



LOCAL 36  
CONSTITUTION AND BYLAWS

HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL 36  
of Portland, Oregon

AS AMENDED OCTOBER 3, 2009  
AS FURTHER AMENDED DECEMBER 10, 2010

## PREAMBLE

We, the members of Heat and Frost Insulators and Allied Workers Local 36, International Association of Heat & Frost Insulators and Allied Workers, acknowledging allegiance to our International and its Constitution and Bylaws, wish to exercise local autonomy by adopting this local Constitution and Bylaws, not to conflict with International regulations, but to specifically localize some of the general articles and regulations set forth therein.

## OBJECT AND PURPOSES

**Section 1.** The object of this Local Union shall be:

To engage in organizing unorganized workmen and to provide services to those who are organized;

To secure adequate wages, hours, working conditions and other economic advantages through organization, negotiations and collective bargaining, through advancement of our standing in the labor movement through legal and economic means and other lawful methods;

To provide educational advancement and training for employees, members and officers;

To safeguard, advance and promote the principle of free collective bargaining;

To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social and other activities which further the interests of this organization and its membership, directly and indirectly;

To provide assistance, financial, moral or other to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization;

To engage in community activities which will advance the interests of this organization and its members in the community and in the nation, directly and indirectly;

To protect and preserve the Union as an institution and to perform its legal and contractual obligations;

To carry out the objectives of the International Union as an affiliate thereof and its duties as such an affiliate;

To receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in this Constitution and the International Constitution and for such additional purposes and objectives not inconsistent therewith as will further the interests of this organization and its members directly or indirectly; and

To educate its members, members of sister labor organizations, the public generally, and employers of the importance and benefits of labor organizations; to educate the foregoing in matters of political action, and to assist its members and others in any matters which bear a reasonable relation to the wages, hours and working conditions of members, and the economic and political conditions of families of members.

The following meetings and functions may be attended by the Officers and Delegates who have been duly elected. A report will be given to the membership at the next regular meeting.

1. Funerals of members;
2. Western States Business Manager, Agents meetings;
3. Western States Conference (up to allowable delegates);
4. International Business Manager, Agent, Presidents meeting;
5. Pension Trust meetings;
6. Health and Welfare meetings;
7. Labor Management meetings, local and regional;
8. State and local Building Trades meetings and conventions;
9. State AFL-CIO meetings and conventions;
10. International General Convention (every five years); and
11. International, WSC and local Apprentice Competitions.

**Section 2.** Because of the breadth of purpose in economic, political, educational and social objectives, as set forth above, and as this organization may establish additional activities from time to time, we hereby determine and assert that the participation of this labor organization, individually, and with other organizations, in the pursuit and attainment of such objectives, are for the benefit of this organization and its members.

## ARTICLE I - MEMBERSHIP

**Section 1.** The qualifications and requirement for membership as Mechanics and Apprentices in this local Union shall be as provided in the Constitution and Bylaws of the International Association.

**Section 2.** An applicant for apprenticeship shall comply with the standards of the Apprenticeship Program.

### Section 3.

- a) The Local Union shall grant Apprentice membership on January 1st and/or July 1<sup>st</sup> unless other wise directed by the JATC, to those recommended applicants who have met all of the requirements of the Joint Apprenticeship and Training Committee and the Heat & Frost Insulators & Allied Workers International Constitution, provided eligible candidates are available.

Those applicants who have attained ninety (90) or more working days experience prior to January 1st will be enrolled for training at the regular meeting in January, unless other wise directed by the JATC.

Those applicants who have attained ninety (90) or more working days experience prior to July 1st will be enrolled for training at the regular meeting in July, unless otherwise directed by the JATC. All applicants, while attaining work experience, will be referred to as Temporary Employees.

- b) The current total Initiation Fee is five hundred dollars (\$500.00). Those who have met these requirements of membership shall pay one-half (1/2) of the current initiation fee (\$250.00) plus the cost of an identification card of ten dollars (\$10.00), within thirty (30) days of initiation. The remaining one-half (1/2) of the initiation fee (\$250.00), plus the cost of an identification card of ten dollars (\$10.00), is payable within thirty (30) days of his/her achieving Mechanic status. Failure to pay Initiation Fees in the allotted time shall be subject to suspension, followed by lapsing of membership.

