

BYLAWS
AND WORKING RULES
FOR

LOCAL UNION No. 159
LAS VEGAS, NEVADA

OF THE

INTERNATIONAL
UNION OF
PAINTERS AND ALLIED TRADES
AFL-CIO

Proposed February 2010

APPROVED By IUPAT GEB May 2010

These Bylaws are being provided in English and Spanish. The official version of these Bylaws is in English and if there are any conflicts between the English and Spanish versions, the provisions in the English version shall prevail.

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Whenever used in these Bylaws, the context so requires the masculine shall include the feminine and singular shall include the plural and vice versa.

**BYLAWS AND WORKING RULES OF
LOCAL UNION NO. 159
LAS VEGAS, NEVADA**

PREAMBLE

The essential ingredient of Unionism is, not Doctrine, but Intelligence; not Authority, but Reason; Not Cynicism but Faith in Man and Faith in God. Our strength lies in fearless, untiring pursuit of truth by the minds of men and women who are free. This we should believe: As individuals we can safeguard this great inheritance by searching our minds and our souls to find out what we do believe about Unionism and what it stands for. Knowing that we hold fast in unity to that in which it stands for. Knowing that we hold fast in unity to that in which we do believe, and let neither force from without, nor fear from within, cause us to forsake these precepts in which, as Union members, we deeply believe and whence our strength comes.

**ARTICLE 1
BYLAWS**

These Bylaws shall be considered supplemental and subordinate to the provisions of the International Constitution of the International Union of Painters and Allied Trades (hereafter called "Union"), the Bylaws of District Council 15 and such provisions shall be deemed as incorporated herein by reference. In the case of conflict between these Bylaws and the provisions of the International Constitution and the District Council Bylaws, the latter shall govern.

**ARTICLE 2
NAME**

This organization, a subordinate body of the International Union and an affiliated Local Union of District Council #15 shall be known as International Union of Painters and Allied Trades, Local Union #159, of Las Vegas, Nevada (duly chartered by the International Union on February 25, 1929) of the International Union of Painters and Allied Trades, affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO).

Office hours of this Union shall be 8:00 A.M. - 12:00 Noon and 1:00 P.M. - 5:00 P.M., Monday through Friday (excluding recognized holidays). Office hours on the first Tuesday of each month are extended until 6:00 P.M.

**ARTICLE 3
JURISDICTION**

The territorial jurisdiction of this Local Union shall include: Clark, Lincoln, Nye and Esmeralda Counties, State of Nevada, La Paz and Mohave Counties, State of Arizona and such other jurisdictions that may be granted this Local Union by the General Executive Board of our Union from time to time as provided for under the Constitution.

ARTICLE 4 OBJECTS

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

ARTICLE 5 REQUIREMENTS FOR JOURNEYMAN MEMBERSHIP

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

5.02 A person seeking membership into Local Union #159 shall first meet one of the requirements set forth below for his or her craft classification.

(a) Have in possession a certified certificate of completion of a bona fide Apprenticeship Program or the equivalent thereof.

(b) Pass a standard examination given by the Examining Board with a minimum grade of seventy-five percent (75%) or more.

(c) Produce evidence that he or she has been a former member of the Union as a journeyman in that particular phase of the trade.

(d) Furnish notarized statements signed by former employer(s) covering a three (3) or more year period of time as a workman at the trade and is a qualified journeyman.

(e) The Examining Board, referred to in a subsequent Article of these Bylaws, may use one (1) or any combination of the foregoing requirements in reviewing the applicant's qualifications.

MEMBER APPLICANT REQUIREMENTS

5.03 An applicant having met the requirements set forth in these Bylaws shall properly execute and sign the standard application forms, which remain the property of the Union. Such forms are available to all bona fide and qualified applicants on a uniform and non-discriminatory basis in all respects.

(a) Members and/or accepted applicants must also sign all necessary assignments and/or authorizations to withhold as required of all applicants.

