

# CONSTITUTION and BYLAWS



**of Local Union No. 500**

**of the**

**Operative Plasterers' and Cement Masons'  
International Association of the  
United States and Canada, AFL-CIO**

**Revised August 28, 2017**

**IF YOU WANT A VOICE AND VOTE  
ON ANY MATTER AFFECTING  
THE AFFAIRS OF THIS LOCAL UNION,**

**YOU MUST BE IN GOOD STANDING!**

**TO BE IN GOOD STANDING, YOUR DUES  
MUST NOT BE MORE THAN  
TWO MONTHS IN ARREARS!**

**KEEP YOUR LOCAL UNION'S  
FINANCIAL OBLIGATIONS CURRENT  
BY KEEPING YOUR DUES PAYMENTS CURRENT**

**LOCAL UNION  
CONSTITUTION AND BYLAWS**

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## PREAMBLE

The aspirations of this Local Union are to construct an organization that shall serve the best interests of all its members and stand as a befitting and recognized monument of the International Association affiliated therewith.

The goals of the International Association and this Local Union are to protect their members from unjust and injurious competition, as well as protect and promote our crafts' interests through unity of action. To secure the unity of action necessary to accomplish our mutual objectives, the International Association and the Local Union have the additional objective of thoroughly organizing those workers employed at our crafts.

As an earnest proof that we entertain a true sense of our obligation, interest and duties toward one another, each member should make himself familiar with the laws herein contained, that he may avoid imposing upon the same, and also be prepared to use his influence on those who do not as yet belong to this Association, or any trade union, but whose only reason for not belonging to it is that the benefits offered have never been fully explained to them.

For the successful accomplishment of the ends desired by this Local Union, and for the due regulation of business connected therewith, this Constitution and Bylaws is hereby framed.

## ARTICLE 1

### Order of Business

The order of business at local union meetings shall be as follows:

1. Meeting Called to Order
2. Roll Call of Officers
3. Examination of Cards
4. Reading of Minutes of Previous Meeting
5. Report of Stewards
6. Initiation of New Members
7. Communications and Bills
8. Reports of Committees, Delegates, Business Manager and Business Agents
9. Unfinished Business
10. Installation of New Officers
11. New Business
12. Reports of Financial Secretary
13. Good and Welfare
14. Adjournment

## ARTICLE 2

### Title

**Sec. A.** This organization shall be known as subordinate Local Union No. 500 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, AFL-CIO. The Local Union's office shall be located at 1605 N. Susan Street, Santa Ana, California, 92703.

**Sec. B.** The regular meetings of this Local Union shall be held on the 2<sup>nd</sup> Thursday of the month at 7:00 pm. Six (6) members shall constitute a quorum to transact business in compliance with Article 9, Section 3(A) of the International Constitution. Special called meetings may be scheduled with fifteen (15) days written notice by either the Local Union's Business Manager/Financial Secretary or the Local Union's Executive Board, except for special called meetings regarding contract negotiations, which may be scheduled after providing adequate notice.

## ARTICLE 3

### Objects

The objects of this Union shall be to encourage a high standard of skill among its members, thus providing the trade with competent workers; to obtain and maintain a fair standard of wages; to assist each other in securing employment; to protect the jurisdiction of the trade; to thoroughly organize the unorganized working at our crafts for mutual benefit, protection and general well-being; and to advance and elevate the moral, intellectual, social and financial condition of all its members.

## ARTICLE 4

### Membership and Initiation

**Sec. A.** Each applicant for membership shall complete the application for membership as journeyman or apprentice on forms to be furnished by the General Secretary-Treasurer of the International Association.

**Sec. B.** The applicant must clearly set forth the primary classification in which he claims to be skilled as Plasterer, Cement Mason or Shop Hand. In addition, the applicant may set forth any subclassification covering work coming within the jurisdiction of the International Association (such as Restoration Worker or Fireproofers) in which he is skilled and which has been recognized by the General Executive Board.

**Sec. C.** This Union shall test the qualifications and mechanical ability of each applicant for membership in the Local and the International Association. To this end, the Business Manager may appoint a Committee to investigate the abilities and qualifications of each applicant. Upon a determination that the applicant is qualified, the applicant shall be placed on the rolls of this Local Union and International Association, provided however, that the applicant first takes or signs the oath of obligation.

**Sec. D.** The regular initiation fee for a new member shall be whatever this Union may determine from time to time by secret ballot at a special meeting subject to the approval of the General Executive Board.

**Sec. E.** New members shall be required to pay a \$75.00 Search for Record Fee and Registration to the International Association. The \$75 fee shall be paid at the time of application.

**Sec. F.** Recognizing the duty to organize the unorganized, this Union may accept for submission to the International General Executive Board's approval, applications for membership from workers not traditionally associated with the craft of Plasterer, Cement Mason or Shop Hand. In such instances, the General Executive Board shall have full authority, at its sole discretion, to establish new classifications and to alter or modify initiation fees, dues and obligations for such classifications as provided in the International Constitution.

**Sec. G.** All journeymen and apprentice members of the International Association who have been members for at least one year, who enter into active military service of the United States or Canada or who, while in the reserve or similar military status are serving a period of active duty, while in good standing, shall be carried in good standing by the International Association until thirty days after their discharge from active military service or until the end of active military service, whichever occurs first; or in the case of members in the reserve or similar military status, until thirty days after the end of the period of active duty. Such members shall not be required to pay any Local or International assessments unless the General Executive Board specifically requires payment by such members. The member must notify the International when he enters active military status or are required to serve a period of active duty, and when they are discharged or when the period of active duty ends. If the member fails to provide the notice, the member shall not receive the benefit of this section.