- c) All members residing within one hundred (100) miles of the Union office are to attend a minimum of one regularly scheduled Union meeting per quarter beginning January 1, 2010. Failure to attend at least one meeting per quarter will result in a \$50.00 fine per each quarter missed. Failure to attend any meetings in the year will result in a \$250.00 fine; these amounts are set if you pay prior to trial. If the fine is not paid prior to trial then an additional \$50.00 will be added to the meeting fine, if found guilty. Fines will be due and payable as outlined in the International Constitution and Bylaws. Each fine collected shall be deposited into the US Fund. All Members residing more than 100 miles from the Union office shall be required to attend at least 2 meetings per year. Failure to attend one meeting shall result in a \$50 fine. Failure to attend both meetings shall result in a \$125 fine. The Union will make every effort to hold at least two meetings per year in the Medford area; however, failure by the Union to hold meetings in the Medford area does not waive the responsibility of the members to attend the required meetings. Members on traveler shall be exempt from their required attendance only in the quarter in which they are on traveler.
- d) Members in good standing with Local 36 that become Superintendent for Signatory Contractors of the Union may choose not to go on withdrawal. These members will be required to pay all Dues and Assessments but no Superintendent may attend Local Union Meetings or vote in local Union Elections.
- e) When an active member in good standing of Local 36 leaves to actively serve in the United States Military, upon his/her return, he/she shall have the option to return to his/her employer or be placed to the top of the out of work list.

**Section 4.** Union vote on traveler transfers shall be held only in December or July at the regular Union meetings, providing letters of request to transfer are in the Union office one (1) month prior to the meeting.

## ARTICLE II - DUES

**Section 1.** Union dues shall be payable at the rate of 7.00% of the total wage and fringe benefit package for all hours worked. This may only be adjusted by a vote of the body with due and proper notice. The dues will be divided into the General fund and the US Fund, in a prudent manner as determined by the Trustees after conferring with the Executive Board and the US Fund Committee. An adjustment to the percentages to each fund may be considered if deemed necessary and prudent, by the above-mentioned committees. The minimum monthly dues rate is \$40.00.

**Section 2.** The dues check-off system pays per capita taxes, International assessments, life insurance, office operating expenses and US fund contributions, while an active member, and Insulators Journal subscription whether an active member or retiree.

**Section 3.** While on traveling card, dues shall be \$40.00 per month plus all assessments.

**Section 4.** Any member who is disabled by a doctor's decree and is receiving no compensation from any source shall have his/her International per capita tax and minimum dues paid by Local 36 for a maximum of one (1) year.

**Section 5.** Any member on active military duty will have his/her International Percapita paid by the local Union as well as any minimum dues and assessments.

**Section 6.** Additional non check-off dues shall be considered if endorsed by Local 36 Trustees and accepted by a change in Bylaws through Local 36 action after due and proper notification.

## ARTICLE III - ELECTION OF OFFICERS

**Section 1.** Nominations for Local 36 Union officers shall be held at the regular Union meeting in November of each year. Election of officers shall be held by secret ballot on Friday in December of the same year, the exact Friday to be determined by the membership at the close of nominations at the regular meeting in November, but in no event to be held less than twenty-eight (28) days after the nomination meeting (exclusive of the day of said meeting). At least fifteen (15) days written notice or in the Local 36 Newsletter (official publication) shall be given each member at his/her last known address of the date, time and place set for nominations. There will be a special notice prior to election in writing or in the Local 36 Newsletter as to the date, time and place for election of officers with a listing of candidates for each office.

**Section 2.** All candidates for Union offices and committees must comply with the International Constitution and Bylaws regarding nominations and election of officers. All candidates must be eligible at the time of nominations.

**Section 3.** In the event the work in Local 36's jurisdiction becomes a burden to the Business Manager to the point that he/she cannot effectively respond to all the duties of his/her office, he/she shall report this to the Executive Board, the Trustees and Recording Secretary, who shall immediately investigate the matter with the Business Manager and together determine if a Business Agent is justified. They shall together with the Business Manager submit their recommendations for electing a Business Agent to the Local 36 body for action at a special Union meeting called for this purpose.