(b) Member and/or accepted applicants upon signing the application shall be required to pay thirty percent (30%) of the required administrative processing fee plus the dues and assessments to the office of the Financial Secretary, as prescribed in the International Constitution.

(c) If complete and full payment of the administrative processing fee has not been paid within forty-five (45) days, or if it is discovered that the applicant made false statements or is unable to qualify as a member, the application shall be revoked and the paid fees forfeited. Should any applicant desire to cancel his or her application prior to its completion, such applicant shall not be entitled any refund.

(d) Members who have dropped their membership in Local Union #159 and at a later date reapply to this Local Union, shall be required to pay no less than fifty percent (50%) of the administrative processing fee as the required down payment on the new application plus the back dues and assessments owed at the time they were suspended.

(e) All applicants for membership, upon signing the standard application form and after having been accepted, agree in advance that they will be bound by the terms of the hiring hall procedures as outlined under the Employment Procedure of the current collective bargaining agreements between

Local Union # 159 and the employers: that they will, accordingly, comply with such requirements by signing the out-of-work list maintained at the headquarters of Local Union #159.

(f) All job applicants after having signed the out-of-work list will be allowed to go to work based upon his or her position on the out-of-work list.

ARTICLE 6 OFFICERS

6.01 Eligibility to hold office shall be as set forth in Sections 92(b) and 181 of the International Constitution and Article 11 of these Bylaws.

6.02 Officers of this Local Union shall be as set forth in Section 152 of the International Constitution, and are as 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 #159 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 #159, 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:

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

(ii) The net receipts of the Local Union, along with the amounts of all per capita deductions made by the Business Manager/Secretary-Treasurer of District Council #15 and any other deductions,

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

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

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

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

(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:

- (i) Total of all deposits made to the Local Union account,
- (ii) A copy of the Local Union cash disbursements journal,
- (iii) List of all payments from the District Council made on behalf of the Local Union, from the funds collected by the District Council for the Local Union

(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 Financial Secretary, Treasurer and all other Local Union officers shall comply with all of the 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

8.01 The Executive Board of Local Union 159 shall be as set forth in Section 152(j) of the International Constitution, to include three (3) trustees.

8.02 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 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; 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 9 SALARIES 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 (3)** – 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:

- (a) 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 and shall be reimbursed for a cost of reasonable expenses.

- (a) Lost time wages, if any, shall be based on the Downtown Construction rate of pay to include all benefits.
- (b) Delegates to committees, conferences and, conventions on behalf of the Union shall be paid a per diem approved by the Executive Board or reimbursed for actual cost of reasonable expenses.

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 and delegates to District Councils (and Central Bodies, if any) shall be held at the last meeting in June. Nominations for the same shall be held at the last meeting in May, as per Section 180(a) of the International Constitution. Delegates to the District Council shall be elected to a four (4) year term. All other offices shall be elected to a three (3) year term.

11.03 Delegates to the General Conventions of the Union shall be elected as set forth in Section 28 of the International Constitution. Delegates to District Councils and 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.

11.04 No member of this Local Union shall be eligible to hold office if he or she has been convicted of a felony and not received full pardon for same, to the exclusion of felonies as described by the Department of Labor.

11.05 The polls, shall be open for eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m., on the third (3rd) Saturday in June during which eight-hour (8 hour) period all members in good standing shall receive full opportunity to vote by secret ballot. Local Union elections that are held in the same year as District Council elections shall be held at the same date, time and place as the District Council elections.

ARTICLE 12 VACANCIES

12.01 Vacancies occurring among the officers shall be filled by nominations at the next meeting and election at the succeeding meeting, under procedures set forth in Sections 186 through 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 filled by appointment by the President (See International Constitution, Section 186).

ARTICLE 13 DUES, FEES AND 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 for all classifications

(2) Organizing Fund: \$0.40 per hour paid for members working under the Downtown Construction Agreement.