## ARTICLE 5

### Obligation

**Sec. A.** I, \_\_\_\_\_, promise and pledge my word of honor that I am familiar with the laws and Constitution of the International Association and of this Local Union and that I will not perform any acts in any way prejudicial to the best interests of the International Association, but will endeavor at all times to promote the International Association's prosperity and usefulness. I agree to remain loyal and true to the principles and policies and to be governed by the Constitution, by-laws and ritual of the International Association, and the Local Union, in any and all matters that now or may hereafter be included therein. I further promise and swear that I am not a member of any organization advocating the overthrow by force and violence of the Government of the United States (or Canada). I take this obligation voluntarily, without any mental reservation, and I will, to the best of my ability, faithfully meet all obligations and discharge of my duties as a member of this Association which I am about to enter, so help me God.

### No False Applications

**Sec. B.** Anyone who shall certify falsely to any statement of fact or give any misleading answer on any of the membership application forms shall be disciplined up to and including expulsion from membership upon evidence of such false pretense, fraud or misrepresentation.

## ARTICLE 6

### Nomination and Election of Officers

**Sec. A.** The elected officers of this Local Union shall consist of a (1) Business Manager, (1) President, (1) Vice President, (1) Recording Secretary (1) Sergeant at Arms, and (5) Executive Board Members in accordance with Article 15 of the International Constitution. The primary officer of the Local shall be designated as the Business Manager. Should the Financial Secretary/Business Manager determine that the Local Union requires the services of additional representatives, and should the Financial Secretary/Business Manager determine that there are sufficient Local Union finances, the Financial Secretary/Business Manager may, in his or her discretion, may appoint additional representatives of the Local Union as Aat will@ employees. Officers salaries are to be announced at Nomination and can be adjusted in Mid-term with the approval of the Local Executive Board and the membership.

### Eligibility

**Sec. B.** A member of this union shall be eligible to hold an office in the local union if he satisfies all the following criteria:

(1) The member must be a journeyman member of the International Association.

(2) The member cannot be affiliated with any political party advocating the overthrow of the United States or Canadian government by force or by any illegal or unconstitutional methods.

(3) The member must have been in good standing in the Local Union for a period of 12 months immediately preceding the date of the nomination meeting, provided that the members of Local Unions which have been chartered within 12 months before the election date need only be in good standing for as long as the Local Union had been chartered. A member shall be considered to be in good standing if at no time in the twelve months preceding the date of the nomination meeting he owed more than two months local dues, working dues or local assessments to the Local Union and/or working dues or international assessments to the International Association including any financial obligations owed for the month in which the nomination meeting is held.

(4) The member must be actively employed at the craft within the jurisdiction of his Local Union for a period of twelve (12) months prior to the date of the nomination meeting. For purposes of this section "active employment at the craft" shall also include periods of time during which the journeyman member is employed by, or serves as an elected or appointed officer/administrator of, the International Association, State or Provincial Conferences, District Councils, Local Unions and/or related organizations including trust funds, as well as periods of time during which the journeyman member serves in the capacity as a trainer or instructor in the craft.

(5) To be eligible for election to Local Union office, a candidate must not have deposited a travel card into another Local Union of the International Association unless he subsequently redeposited his travel card in his home Local Union within 6 months of the date on which the travel card was issued and at least 30 days before the date of nomination.

(6) The member must not have dual membership in a rival labor organization or serve as an officer, agent, or employee of a rival labor organization. Retired or inactive members in good standing shall be restricted from eligibility for nomination and election to the following offices: Financial Secretary/Business Manager. For purposes of this section, retired shall not include a member in good standing who is eligible and receives a 50/30 pension which allows a member to receive a full pension and remain in active covered employment.

**Sec. C.** The Business Manager, Financial Secretary, Business Agents and Organizers must have a valid driver's license and adequate automobile insurance and maintain said license and insurance during his term of office in order to be eligible to hold and maintain his office. All officers and representatives, who utilize personal vehicles for union purposes, must also maintain adequate automobile insurance on their personal vehicles, and documentation of that insurance must be kept on file with the Local Union. The Financial Secretary/Business Manager, Business Agents and Organizers must have a valid driver's license and maintain said license during his term in office in order to be eligible to hold and maintain his local union office. In addition, in order to protect the financial assets of the Local they must have and maintain a good driving record that will permit the local to purchase a minimum of \$500,000.00 liability insurance at a reasonable low risk premium. The Local Union shall be obligated to promptly notify the International Association whenever a loss of driving privileges occurs. When the General President, in his discretion, determines that a reasonable accommodation is appropriate without interference with the duties of the Officer, such accommodation may be allowed by the General President in writing.

All such officers and representatives, who utilize personal vehicles for union purposes, must also maintain adequate automobile insurance on their personal vehicles as recommended by a bona fide insurance broker from time to time, and

documentation of that insurance must be kept on file with the Local Union.

**Sec. D.** Members of the Local who are presently working in the non-union sector of the trade (unless as part of a salting campaign) are ineligible to hold an office in the Local Union.

**Sec. E.** Options with respect to elections for Local Union Officers:

Option #1: Retired or inactive members in good standing shall be eligible for nomination and election to offices other than paid, full-time positions, which are as follows Business Manager/Financial Secretary.

**Sec. F.** Inactive members shall include the following:

Members not working in the trade for the Union and members who are relieved of the obligation to pay Local Union dues.