**Section 4.** The pay and allowance for Business Agent shall be in accordance with Article V, Section 3, Paragraph (b) of the Local 36 Constitution and Bylaws.

**Section 5.** The elective officers of Local 36 shall be:

**President;** three (3) years

**Vice President;** three (3) years

**Recording Secretary;** one (1) year

**Business Manager;** three (3) years

**Business Agent;** three (3) years

**Sergeant-At-Arms** (to be appointed at the beginning of each Union meeting)

**Treasurer;** one (1) year

**An Executive Board** of five (5) members; a staggered two (2) year term beginning January 1, 2009.

**A Board of Trustees** of three (3) members; one (1) elected each year for a three (3) year term.

**An Apprenticeship Committee** of three (3) members; one (1) elected each year for a three (3) year term.

NOTE: Included in the office of Business Manager, are the office of Corresponding Secretary and Financial Secretary.

**Section 6.** The President, Vice President, Business Manager/Agent, Trustees and Apprenticeship Committee members shall be elected for three (3) year terms; Executive Board shall be elected for a two (2) year term; all other officers shall be elected annually.

**Section 7.** An election committee shall be appointed by the President no less than thirty (30) days prior to nominations to implement the election rules.

**Section 8.** Traveling members will receive notice of election in accordance with International Constitution and Bylaws. Their eligibility to vote in Local 36 Union elections must conform with the International Constitution and Bylaws.

#### **ARTICLE IV - DUTIES OF UNION OFFICERS**

The duties of the officers of Local 36 are provided in the Constitution of the International Union with the following additions:

##### **Executive Board**

The local Union shall elect an Executive Board consisting of five (5) members, three (3) of whom shall constitute a quorum. The local Union Vice President shall act as Chairman. The President, Business Manager and Business Agent, and all full-time officers of Local 36 shall not be eligible for membership on this Board, but shall be in attendance. It shall recommend to the membership such action as it deems advisable.

##### **Joint Hiring and Grievance Committee**

The Local 36 Executive Board shall act as the Union representatives on the Joint Hiring and Grievance Committee. The Executive Board shall determine which three (3) of its members shall attend given Joint Hiring and Grievance Committee meetings to assure Union impartiality. These members shall join with the employer group as the total membership of the joint committee.

The duties of this committee shall be:

- a) To investigate and impartially judge evidence and testimony regarding any dispute or grievance regarding hiring and/or employment.
- b) To review hiring records periodically to determine conformity of operation.

##### **Board of Trustees**

All proposed new appropriations shall be referred to the elected Union Board of Trustees for recommendation before being voted upon by the membership. The Board of Trustees shall examine the yearly audit as presented by a designated Certified Public Accountant. The Board of Trustees shall supervise all local Union trust funds. The Chairman of the Local 36 Board of Trustees shall be the senior member. (The senior member is defined as the officer in the 3<sup>rd</sup> year of his/her term of office) The Board of Trustees shall establish a regular schedule for their meetings.

##### **Trade Board**

The Joint Trade Board shall consist of three (3) employer members and three (3) Local 36 Union members. The three (3) members of the Local shall be appointed in accordance with Article XXI, Section 1 of the International Constitution and Bylaws "in the following order: president, business manager, and other business agents, if any, vice presidents, secretaries and executive board members."

## Negotiation Committee

The Negotiating Committee shall be comprised of Trade Board members, as follows in order of President, Business Manager, other Business Agents, if any, Vice Presidents, Secretaries and the Executive Board who shall assist in negotiations.

## Job Stewards

When on the job alone, the Mechanic member shall act as Steward.

Job Stewards may be designated on any operation when in the opinion of the Business Manager or Business Agent it is warranted. They shall be appointed by the Business Manager/Agent. They will make no official decisions, but will report any conditions to the Business Manager/Agent which they feel are warranted and perform such other duties as are assigned by the Business Manager/Agent.

Appointed Job Stewards must be credentialed by the Business Manager/Agent at the time they are appointed, and given a portfolio which contains the Master Agreement, the International Constitution and Bylaws, the Local 36 Bylaws, and the Code of Workmanship.

An appointed Job Steward shall represent the crew of one (1) employer on a job site.