(c) Window dues will equal accumulated per capita taxes that Local Union #159 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) Minimum regular window dues must be increased each year, on January 1, in an amount equal to the increase in the per capita tax. However, Local Unions that have adopted the administrative dues system may charge lower dues. No Local Union may set regular dues that are less than the per capita tax, nor may a Local Union set regular dues that are more than twice the amount of the per capita tax. Any other dues charged must be a percentage of wages and must be collected through dues check-off.
- (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 NEW MEMBER FEES

- (a) **ADMINISTRATIVE PROCESSING FEE (REGULAR MEMBERS)** — New members all pay an Administrative Processing Fee of \$500.00. Of this amount, \$50.00 is paid to the International. From the remaining \$450.00, six months dues are credited to the member and forwarded to his or her Local Union. The balance is retained by the entity managing applications (the District Council where one has been chartered; otherwise the Local Union).
- (b) **ADMINISTRATIVE PROCESSING FEE (APPRENTICES)** — New members who are apprentices will be charged an Administrative Processing Fee of \$100.00 plus one month's window dues. Of this amount \$25.00 is paid to the International. The remaining \$75.00 plus one month's window dues is retained by the entity managing applications.
- (c) **INDUSTRIAL MEMBERS** – New members who are industrial painters or are in an industrial classification will be charged an Administrative Processing Fee of \$50.00. Of this amount, \$20.00 is paid to the International. The balance is retained by the District Council.

(d) BUILDING FUND: There shall be established for the sole purpose of creating a fund known as a District Council Building Fund, an assessment of thirty dollars (\$30.00) wherein each member including all officers and Service Representative/Organizers shall pay the above prescribed assessment. After having paid such thirty dollars (\$30.00) assessment, no member, officer, or Service Representative/Organizer shall again be subject to said assessment while a member of Local Union #159.

(1) All members initiated into Local Union #159 shall pay the above assessment on the same terms and conditions as the regular membership.

(2) All members admitted on clearance cards into Local Union #159 shall pay into the Building Fund on a monthly basis at the rate of two dollars and fifty cents (\$2.50) per month, or for each successive month as long as they remain members of Local Union #159, but in no case shall the amount exceed thirty dollars (\$30.00).

(3) All proceeds from the Building Fund assessment shall be deposited into a savings account as designated by the District Council Delegates and no withdrawals shall be permitted under any conditions whatsoever, except upon recommendation of the District Council Delegates, and then only for the purpose of purchasing property, construction of Union facilities, or for the maintenance, upkeep or addition of its facilities.

13.03 LIFE INSURANCE

(a) In addition to regular dues and other assessments, all members under the age of seventy (70) shall pay the current premium for which Local Union # 159 shall provide life insurance in the amount of twelve thousand dollars (\$12,000.00) with double indemnity. Policy #G 404481.

(b) All members seventy years old, or older, shall pay the current premium for life insurance in the amount of four thousand eighty dollars (\$4,080.00) with double indemnity. 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) Conversion privilege. The right to convert your group life insurance to an individual policy of insurance without furnishing any evidence of insurability.

(g) 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.

(h) 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 (\$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 #159 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.

ARTICLE 14 MEETINGS

14.01 Regular Meetings – The regular meetings of Local Union 159 shall be held on the first Tuesday of every month. Meetings will be called to order promptly at 6:00pm.

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 per Section 137 of the International Constitution.

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 recording devices 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 Painters 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.

15.05 RECREATION FUND: Prior to the inception of these bylaws, there was a Local Union Recreation Fund that was funded by non-attendance fees. The inception of these Bylaws removes the requirement to pay non-attendance fees, therefore the fund has no funding mechanism. It is understood that any remaining monies that are in the existing Recreation Fund shall be used for picnic/Christmas parties until those funds are exhausted.

ARTICLE 16 CONTRACTOR MEMBERS

16.01 Local Union #159 shall not recognize any individual as a Contractor until he or she first secures all licenses and insurance as required by State and/or Federal Government Law and becomes signatory to the Collective Bargaining, Agreement and/or Trust documents as provided in the current, Master Agreement.

