and shall indicate whether they were dispatched by the union or dispatched at the request of the employer.

1. A numerical list will be maintained by the dispatching office based on the order in which each member and/or applicant "signs in".
 2. A list will be maintained by the dispatching office for all referrals and shall be available for inspection by any member and/or job applicant to insure that his or her rights for dispatchment or referral have not been violated.
 3. It is the sole responsibility of each member and/ or applicant to "sign in" on the out-of-work list once his or her name is removed from said list.
 4. Member accepting fifty-five (55) hours of work or less in a seven (7) continuous day period shall not lose his or her place on the list; the only exception to the above mentioned is if a member is terminated other than normal reduction in force.
- c) 1. All members and/or applicants when not employed must sign in on the out-of-work list to be eligible for dispatchment or referral in conformance with the terms in said agreement.
2. All members must be prepared to go directly to work to receive a dispatch. They will be required to be dressed properly and possess the required tools to go to work. Any member that fails to go directly to either the Employer's office or the job site will be required to sign the bottom of the out-of-work list and will not receive any show-up time, if it is provided for in the appropriate Collective Bargaining Agreement.
- d) Any member and/or applicant who is found to be working on any job for a signatory employer without a proper referral slip from the Union dispatching office is guilty of a serious breach of the hiring hall procedures and such member and/or applicant will be, if found guilty after proper trial, subject to a fine of \$100.00 per shift after the first shift worked.
- e) No member shall sign the out-of-work list for any other member. If any member is caught signing the out-of-work list for another member, that member will be dropped from the list, as well as the member(s) he or she was signing for, and both or all must re-sign.
- f) Any member who is found to be on the out-of-work list while still working shall be immediately removed from the out of work list and shall not be allowed to sign the out-of-work list for two weeks after being laid off.
- g) Solicitation by members is only allowed under the Glaziers Master Labor Agreement.

18.06 Ratification of Working Agreement

- a) Where a working agreement is negotiated by this Local Union, the same shall be decided upon by referendum vote of the members under the agreement, in accordance with the procedure set forth in Section 249(b) of the International Constitution.
- b) With each working agreement submitted to the General President for approval pursuant to Section 249(a) of the International Constitution, the Local Union shall submit a list of names and addresses of all contractors/employers who are parties to the agreement. As each contractor/employer ceases being a party, and as each new contractor/employer is added as a party to the agreement, the Local Union shall promptly notify the General Secretary-Treasurer.

18.07 Rules and Procedures for Strikes or Lockouts:

At a special called meeting, the union members effected by any proposed strike shall vote by secret ballot to authorize the "Negotiating Committee" to call a strike against the contractor(s) who have failed to consider fair, equitable and improved terms and conditions of any new or renewal agreement. The right to call a strike shall be vested with the union's negotiating committee when and if impasse has been reached between the parties.

The negotiating committee shall also be authorized to continue negotiations through the expiration date of the agreement, if it is thought that progress is being made and an agreement is imminent.

Interim agreements may be signed with "independent contractors", providing for retroactive payments on all economic terms and conditions reached with the Association

The following rules and procedures shall apply during any strike or lockout:

- a) All members must register at the Local Union office on the first day of a strike or lockout.
- b) Any member who fails to register or refuses to register as required by these rules shall be cited before the Trial Board of the District Council.
- c) To receive strike benefit payment, a member must perform or be available to perform picket duty or other assigned tasks.
- d) The Executive Board shall be available at all times and shall be or shall appoint the strike committee prior to a strike or lockout.
- e) All journeyman members who are employed by an employer who is signed to a temporary working agreement shall be assessed 10% per working day during the strike or lockout, and shall register at the Local Union office to assist the Local Union and their brothers and sisters on Saturdays and Sundays. The assessment will be prorated on a percentage basis on all other classifications according to their hourly rate of pay.
- f) The working assessment must be paid weekly to the Local Union each Saturday, so that the members who are on strike or locked out may receive additional help as soon as possible. Such assessment shall commence on the first day of the strike or lockout.
- g) All monies received from the working assessment shall be placed in a separate account and shall be disbursed to the members who are performing physical strike and picket duties and for expenses to the District Council, which are additional to normal expenses during a strike or lockout.
- h) Members laid off, on strike, or lockout must receive written permission for employment by the Local Union before going to work for any signed employer.
- i) All members shall conduct themselves in an orderly manner and refrain from gossip and acts, which may be detrimental to the Local Union and its efforts to secure better conditions and wages for the members. Members attempting to cause dissention promote weakness among pickets, or any other act that may endanger the Local Union, including violations of these strike rules and procedures shall have charges preferred against them.

18.08 Market Recovery Program: Prior to affiliating with District Council 15, Glaziers Local 2001 established the ability to create and utilize a Market Recovery Program, the purpose of which is to assist signatory employers in recovering work that could be lost to non-union employers. Any monetary assistance given to a signatory contractor shall be for the purpose of

providing more hours of work for our members which would have normally been lost without such a program. By ratifying these Bylaws, the members of Glaziers Local 2001 reaffirm their commitment and approval for utilization of a Market Recovery Program.

ARTICLE 19
CHARGES AND TRIALS

19.01 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.

19.02 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 Local Union or other subordinate body, or any member or officer thereof shall resort to any court or agency outside this International Union until all forms of relief and avenues of appeal have been exhausted, unless otherwise provided by statutory law.

ARTICLE 21
PROPERTY

21.01 The funds and property of the Local Union shall be governed by Sections 142-145 of the International Constitution.

21.02 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, expressed or implied, which was created or established by this Local Union and whose primary purpose is to provide a 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 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

There shall be a standing Bylaws Committee whose duties and functions shall be set forth in Section 135(b) of the International Constitution. An amendment to these bylaws shall be done in accordance with the procedure set forth in Section 135 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

This 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

26.01 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 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.

26.02 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 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.