## Local Committee Members

Any committee members serving on committees other than those listed in the Constitution and Bylaws shall be appointed by the presiding officer at a meeting of the local Union, unless contested by the membership attending that meeting. The first person named shall act as temporary Chairman until another is selected.

## Officers Obligations

Any officer who, without good cause, fails to attend three (3) consecutive regularly scheduled meetings for the office/committee to which they have been elected, shall have their office declared vacant and their successor shall be elected or appointed by special nominations and elections.

## ARTICLE V - ALLOWANCE, EXPENSES AND BENEFITS

**Section 1.** The nature of the activities of this local Union are such that the officers, representatives and key administrative employees must participate in cultural, civic, political, fraternal and educational activities in addition to their specifically assigned duties. In that such activities benefit the local Union and its members, the officers, representatives and key administrative employees must be considered to be on continuous call. Any two (2) of the following three (3): President, Financial Secretary and Treasurer, shall be empowered and directed, subject to the approval of the membership, to:

- a) Provide such regular expense allowance to officers, representatives and employees as may be determined.
- b) Pay the expenses, either by reimbursement or directly, of officers, representatives and employees incurred in connection with the activities of the local Union.
- c) Pay the expenses, either by reimbursement or directly, of officers, representatives and employees for authorized trips outside of the territory of the local Union.

- d) Union officers (BM, BA, President, Vice President, Executive Board members, Trustee members and US Fund members) attending Union meetings (Such as Negotiations, Union Meetings, Executive Board meetings, Trustee meetings and US Fund meetings) that require their attendance, and continue beyond the normal work day, shall be provided, or reimbursed for a reasonable meal during or after the meeting.
- e) Delegates duly elected by the Union body to attend conference meeting shall have any lost wages and benefits paid as outlined in the current Collective Bargaining Agreement (CBA).

## **Section 2. Local 36 Auto Policies**

- a) The Union will provide automotive transportation to fulltime officers, representatives and employees, either in the form of an allowance or the furnishing of a leased or Union-owned car, as the membership may decide, and provide maintenance therefore. The Business Manager/Financial Secretary, when authorized by the membership, is empowered to sell exchange or lease automobiles, or arrange financing on behalf of the local Union
- b) The Union shall have a written policy regarding Union owned and leased automobiles.
- c) If the officer chooses a policy to be provided with a Union owned automobile, the union will establish an Automobile Fund, amount to be determined by the Trustees. This will provide a bank for the replacement of automobiles as needed. The Union will place a limit on the amount it will pay for automobiles used by Union officers in carrying out their duties for the Union. Effective June 1, 2007 the maximum price that the Union will pay toward the purchase of any automobile will be \$30,000; this amount will be adjusted for inflation as deemed necessary by the Trustees.
- d) Vehicles should be replaced at a time to maintain highest possible resale value, or before it reaches a total mileage count of 120,000 miles.
- e) The Union will provide automobile insurance for the Business Manager/Agent with a \$1,000,000.00 liability to be reviewed by Local 36 Trustees not less than on an annual basis.
- f) Car mileage determined by mileage in current Master Agreement.

## **Section 3. Current allowance for the Business Manager/Agent:**

- a) Per-diem outside the city is equal to per-diem in current Master Agreement (outer zone). Any additional justified expense to be reported on expense account and submitted to the Trustees for approval then submitted to the Union body for final approval.
- b) Pay: Business Agent pay is to be the same as Foreman wage rate, as outlined in the current CBA and paid on the basis of a full fifty-two (52) weeks per year plus fringe benefits as out lined in the current CBA. Due to the continuous on-call nature of their employment the above is considered to be fair compensation due.
- c) Business Manager's pay is to be the same as General Foreman's scale, as out lined in the current CBA and paid on the basis of a full fifty-two (52) Weeks per year plus fringe benefits as outlined in the current CBA. Due to the continuous on-call nature of their employment the above is considered to be fair compensation due.
- d) Included in the 52 week period there will be time allowed for Personal Time Off (PTO) in the amount of (10) days per year. If time is not used it will not roll over to the following year.