16.02 Any Contractor who wishes to resume work as a Journeyman, consistent with the above provisions do so by appearing before the Joint Committee or Local Union and show, to the satisfaction of the Committee or Local Union, that the change is in good faith.

(a) Such Contractor, upon resuming the status as journeyman, shall not be permitted to return to contracting business for a period of one (1) year, barring unforeseen hardships.

ARTICLE 17 MEMBERSHIP RESPONSIBILITY

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 and 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.

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.

Resignation from membership is governed by Section 123 of the International Constitution.

17.03 Member's 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 member's 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 this Local Union 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 members employment with such employer in such manner as it deems within its discretion to be in the best interest of the Local Union. The Local Union and its officers, and agents may decline to process any such grievance, 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 District Councils 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 assigned by the Local Union's Executive Board, Business Manager or Business Representative. 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 a 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) It shall be the responsibility of all members to notify the Local Union of any accident which any member has filed with the employer, worker's compensation insurance or appropriate agency.

(b) It shall be mandatory to all members, reporting to the employer job site, to report any working area they might consider "hazardous" prior to starting any work in such "hazardous area".

(c) A member found performing work behind a legally established picket line, sanctioned by either this Local Union, Southern Nevada Building and Construction Trades Council or the Southern Nevada Central Labor Council shall be considered in contravention of good morals and sound trade union principles and if found guilty by the Trial Board may be fined no less than five hundred dollars (\$500.00).

(d) A member having been assessed a fine by the Trial Board shall, within seven (7) days of the date of trial, pay no less than twenty percent (20%) of the total amount of the fine deemed payable. The

remainder of the unpaid balance shall, be payable at no less than twenty-five dollars (\$25.00) per month each successive month thereafter.

(e) A member, upon receiving his payroll check, shall examine gross amount paid and number of hours worked. If there appears a shortage in payment of wages earned, he or she shall notify his or her foreman immediately. If the foreman or employer fails to recognize the shortage, he or she shall notify the Business Manager no later than the end of the following workday.

(f) A member accepting short paychecks and waiting until termination from his employment to report such shortages to the Business Manager will be recognized as willing to work below the Negotiated wage scale and be subject to the provision set forth in Section 23.04 of these Bylaws. This Section shall also apply to any vehicle compensation negotiated for in the Master Agreement.

(g) A member accepting a work referral and failing to report for work on the date the referral designates or reports to work in an unfit condition will forfeit his or her position on the out-of-work list and be required to sign in again. Accidents or sudden illness may be excluded, provided that documentation is presented to the Union office.

(h) Members must comply with the area practice of signing the out-of-work list when not employed.

(i) No member of this Local Union shall rent, lease, or in any other way make his or her car or truck available to his employer for the transportation of materials or equipment. Hand tools and material and equipment weighing less than twenty-five (25) pounds excepted. Exception: Contracts that call for compensation for use of personal vehicle.

Should a member be found guilty by the Trial Board of this Section, he or she may be fined no less than one hundred dollars (\$100.00).

(j) Quotas shall not be used to set hours or wages; any member of this Local Union found guilty of or engaging in or conspiring with Employers or Contractors in any type of so-called piece-work, footage or yardage arrangement, shall be guilty of a serious and demoralizing breach of these Bylaws, and after due process, may be fined not less than two hundred dollars (\$200.00).

(k) All members working at the trade shall be required, as a matter of policy long established within our trade, to wear union-made white overalls or uniforms on all jobs. Failure to wear the "whites of the trade" shall be cause for disciplinary action or a possible fine against a member for violation of this Section, after due process of trial. Members discharged for reporting to work in street clothes will sign the bottom of the out-of-work list.

(l) All Union members have a duty and obligation to their Local Union to check the on-the-job identity of any craftsman with whom he or she is not familiar, and further inquire if he or she was from the Union hiring hall.