### **Delegates to the OPCMIA Conventions**

**Sec. G.** Delegates to any Convention of the OPCMIA shall be determined in the following manner:

(1) The Business Manager/Financial Secretary shall serve as a delegate to the Convention by virtue of office. In addition, the following elected Local Union officers shall also serve as delegates to the Convention by virtue of their office: President, Vice President, Recording Secretary, Sergeant at Arms, and Executive Board

The delegates who serve by virtue of office shall not exceed the number of delegates to which the Local Union is entitled under Article 3, Section 2 of the OPCMIA Constitution.

(2) When the number of delegates by virtue of office exceeds the number of delegates to which the Local Union is entitled under the OPCMIA Constitution, the Business Manager shall be the first delegate and all remaining delegates may be selected by drawing lots in lieu of an election in accordance with Article 3, Section 8 of the OPCMIA Constitution. Any delegates not selected shall serve as alternates.

(3) When the number of delegates by virtue of office is less than the number of delegates to which the Local Union is entitled under the OPCMIA Constitution, then the Local Union shall hold nominations and an election for delegates and alternates in accordance with Article 3, Sections 8 and 9 of the Constitution.

**Sec. H.** The nomination and election of delegates shall take place on the same day and, at least 30 days prior to the meeting, the Local Union shall mail a notice setting forth the date, time and place of the nominations and election.

**Sec. I.** Retired members shall be eligible for nomination and election as delegates to any Convention of the OPCMIA.

**Sec. J.** Any challenge or protest to the conduct and validity of the nominations and/or elections of delegates or alternates shall be filed and processed under Article 9 of these Bylaws and Article 18 of the OPCMIA Constitution.

## **ARTICLE 7**

### **Election of Local Union Officers**

**Sec. A.** All Local Union officers shall be elected for a term of three years in a secret ballot election. Nominations of officers for Local Unions shall be held not less than 15 days prior to the date of the election itself. Each member in good standing shall be given notice by mail at his last known address sent at least fifteen days prior to the date of the nomination meeting. The notice shall set forth: 1) the date, place and time of the nomination meeting; 2) the offices which are to be filled (including whether those offices serve as delegates to the Convention by virtue of office); 3) the date, time and place of the election itself; and 4) the date, time and

place of any run-off election, if necessary. All nominations must be made at the nomination meeting. At the nomination meeting and prior to nominations, the salaries of each office to be filled will be announced in accordance with Article 11(M) of this Constitution and Article 15(1)(D) of the International Constitution and noted in the Local Union meeting minutes.

**Sec. B.** At the nomination meeting, but prior to actual nominations, the President shall appoint or cause to be elected an Election Committee of not less than three members (1) for each Area polling place of the Local Union in good standing to conduct the election, and to hear the protests as to eligibility. Prior to the nomination meeting, the Local Executive Board shall determine if the Local Election Committee is to be elected or appointed by the President and noted in the Executive Board minutes. The Election Committee shall supervise and safeguard the secrecy and honesty of the election. They shall prevent nominees from campaigning in the voting room and they shall preserve order and enforce all the election rules. They shall prepare and sign a statement announcing the results of the election. All candidates must be present at the meeting in order to be nominated and agree to serve if elected. If unable to attend, a letter of acceptance must be presented by the member nominating him/her.

**Sec. C. (1)** As candidates are nominated their standing in the local union shall be checked by the Financial Secretary. The Financial Secretary shall have available at the nomination meeting all books and records and other information required to establish the eligibility of each candidate. Should a dispute arise as to whether or not a candidate is in good standing, and if the Financial Secretary's books and records do not clearly establish the candidate's eligibility or ineligibility, then the Election Committee shall determine the eligibility of the nominated candidate.

(2). The election of officers shall be by secret ballot. There shall be no proxy.

(3). The candidate for an office receiving the greatest number of votes shall be declared elected. If there are two or more candidates for a local union office and the top candidates are tied in the initial election, the election committee shall order a rerun election, and in this rerun election, all candidates shall be dropped from the rerun ballot except for the candidates who tied in the initial vote. Elected officers shall be sworn in within seven days of the election.

(4). Where paper ballots are used, and where there are two or more running for office, the names of the candidates shall be listed in order of their nomination.

This local union will elect the amount of delegates required by the Southern California District Council of Plasterers and Cement Masons Constitution and By-Laws. The Financial Secretary/Business Manager, President, Vice President, Recording Secretary, Sergeant at Arms and Executive Board Members will be automatic delegates to the District Council.

**Sec. D.** Nominations and elections may be conducted at a single meeting when a special election is held to fill a vacancy between general elections provided that members are sent at least a fifteen day notice of such nomination/election meeting and provided further that the notice specifically state that both nominations and election will be held at the same meeting. The Financial Secretary/Business Manager shall represent this Union as an accredited delegate to any and all conventions and/or councils, including but not limited to the International Convention. The Delegates not otherwise provided for and Delegates to the International Convention, other than the Financial Secretary/Business Manager, shall be elected at a Special Meeting called for that purpose. Delegates shall not be considered officers, but must meet the same eligibility requirements as officers.

#### **Campaign Literature and Observers**

**Sec. E.** The Financial Secretary shall, upon reasonable notice, arrange for the distribution of any campaign literature, by mail or otherwise, to the membership of the Local Union, provided that each candidate desiring to distribute such literature shall pay the reasonable, estimated costs involved in distributing the literature in advance and the full cost within 30 days after the election. The Financial Secretary/Business Manager, to the extent required by law, shall, upon reasonable notice, make available for inspection by any bona fide candidate the membership list of the Local Union once in thirty days prior to the election date. No candidate shall be permitted by the Financial Secretary/Business Manager to copy any names or address shown on such list. Any such inspection must be made in the presence of the Financial Secretary/Business Manager or someone designated by the Financial Secretary/Business Manager.