- e) Conference delegates are to receive, in advance, per diem as outlined in Zone 4, (outer zone) (any additional advancement must be approved by the trustees) of the CBA, not to exceed the number of days of the seminar or conference in session plus two travel days. Additional day's expenses shall be reimbursable if the seminar or conference does not conclude in reasonable time to return home or the delegate thereby qualifies for a reduced air fair. Any additional justified expenses are to be reported on expense form(s) within 30 days of the conference or meeting and submitted to the Trustees, then referred to the Union body for final approval.

**Section 4. Political Action Committee will be established to distribute funds.**

- a) The Political Action Fund is funded by members' contributions at the maximum amount of \$.04 per hour through a dues check-off.
- b) The Union body shall be advised by the Political Committee as to the distribution of funds.
- c) The Political Action Fund and Committee will comply with all Federal, State, and Local Laws.
- d) If a member decides not to contribute to the Political Action Fund, he/she can meet with the Political Action Committee and the Executive Board to discuss which charity their contribution is to be donated to.

**ARTICLE VI - TRIALS AND FINES**

**Section 1.** All trials of officers and members of the local Union shall be conducted in accordance with the provisions of the Constitution and Bylaws of the International Association and the Constitution and Bylaws of this local Union.

**Section 2.** Officers and members may be tried upon any offense specified in the Constitution and Bylaws of the International Association and the Constitution and Bylaws of this local Union.

**Section 3.** In addition to offenses specified by the International Association, officers and members of this local Union may be tried for the following offenses:

- a) Any member who works for, or accepts, more or less than the scale of wages except for where contracts or addendum's of contracts permit, transportation, and room and board, or who fails to turn in his/her overtime, the correct amount of hours, transportation, room and board, and demand payment for same shall, upon conviction, be fined.
- b) Any member divulging information concerning the confidential affairs of Local 36 to persons not entitled to such information shall, upon conviction, be fined.
- c) Any member violating the Code of Workmanship, upon conviction, shall be fined.
- d) No member shall engage in dual Unionism or espouse dual Unionism or disaffiliation in the course of any meeting, or slander or libel the local Union or its members or officers, or be a party to any activity to secure the dis-establishment of the local Union as a collective bargaining agent for any employees. Any member, upon conviction of violation of this subsection, shall be fined.
- e) Any member convicted of using his/her automobile to transport an employer's insulating material, without permission form the business office of the local Union, shall be fined.

- f) Any dues-paying person cited to appear before the Executive Board is subject to a fine, upon conviction, for non-appearance.
- g) Any member not appearing for a scheduled trial shall constitute a waiver of appearance, and the charges shall be disposed of just as though he/she were present.
- h) Any member convicted of soliciting his/her own job shall be fined.
- i) Any member convicted of contracting, subcontracting, lump work or piecework, shall be fined.
- j) Any dues-paying person shall not lease, loan or rent his/her own personal equipment to a contractor or employer. Said act is subject to a fine.
- k) It shall be a finable offense if found guilty of signing in the official signing book for any one other than oneself.
- l) It shall be a finable offense upon conviction for carrying a firearm at any Local 36 Union function such as Union Meetings in the Union office or Apprenticeship School.
- m) Any member found guilty of any of the above violations will be fined.

## ARTICLE VII - MEETINGS

**Section 1.** Regular local Union meetings shall be held monthly, October through April on the second Friday of each month and shall be called to order at 7:00pm.; from May through September, on the second Thursday of each month and shall be called to order at 7:00pm, or as soon thereafter as a quorum is present. If there is no quorum by 7:30pm, the meeting shall be canceled after roll call of Apprentices.

**Section 2.** Special meetings shall be called as specified by the Constitution and Bylaws of the International Association. A reasonable notice, in writing, of such special meetings shall be given to the membership, specifying the business to be brought before such a meeting; and only such business so specified shall be considered at the meeting.

**Section 3.** Seven (7) members shall constitute a quorum and are qualified to transact any business law-fully brought before the local Union.

**Section 4.** The attendance at all regular and special Union meetings shall be kept by the Recording Secretary or designated Sergeant of Arms and kept in the designated membership logbook.

**Section 5.** Members in attendance at meetings shall have the right to express their views, arguments or opinions upon any business properly presented at the meeting.

## ARTICLE VIII - GENERAL RULES

**Section 1.** Dues books, working cards, and all printed matter issued to members shall remain the property of the local Union and the same shall be surrendered to the local Union whenever the holder thereof is ordered to do so.