If it is determined that said craftsman is not properly cleared from the out-of-work list or the hiring hall, then the Business Manager shall be immediately notified.

(m) Members and applicants of Local Union #159 shall abide by the agreements between Local Union # 159 and Employers, and shall report violations of such agreement to the Business Manager of the Local.

(n) The use of any artificial limbs such as stilts, arm extensions or other devices shall be violations of these Bylaws and Master Agreement and shall strictly be forbidden. Any member found in violation of this Section shall be subject to charges, and if found guilty, may be fined not less than fifty dollars (\$50.00).

This section shall not apply to any member, who through permanent disability, is forced to wear such artificial limbs.

(o) Any member of this Local Union having knowledge of the violation of these Bylaws must notify the Business Manager at once, either orally or in writing, or be subject to a minimum of twenty-five dollars (\$25.00).

(p) There shall be no work performed by any member of this Local Union on Labor Day. An arbitrary fine of three hundred dollars (\$300.00) shall be assessed for violation of this provision if found guilty after due trial. (formerly Article 19.03)

(q) 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 apprentices shall comply with rules and regulations as provided for by the Painters and Decorators Joint Apprenticeship Committee, as established in January, 1958, and subsequently incorporated into the 1959 Addenda to the Master Agreement between Local Union # 159 and the Local Chapter of the Contractor Association.

(b) Regulations concerning training period of apprenticeship, indenture, wage and all other conditions shall be subject to the standards ratified, adopted and registered with the Bureau of Apprenticeship Training: Both with the State of Nevada, and the U.S. Department of Labor.

(c) Apprentices who have been accepted by the Joint Apprenticeship Committee as required under the apprenticeship standards shall be advised of the area agreements in effect and their right to make application to the union.

(1) Apprentices will be governed by Sections 95 through 99 of the International Constitution.

(d) Local Union #159 shall cooperate as is required under the standards governing registered apprentices.

(e) It is mandatory that all apprentices, when not employed, sign in on the out-of-work list to be eligible for dispatchment or referral, and follow all policies of the Local Union not in conflict with the Standards of the Apprenticeship.

18.03 STEWARDS Stewards shall be appointed (when/where needed). They shall work under the authority of the Business Manager or his or her representative and be subject to his or her authority. The Business Manager has the authority to remove any Steward at any time.

(a) Stewards are not officers of the Local Union unless duly elected to serve as such, however window dues shall be paid for stewards during their service, provided they attend a monthly steward's meeting and turn in the required steward's reports.

(b) Stewards shall not be permitted to receive, handle, or disburse any funds on behalf of the Local Union, except as otherwise indicated, i.e. window dues paid.

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

18.04 FOREMAN'S CLAUSE:

- (a) Members of the Union employed in the capacity as Foreman, General Foreman or Superintendent will not ask any member of this Local Union to engage in any act in violation of the Bylaws or any Labor Agreement Local Union #159 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 his or her wrongful dismissal or termination from employment.
- (b) Should any Foreman or Superintendent be in violation of the above and found guilty by the Trial Board, a penalty of no less than \$100.00 shall be assessed.
- (c) The Foreman shall keep a daily work record for each member under his or her supervision. This shall include regular or overtime hours worked and the job location. This record shall be made available to any Service Representative/Organizer of the Local Union upon request.

18.05 HIRING HALL AND DISPATCHING 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 agreement between Local Union #159 and Employer.
- (b) (1) Unemployed members will report to the hall for a monthly sign-in. Sign-in will be on the 1st Tuesday of the month, between the hours of 8:00am and 6:00pm. Call-ins will not be accepted, except in cases of accident or medical emergency, and documentation of such shall be provided to the Union office to maintain the member's name on the out-of-work list.
(2) 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.
(3) In anticipation of change to these articles in the Collective Bargaining Agreement, it is understood that upon ratification of changes to the hiring hall procedure by a majority vote by the members, these Bylaws shall also be changed to reflect the updated procedures.
- (c) 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.
- (d) 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.
- (e) Members violating the aforementioned shall be subject to a minimum fine of twenty-five dollars (\$25.00) if found guilty by the Trial Board.
(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 up to fifty-five (55) hours of work within seven (7) consecutive days, 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.