**Sec. F.** Each candidate shall have the right to designate a member of the Local Union to act as an observer at the polls and at the counting of the ballots.



## Report

**Sec. G.** The Election Committee shall make a report to the membership of the Local Union and the results of the election at the first union meeting following the election.

## Oath of Obligation of Local Union Officers

**Sec. H.** Before assuming the duties of his office, each elected officer of the Local Union shall take the following pledge:

**Sec. I.** U.S. Local:

I, \_\_\_\_\_, solemnly pledge my word of honor that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; and that I will bear true faith and allegiance without any purpose of evasion or mental reservation, I will perform all duties pertaining to the office to which I have been elected or appointed as provided in the Constitution, and that I will turn over to my successor, when duly qualified, all documents and property of this International Association in my charge.

## ARTICLE 8

### Eligibility to Vote at Local Union Elections

**Sec. A.** No member shall vote at any election of officers unless he has been a member for a period of at least six months prior to date of the election. In addition, no member more than two months in arrears in his union dues including any amount owed for the month in which the election is held shall be allowed to vote in any election.

**Sec. B.** Ten days prior to the election, the Financial Secretary shall prepare a list of all eligible voters for the Election Committee. Each member desiring to vote shall present his dues card prior to the time he votes to determine whether or not the member is in good standing. As each member votes his name shall be checked off the voter eligibility list.

**Sec. C. (1)** Any member whose name does not appear on the voter eligibility list because he owes more than two months union dues, including any amount owed for the month in which the election is held, may nonetheless vote in the election if the member pays sufficient union dues to return to good standing prior to the elections, including the day of the election, and this fact is verified by the Financial Secretary and the Local Union's books and records.

**Sec. C (2)** Drunkenness, or drinking of intoxicating liquors of any kind, during elections, shall not be permitted on union owned property (building and parking lot of the Local) used by the local for the election. Any member in violation of this ruling shall be assessed a fine of Twenty-Five Dollars (\$25.00) where found guilty.

**Sec. C (3)** No write-in candidates are valid. If a ballot is marked in favor of more than the number of candidates to be elected to any office, it shall be void only with respect to such office.

**Sec. D.** Any candidate or observer may challenge the decision of the Election Committee that a voter is eligible or ineligible at the time when the Election Committee makes its decision and before the member has voted. The challenged ballots, if any, shall be set aside: Only if the challenged ballots could affect the outcome of the election shall it be necessary to rule on the challenges made. If there are sufficient number of challenged ballots to affect the results of the election, the challenges shall be investigated further by the Election Committee. The Election Committee shall reach a decision on each challenged ballot before any of the challenged ballots are opened.

**Sec. E.** The use of the term "union dues" in this Article shall include all local monthly dues, local and International working dues, local and International assessments and all fines in accordance with Article 23, Section 1 and Article 34, Section 1 of the International Constitution.

## ARTICLE 9

### Protest of Local Union Elections

**Sec. A.** A protest of the conduct and validity of the local union election or nomination shall be filed with the Election Committee immediately upon the discovery of the grounds of the protest but in no event later than five working days after the date of the election. The Election Committee shall promptly rule on the protest. Pending the Election Committee's ruling on the protest, the candidate with the largest number of votes shall take office unless the General President otherwise determines or directs.

**Sec. B.** An appeal may be taken to the General President from the decision of an Election Committee on any protest. Appeals from an Election Committee's decision must be made within five (5) working days after the date of the decision.

An appeal of an Election Committee's decision shall be made in writing to the General President. A copy of any appeal to the General President must be simultaneously served on the Local Union, for forwarding to the Election Committee. An appeal must clearly and specifically set forth the grounds upon which the protesting member relies. Pending the General President's decision on an appeal, the Local Election Committee's ruling shall remain in effect for all purposes pending the appeal except if the General President otherwise determines or directs.

**Sec. C.** Officers shall be inducted within seven days following the election regardless of the existence or pendency of a protest unless the General President otherwise determines or directs. The induction shall in no way affect or impair a protest or an appeal.

**Sec. D.** Upon receipt of the protest, the General President shall refer it to one of his representatives who shall conduct an investigation and report to the General President. The General President shall then issue a decision, having the right to affirm, reverse, modify or change the decision of the Election Committee or enter any other decision as the facts warrant. The decision of the General President shall be final, binding and conclusive and there shall be no further appeal.

**Sec. E.** Members found guilty, by the local union after notice and trial as provided by this Constitution, of maliciously and in bad faith filing a protest to the conduct and validity of an election or of a nomination shall be assessed and punished accordingly by the Local Union, subject to the appeal provisions of the International Constitution.

## ARTICLE 10

### Local Union Officers and Their Duties

**Sec. A.** The payment of dues and allowances for officers of this Local Union shall be governed by their observance of the following rules: All elected officers must attend at least 75% of the monthly regular meetings per year and observe and discharge all duties pertaining to their respective offices. The only valid excuses for any officer not attending his/her respective meeting or his/her monthly regular meeting shall be absence due to Union business or absence due to illness or any other legitimate excuse considered and in the best interest of the local by the Financial Secretary/Business Manager.