**Section 2.** Notification of changes of address should be forwarded immediately to the office of the local Union. Notices sent to the last recorded address shall be deemed legal and sufficient notice.

**Section 3.** Local 36 shall maintain group life insurance coverage for its members. The amount of coverage shall be determined, and from time to time, may be changed by a majority vote of the membership present at a regularly scheduled meeting of the local Union after written notice has been properly sent to all members. Upon the death of a member whose life insurance premiums are paid to date, the benefit shall be paid to the beneficiary of record.

Should an active member of Local 36 die, and time permits for a general membership notice prior to the funeral, all members shall cease to work within the first three (3) zones for four (4) hours on the day of the funeral. In the event an individual works said four (4) hours, his/her pay for that four (4) hours shall be donated to the heirs of the deceased. Should a retired member or withdrawal member die, the Union office shall make every effort to inform the members as soon as possible.

**Section 4.** In the interest of health, safety and trade image, all Mechanics and Apprentices shall wear protective clothing and use proper equipment. All Mechanics and Apprentices shall have the proper tools needed to perform the work.

## ARTICLE IX - RULES OF ORDER

**Section 1.** When the Chairman has called the meeting to order, there shall be perfect silence.

**Section 2.** The Chairman shall preserve order and announce the decisions of the chair on all subjects. He/she shall decide all questions of order without debate, but subject to appeal by the body.

**Section 3.** When an appeal from the decision of the chair is taken, the Vice President shall put the question as follows: "Shall the decision of the chair be sustained?"

**Section 4.** No member having the floor shall be interrupted while speaking, except on a call to order or for the purpose of an explanation.

**Section 5.** A member called on a point of order shall take his/her seat until the point has been decided.

**Section 6.** Members, when speaking, shall stand and address the chair, confine themselves to the question under discussion, and avoid personalities and indecorous language.

**Section 7.** If two (2) or more members rise to speak at once, the chair shall decide which is entitled to the floor.

**Section 8.** A question is not debatable until it has been seconded and stated by the chair.

**Section 9.** Before putting the question, the chair shall ask, "Are you ready for the question?" and if no one rises to speak, he/she shall put the question. After this, no member is permitted to speak on this question.

**Section 10.** When the chair is putting a question or addressing the membership, silence shall be observed.

**Section 11.** A member having spoken on a question is not eligible to speak again on this question until all other members, who wish, have spoken.

**Section 12.** Any member can call for a division of a question when the sense permits it. When a question is before the house, no motion shall be in order, except the previous question, to lie on the table, to postpone indefinitely, to postpone for a time, or to commit or amend, which motion shall have preference in the order here arranged.

**Section 13.** When a motion for the previous question has been passed, no further debate or amendments are in order, and only previous amendments and the question can be voted upon.

**Section 14.** Robert's Rules of Order shall govern all questions not provided for in the above Rules of Order.

## **ARTICLE X - HIRING HALL POLICY**

### **Section 1.**

- a) The Union shall maintain open and non-discriminatory lists for employment of applicants.
- b) All applicants must register, in writing for employment with the Union in order to be available for referral.
- c) A worker, before referral by the Union shall be available for work which is defined for purposes of the Constitution to mean that the registrant is on the "Available for Work" list.
- d) A member, who without good cause rejects two (2) referrals in a calendar month, shall be removed from the "Available for Work" list.
- e) A member, in order to be available for referral, must again register for employment on the "Available for Work" list.

## **ARTICLE XI - DEFINITIONS AND CLARIFICATION'S OF HIRING AND DISPATCH RULES**

**Section 1.** Since the regular office hours are from 8:00 a.m. to 4:30 p.m., a person receiving a call for work outside of those hours and who refuses that call for work shall not be considered to have turned down a job.

**Section 2.** A person "called out by name" by the employer from any position other than top of the list may refuse that call without being considered to have turned down a job.

**Section 3.** Response time: Keep in mind that to maintain our hiring as it is, this is an "Available for Work" list. When you are called for work the Union office needs a yes or no response in order to make the job available for the next person; if you are not available the next person will be called.