18.06 LOCAL UNION AGREEMENTS

(a) Where a working agreement is negotiated by this Local Union, the same shall be decided upon by referendum vote of the members working under the agreement, in accordance with the procedure set forth in Section 255(b) of the International Constitution. With each working agreement submitted to the General President for approval pursuant to Section 255(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.

(b) In the case of maintenance, an Allied Craft or Special Project Agreement, such agreement shall be submitted to those members employed, under the terms and conditions of such agreements for ratification. Such members shall be given notice of meetings to be held for the purpose of considering the acceptance or rejection. If such agreement is ratified by those members present and voting, then such agreement shall be submitted to the Local Union.

(c) The minimum wage scales and various classifications for members of Local Union #159 shall be as contained in the latest Collective Bargaining Agreement in existence between Local Union #159 and Employers.

(d) Any member found guilty of performing labor below the minimum wage rates as negotiated in behalf of this Local Union shall be fined not less than two hundred dollars (\$200.00) after due process by the Trial Board of Local Union #159.

18.07 RULES AND PROCEDURES FOR STRIKES OR LOCKOUTS

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 Executive Board.

(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 Local Union, 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 SPRAY REGULATIONS

(a) Local Union #159 over the years has been opposed to the use of a spray machine in the painting and decorating industry; and it is recognized that, unless regulated the use of spray equipment can well threaten the existence of our Trade as well as being injurious to the health of the men concerned; therefore, all spray regulations are to be observed as specifically contained in the Master Agreement and succeeding addenda without reservation.

(b) Members shall not use spray equipment nor work with dangerous materials where employers have failed to provide all safety precautions necessary consistent with the equipment or material being used. Where toxic and dangerous materials are being used, members on the job shall notify the Business Manager of the Local so that an investigation can be made to satisfy the Local that all safety measures are being instituted.

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

Members or officers of this Local Union, who may have controversies relating to Union affairs, or against whom charges have been preferred, or against whom disciplinary or adverse action has been taken, shall be obliged to exhaust all remedies provided for in the International Constitution before resorting to any other Court or Tribunal. Should any of the afore designated members, officers or subordinate bodies, resort to court or other proceedings before exhausting all procedures and remedies provided for in the Constitution, he or she shall be guilty of a violation of the laws of this Union and shall be subject to disciplinary action as per Section 309 of the Constitution.

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, no property in possession, custody or control of this Local 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 benefits for the members of the Local, or their beneficiaries, shall be given, contributed, or donated, either directly or indirectly, to aid, assist, or be expended on 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

22.01 Neither this Local, nor any of its officers, has any power to make any Contract or Agreement, nor to incur any liability which shall be binding upon the International without the written consent of a General Officer of the International.

22.02 Neither this Local, nor any of its officers, has been authorized or empowered to act as agent of the International and shall not be deemed an agent of the International unless expressly authorized in writing by a General Officer of the International to act in that capacity.

ARTICLE 23 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 24 STANDING RULES FOR UNION MEETINGS

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

ARTICLE 25 INTERNATIONAL UNION CONSTITUTION

The Local Union acknowledges that the 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 the District Council shall govern and supercede these Bylaws to the extent that any provisions set forth herein are inconsistent with such Bylaws.

ARTICLE 26 SAVINGS CLAUSE

26.01 The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, etc., should not be considered as incorporating into any Union Security Contract those requirements for good standing members, 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.

26.02 If any provision of these Bylaws shall be declared invalid or inoperative, by any competent authority of the Executive, Judicial or Administrative Branch of Federal or State Government, the Local 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 objection to its validity, and which will be in accordance with the intent and purpose of the invalid provision. If any Article or Section of these Bylaws shall be held invalid by operation of law or by any Tribunal of competent jurists, 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.