### President

**Sec. B.** The President shall preside at all membership meetings of this Union and conduct the same in accordance with Robert's Rules of Order and common sense; enforce a due observance of Order; enforce a due observance of the Constitution and By-Laws; decide questions of order, subject to appeal to the body by any two members; shall serve on the Executive Board; shall have the right to vote when the vote is by ballot (but not after the tellers have commenced to count the ballots), and in all other cases where the vote could change the result, but cannot vote twice, first to make a tie, and then to give the casting vote; he shall see that all officers perform their respective duties faithfully and impartially; sign all official documents that have been passed upon by the Union; he shall appoint committees ordered by this Union. For failure to perform his duties, the President shall be subject to a fine or removal from office, or both, as the Union may decide. A chairperson of a Local Union meeting may, in order to maintain order and decorum, impose fines upon members who fail or refuse to maintain order with the fines being confined to not exceeding the following schedule:

Twenty (\$20.00) Dollar fine for first offense at a meeting.

Thirty (\$30.00) Dollar fine for second offense at a meeting.

Fifty (\$50.00) Dollar fine for third offense at a meeting.

With the further provision that the member be denied the right to speak until first paying the penalty imposed, and that after the third offense at a given meeting any further failure to come to order the Chairperson would have the authority to have the offending member removed from the meeting place with the member not being permitted to attend any subsequent meetings until all fines imposed have been paid.

Fines imposed under the provisions of the above paragraph need not be registered at International Headquarters unless the member indicates his intent to appeal the fine at the time it was imposed. He/she shall, by virtue of his/her office, be a delegate to the appropriate Building and Construction Trades Council, the Southern District Council, the State Conference, and the International Convention. It is understood that if the Local Union does not qualify for enough credentials for eligible officers, full time paid officers go first.

#### **The Vice President**

**Sec. C.** The Vice President shall in the absence of the President perform all duties pertaining to the office of President and shall be a member of the Executive Board. For failure to perform his duties, the Vice President shall be subject to a fine or removal from office or both as the Union may decide.

#### **The Recording Secretary**

**Sec. D.** The Recording Secretary shall keep a correct record of each meeting's proceedings; attest with the President all orders on the Financial Secretary-Treasurer authorized by the Union and record the same in the Local's book of records together with the minutes of the meeting. Minutes of local union meetings shall be kept by the Recording Secretary in a bound minute book with the pages prenumbered. The Local's minute books must be kept in the Local's office and may not be removed from the office without prior approval of the Executive Board. He/she shall keep an amendment book and record therein all amendments to the Constitution and By-Laws which he/she shall lend to any committee appointed by the Union to revise same. He shall at the end of his term of office deliver to his successor when duly elected and qualified, all books, papers or other property in his possession, belonging to this Union.

#### **The Business Manager/Financial Secretary**

**Sec. E.** The Financial Secretary shall keep a correct account of the financial standing of all members of the Local Union and receive and account for all monies received or disbursed by the local union.

**Sec. F.** The Financial Secretary shall immediately pay the International working dues and any other miscellaneous assessments as may be provided for to the International Association when the International working dues or assessment becomes due. Such payments shall be made immediately without securing the approval of any other officer or committee or of the membership. International working dues shall be remitted to the International on or before the 15th day of the month following the month for which it was paid. For example, International working dues payments for January, must be remitted by February 15. When the Financial Secretary of the Local Union forwards the International working dues to the General Office, he shall also forward such documentation as directed by the General Secretary-Treasurer. The documentation shall record the names of all individuals for which revenue is received by the Local Union. In addition, the documentation shall record the names of all members 1) who have been initiated, reinitiated, and reinstated; and 2) who have renewed or deposited their travel cards.

**Sec. G.** The Financial Secretary shall be authorized to pay regularly recurring expenses of the Local Union without securing the prior approval of the membership or other officers. Expenses that are not regularly recurring shall be approved by the membership and other officers. The Financial Secretary/Business Manager shall present a financial statement of the Local Union at each regular meeting listing all monies collected and all bills due and payable. He/she shall state if obligations due have been paid. He/she shall keep a copy of all correspondence sent out by him/her. At each regular meeting he/she shall read all correspondence received and the copy of all correspondence sent out. All business mail received shall be addressed to the Local Union office. Mail read and reported at each meeting shall be so recorded in the minutes of the meeting.

**Sec. H.** Within three months after the end of either the calendar year or the fiscal year properly registered at International Headquarters by the Local Union, the financial secretary shall submit a copy of the local's annual LM-2, LM-3, or LM-4 Report or any other similar Reports filed with the Department of Labor (or audit in the case of Canadian locals) to the General Secretary-Treasurer.

The Financial Secretary shall obtain an annual audit, and not merely a review or compilation, of the Local Union to be performed by a certified public accountant.

Failure to fulfill these obligations shall constitute grounds for the immediate removal of the Local Financial Secretary from office.

**Sec. I (1)** The Financial Secretary or authorized person shall collect monies due from members, issue members receipts for all monies collected and record the transaction on the Local Union's ledger book and/or records. The Financial Secretary shall be held accountable for the receipt books of the Local Union. Only the Financial Secretary or his authorized agent may make entries into the financial receipt books.

**Sec. I (2)** The Financial Secretary/Business Manager shall supervise and direct all of the local union's business agents in the performance of their duties, and the business agents must all report directly to the Financial Secretary/Business Manager. The Financial Secretary/Business Manager may, at his discretion, with the approval of the Executive Board, assign a business agent to assist him/her in his/her duties pertaining to supervising and directing the local union's business agents.