**Section 4.** Members living or vacationing more than 50 miles from the office may send a letter, e-mail or fax requesting they be placed back on the "Available for Work" list.

**Section 5.** Employees or job applicants shall be entered on the appropriate A, AA, B, C, D, E or F "Available for Work" lists in the order in which they register at the hiring hall and shall advance on each list as those with prior registration are referred. An employee shall be removed from the "Available for Work" list maintained by the Union for any one of the following reasons:

- a) The employee is referred to a shop and fails to report to the shop within the day of referral.
- b) The employee, on at least two (2) occasions during a workweek is not available for work.

- c) A referred employee who accepts a job of ten days duration, or less, shall retain his/her place on the list. Employees who accept two (2) such jobs shall be removed from the "Available for Work" list. An employee shall have the right to reject a second short-call of ten (10) days duration or less and maintain their position on the list.
- d) A member, who without good cause rejects more than one referral, shall be removed from the "Available for Work" list.
- e) If any of the above events occur, the employee, in order to be again available for referral must again register for employment on the "Available for Work" list.

**Section 6.** Any Local 36 member returning from active military service will have the option to return to work for their last employer, or be placed as number one (1) on the "Available for Work" list.

## ARTICLE XII – PICKETING POLICY

Each active member belonging to Local 36 shall be indebted to serve informational picket, observer, or hand-billing duty at the request of the Union office; members will be called on a rotational basis. A Picket Roster will be made dividing members into groups; each group will be assigned to be on call for one month during a calendar year. The Roster will be mailed to each member yearly. When a member is unable to fulfill their obligations, there will be an assessment of \$75.00 per each instance payable within seven (7) calendar days to the Union office, subject to penalties as per the Constitution and Bylaws for failure to pay assessments. When a member is unable to fulfill their obligations, the Union will first go to the "Available for Work" list, and then will resort to whatever means necessary to fulfill the needs of the Union. Those members will be paid \$75 in the form of expenses by the Union. Failure to answer your phone is not a legitimate excuse for missing your call to duty. Members going on vacation when they are scheduled for duty must notify the Union office in advance and arrange for their own substitute. Members physically unable to man their duty must provide written doctors proof which the Executive Board will review. The Union office will do all in its power to arrange for duty assignments that are most accommodating to the members location, however, if that is not possible then your responsibility remains the same.

## ARTICLE XIII - AMENDMENTS

### Section 1.

This Constitution and Bylaws of Local 36 may be amended by a two-thirds (2/3) vote of the members present at one (1) regular Union meeting only after all of the following conditions have been met:

- a) The proposed changes or amendments shall be submitted in written form to the Executive Board in September of each year to determine if the amendment has merit, is warranted, and legal.
- b) In October and November of the same year there will be a reading of the proposed amendment.
- c) The proposed amendment cannot be changed from one meeting to another.
- d) In November the membership will be notified by due and proper notification that there will be a vote to amend the Bylaws at the December meeting along with a copy of the amendment.

- e) This Constitution and Bylaws shall be revised as needed and shall comply with the International Constitution and Bylaws. Any portion found to be contrary to the International Constitution and Bylaws shall be deemed invalid and substitute language shall be adopted immediately, if needed.

Dated this 3rd day of October in the year 2009. **AMENDED ON OCTOBER 10, 2010**

As agreed to and amended by the Local 36 Union Body and the following Local 36 Officers:

\_\_\_\_\_  
Stan C. Danielson, Local 36 Business Manager

\_\_\_\_\_  
Alan H. Davis, Local 36 Business Agent

\_\_\_\_\_  
Mike Grier, Local 36 President

\_\_\_\_\_  
Mark Danielson, Local 36 Vice President

\_\_\_\_\_  
Tom Schmitt, E-Board Member

\_\_\_\_\_  
Levell Sneed, E-Board Member

\_\_\_\_\_  
Mark Ruple, E-Board Member

\_\_\_\_\_  
Ron Rieman, E-Board Member

\_\_\_\_\_  
Gabriel Nunez, E-Board Member

\_\_\_\_\_  
Wayne W. McLain, Trustee Member

\_\_\_\_\_  
Greg Markowski, Trustee Member

\_\_\_\_\_  
Aurelio Delatorre Jr., Trustee Member