**Sec. I (3)** The Financial Secretary/Business Manager shall have the authority to call the Executive Board into an emergency session whenever he/she believes such a meeting is justified. He/she shall endeavor to solicit work for the Local Union in accordance with all rules set forth in the International Constitution. He/she shall promote harmony and good will among the members.

**Sec. I (4)** In the absence of a Business Agent, the Financial Secretary/Business Manager shall be empowered to appoint an Agent, on a temporary basis, from meeting to meeting, if the financial status of the Local permits, to assist in the duties of the office and the field.

**Sec. I (5)** The Financial Secretary/Business Manager shall, by virtue of his/her office, be a delegate to all appropriate Building and Construction Trades Councils, the Southern District Council, the State Conference and to the International Convention. He/she shall represent this Local Union as an accredited delegate to any and all conventions and conferences and in all meetings with the general public and in the event he/she is unable to do so, he/she may delegate some other officer or member to perform such duty. All normal and travel expenses necessary are to be paid by the Local Union.

**Sec. I (6)** The Financial Secretary/Business Manager shall be an ex-officio member of the Executive Board, all committees and sub-committees.

**Sec. I (7)** Temporary vacancies in any office shall be filled at each meeting by appointment by the Financial Secretary/Business Manager. The Financial Secretary/Business Manager shall fill all vacancies in elected offices by appointed of pro tem officers with written approval of the Local Executive Board. In the event of a vacancy in the office Financial Secretary/Business Manager, the President of the Local shall make the pro tem appointment with written approval of the Local Executive Board. In the event of a vacancy of President, the Financial Secretary/Business Manager shall make the pro tem appointment with written approval of the Local Executive Board. If a vacancy in any full-time, salaried office occurs with more than two years remaining until the next regularly scheduled election, a special election must be held to fill the vacancy with nominations and election to be held within 60 days of the vacancy.

If the vacancy in any full-time, salaried office is less than two years until the next regularly scheduled election, the person appointed pro tem shall serve until the next regularly scheduled election. If a vacancy in any office that is not full-time and salaried, the person appointed pro tem shall serve until the next regularly scheduled election. The Financial Secretary/Business Manager has the authority to appoint a Business Agent/Organizer with the approval of the Executive Board providing the Local Union's finances can adequately fund the appointed Officer.

**Sec. I (8)** The Financial Secretary/ Business Manager shall also be responsible for submitting the Local Union's collective bargaining agreements to the Department of Labor and other government agencies that require certificates of wage rates in various geographic areas.

**Sec. J.** The Financial Secretary/Business Manager shall be responsible for performing the duties of a Financial Secretary/Business Agent. In addition, the Financial Secretary/Business Manager shall supervise and direct all of the Local Union's Financial Secretary/Business Agents in the performance of their duties, and the Financial Secretary/Business Agents must all report directly to the Financial Secretary/Business Manager. The Financial Secretary/Business Manager shall also be primarily responsible for filing copies of the Local Union's current collective bargaining agreements and current version of the Local Union Constitution

and By-Laws with the General Office of the International Association. The Financial Secretary/Business Manager shall also be responsible for submitting the Local Union's collective bargaining agreements to the Department of Labor and other government agencies that require certificates of wage rates in various geographic areas. The Financial Secretary/Business Manager by virtue of this office will be a credentialed delegate at all conventions that the Local Union elects to participate in.

**Sec. K.** For purposes of economy and convenience one or more elective offices may be combined as the need arises and the body grants approval under the provisions of this Constitution, provided that such combination or consolidation of offices receives the written approval of the General President of the International Association.

**Sec. L.** Temporary vacancies in any office shall be filled at each meeting by appointment by the Financial Secretary/Business Manager. The Financial Secretary/Business Manager shall fill all vacancies in elected offices by appointment of pro tem officers with written approval of the Local Executive Board. In the event of a vacancy in the office of Financial Secretary/Business Manager or Business Manager/Financial Secretary, the President of the Local shall make the pro tem appointment with the written approval of the Local Executive Board. In the event of a vacancy in the office of Financial Secretary/Business Manager/President, the Financial Secretary shall make the pro tem appointment with the written approval of the Local Executive Board. If a vacancy in any full-time, salaried office occurs with more than two years remaining until the next regularly scheduled election, a special election must be held to fill the vacancy with nominations and election to be held within 60 days of the vacancy. If the vacancy in any full-time, salaried office is less than two years until the next regularly scheduled election, the person appointed pro tem shall serve until the next regularly scheduled election. If a vacancy occurs in any office that is not full-time and salaried, the person appointed pro tem shall serve until the next regularly scheduled election. The Financial Secretary/Business Manager has the authority to appoint a Business Agent/Organizer with the approval of the Executive Board providing the Local Union's finances can adequately fund the appointed Officer.

#### **Local Executive Board**

**Sec. M.** The Local Executive Board shall meet at least once every month, and the Local Executive Board shall be empowered to take whatever action is necessary to comply with the directions of the International Association. The Executive Board shall consist of the President, Vice President, Recording Secretary, Business Manager/Financial Secretary, and (5) members to be elected. The Chairman of the Executive Board shall be the President. In the absence of President or Vice President, Board Members shall act as President or Vice President in the order of their election. The Executive Board shall act as a trial committee to hear all disputes, charges and grievances that have been referred to it; they shall act as a Rules Committee, to whom shall be referred all proposed changes or additions to this Constitution and By-Laws and such Standing Rules as this Union may adopt from time to time. The Executive Board shall be responsible for monitoring the financial soundness and expenditures of the local union to ensure that the Local Union funds and property are managed by the Local Union officers in accordance with this Constitution and By-Laws and the International Constitution. For failure to perform his duties on the part of a Board Member, he shall be subject to a fine, removal from office and/or other discipline as the Union may decide. They shall remain in office until their successors have been duly elected and qualified. (5) members of the Board shall constitute a quorum for the transaction of business at regular or called Board meetings. The Local Executive Board must keep accurate minutes of the transaction of business at Board meetings in a bound minute book with prenumbered pages, which shall be read and approved at the next following Local Union membership meeting. The Executive Board shall transact all business referred to it by the Local Union or by the Union's duly elected officers in between meetings of the Local Union and reported at the next following Local Union meeting.

#### **The Business Agent**

**Sec. N. (1)** It is the Business Agent's solemn duty and obligation to vigilantly protect the trade jurisdiction of the International Association, to compel employers to observe and respect bargaining agreements, to adjust all grievances between members of his local union and their employers with justice and fairness, and to promote and foster employment for members of the Local Union. To fulfill this duty and obligation, the Business Agent shall physically visit jobsites within the Local Union's jurisdiction.

**Sec. N (2)** The Business Agent will work under the direction and supervision of the Financial Secretary/Business Manager. The business agent shall be authorized to collect membership dues and give an official O.P. & C.M.I.A. receipt for the same, and turn said monies over to the Financial Secretary/Business Manager with a copy of the official receipt.

**Sec. N (3)** The Business Agent shall promote harmony and good will among the members by a just and non-discriminatory distribution of all jobsite work in accordance with the qualification of the individual members. He/she shall endeavor to solicit work for the organization in accordance with all rules set forth and to endeavor to settle all disputes on the job between members and

contractors.

**Sec. N (4)** The Business Agents are required to attend all regular and special meetings unless excused by the Financial Secretary/Business Manager and shall give a complete report of their activities since the last meeting.

**Sec. N (5)** All Business Agents will be appointed 'at-will' by the Financial Secretary/Business Manager. The Financial Secretary/Business Manager will assign the 'at-will' Business Agents to the designated areas at his/her discretion as needed.

**Sec. O** All Local Union Officers and Business Agents shall have the responsibility of organizing unrepresented employees in the geographic and trade jurisdictions of their Local Union.

### **The Sergeant-at-Arms**

**Sec. (P)** It shall be the duty of the Sergeant-at-Arms to be punctual in attendance at all meetings. He/she shall admit no member in an intoxicated condition, or persons not authorized to attend a meeting. He/she shall inspect the books, records or eligibility cards and take charge of the door.

## **ARTICLE 11**

### **Local Union Funds and Property**

#### **Initiation Fee**

**Sec. A.** This Local Union shall have the privilege of setting and increasing initiation fees provided that any such action must receive the approval of the General Executive Board. This Local Union shall also have the privilege of giving the new member up to nine months to pay the local initiation fees in full. However, this grace period, if extended, will not affect the new member status as a full member from the date the application is signed and the first International working dues are paid. During the grace period, the new member shall have the full obligation of paying all local dues, and local and International working dues that are normally required for members of the Local and the International.

**Sec. B.** When a new member applies for membership, the Financial Secretary shall immediately forward to the International Association, the new member's completed application form along with the \$75.00 fee to cover the costs of requests or search for records and registration.

**Sec. C.** If a new member fails to pay the local initiation fee in a timely manner, including any grace period not to exceed nine months that has been established by the Local, or if financial obligations regularly required of all members including the payment of local monthly dues, local working dues, and International working dues are not satisfied, the new member will be dropped and shall forfeit any and all monies paid and shall have to reapply for membership in the International Association by filing a new application for membership with the Financial Secretary or authorized agent of the Local Union and pay all financial obligations in accordance with Article 23, Section 3(C) of the International Constitution.

**Sec. D.** Any monies received by a Local Union from or on behalf of an individual working under a local, national or any other collective bargaining agreement shall be forwarded to the International Association until the financial obligations, including but not limited to per capita tax and International working dues, are satisfied for that individual each month.

**Sec. E.** If, within the first year of becoming a member of the OPCMIA, an individual transfers into this Local Union and the initiation fee of this Local Union is higher than that of the individual's original Local, the member shall pay the higher initiation fee. This rule shall apply to all members of less than one year, regardless of whether or not such member has paid his original Local's initiation fee in full or only in part. In requiring a member to pay the higher initiation fee, this Local can only require payment of the difference between the higher initiation fee and the amount which the member has already paid.

#### **Monthly Dues, Working Dues and Assessments**

**Sec. F.** This Local Union shall have the privilege of setting its own monthly dues structure and level provided, however, that the dues including any working dues assessed, shall not be less than two (2) times the established rate of the International working dues.

**Sec. G.** In setting the monthly dues structure and level, Local Unions shall have monthly dues of no less than \$5.00 per month and shall maintain the appropriate separate documentation of their members' payment of monthly dues. Local Unions may waive monthly dues for members with at least forty years of membership.

**Sec. H.** The Local Union may establish working dues to defray the costs of operating the Local. Such working dues may be expressed in terms of either an absolute dollar amount per hour or a percentage per each hour, day, week, or month worked. Local working dues shall apply to all local union members and shall include all members of other Local Unions of the International Association who are working under a collective bargaining agreement within the Local's jurisdiction. The establishment of Local working dues, and any changes to such working dues, must be approved by a majority vote of the Local Union membership voting in a secret ballot election after written notice setting forth the time, date and place where the vote is to be held. The sole exception to the secret ballot vote required shall be if increases are necessary to comply with the minimum dues requirement set forth in Article 19, Section 2(B) of the International Constitution.

**Sec. I.** All dues increases shall be approved by a majority vote of the local union membership voting in a secret ballot election after written notice setting forth the time, date, and place when the vote on the dues increase will be held.

**Sec. J. (1)** Should it become necessary, this Local Union shall have the authority to levy an assessment on the membership to pay any extraordinary costs of the Local. The assessment must be approved by a majority vote of the Local Union membership voting in a secret ballot election after written notice setting forth the time, date, and place where the vote on the assessment will be held. If the assessment is expressed in terms of so much for each hour, day, week or month worked, such an assessment shall apply to all members and prospective members of the International Association who are working in the jurisdiction. If, however, the assessment is expressed in terms of an absolute dollar amount, then the assessment shall be paid only by all members of the Local Union.

**Sec. J (2)** Upon presentation of a legal certificate of the death of a member, the rolls of this Local shall be checked and each member as shown on the roll shall be assessed one (1) dollar. This assessment is to be collected before dues. One hundred percent (100%) of the estimated amount of the death benefit will be paid by the Business Manager/Financial Secretary to the deceased member=s designated beneficiary. However, any member who does not wish to participate may request so in writing and he shall be excluded from participation.

**Sec. K.** Numbered cash receipts shall be issued for all payments directly collected by the Local.

#### **No Division or Transfer of Funds**

**Sec. L.** The funds and property of this Local Union shall not be divided, in any manner, among the members individually or collectively, but shall remain the property of the Local Union. In addition, local union funds derived from any source shall be held in the name of the Local Union and shall not be transferred or conveyed to any other person, body, committee, or organization except in accordance with the terms of this Constitution and the International Constitution.

#### **Misappropriating Funds**

**Sec. M.** Any officer or member of this Local Union who obtains money or benefits under false pretenses; misappropriates or diverts the funds of the Local; transfers or diverts funds, assets or property to a rival labor organization or allows Local Union assets, records or property to be utilized by such rival labor organization to undermine the representational rights, integrity, or continuity of the Local Union or the International Association; fails or refuses to turn over property of the Local to the properly designated official; who fails faithfully to perform his duties or who diverts or uses the funds of, or monies paid to, a Local Union, State Conference, Provincial Conference or District Council for purposes other than those for which they were collected; or fails to hold the property or monies of the Local in the name of the Local shall be fined, suspended and/or expelled, or any combination of these remedies, and in addition, may be restricted from holding office for any number of years, after fair and impartial trial.

#### **Local Union Officer's Salaries**

**Sec. N (1)** The salary, benefits and/or paid expense policy, if any, of all Local Union officers, committees, delegates or board members must be set either at the time of nominations or before their appointment, whichever is appropriate. The salaries of Local officers shall not be set so high as to prevent the Local from meeting its other legitimate and necessary expenses. Should this Local's financial situation decline between the elections of its paid officers, it shall be the duty of the Business Manager and/or Financial Secretary to call a special meeting to report this development to the membership. The Local Union shall, in such circumstances, either increase local monthly dues or local working dues or pass an assessment in an amount sufficient to address the shortfall. As an alternative the local may reduce salaries by the minimum necessary to bring finances into line. The deferral of officers' salaries and/or benefits shall not be permitted. In no case shall a Local Union permit the payment of salary, benefits or expenses on a retroactive

basis or recognize or approve back pay or back benefits for officers. Local Unions wishing to increase salaries, benefits and/or expense reimbursement in mid-term must do so if only fiscally prudent and after membership approval in accordance with the By-Laws and Constitution of this Local Union and the International Constitution.

**Sec. N (2)** The Financial Secretary/Business Manager shall receive the Cement Masons General Foreman over machine man rate, plus \$200.00, and all increases in this rate obtained through collective bargaining for a 40 hour week. A weekly expense allowance shall be provided. The expense allowance shall be established from time to time by the Executive Board. He/she shall be entitled to two (2) weeks vacation with pay and two (2) weeks sick leave per year, but shall not receive any allowance during vacation or sick leave. They may allocate up to one week (five (5) days) of unused vacation per year for the following year; however, no more than five (5) days of unused vacation may be allocated and used in any one year. Unused sick leave shall be accumulated during his/her term or continuous terms in office up to a maximum of six (6) weeks and may be used only during his/her term in office and only for a verified illness. All sick leave paid by this Local Union will require a physicians statement verifying the extent of the illness and duration of disability. Fringe benefit contributions will be paid on all hours worked, or to be contributed upon up to a maximum of 2100 hours per year for all salaried officers.

**Sec. N (3)** Each Business Agent shall receive the Cement Masons General Foreman over machine man rate and all increases in this rate obtained through collective bargaining for a 40 hour week. A weekly expense allowance shall be provided. The expense allowance shall be established from time to time by the Executive Board. Each Business Agent shall be entitled to two (2) weeks vacation with pay and two (2) weeks sick leave each year, but shall not receive any expense allowance during vacation or sick leave. The Business Agent may allocate up to one week (five days) of unused vacation per year for the following year; however, no more than five days of unused vacation may be allocated and used in any one year. Unused sick leave shall be accumulated during his/her term or continuous terms in office up to a maximum of six (6) weeks and may be used only during his/her term in office and only for a verified illness. All sick leave paid by this Local Union will require a physicians statement verifying the extent of the illness and duration of disability.

**Sec. N (4)** Full time salaried officers may have a motor vehicle provided by the union or furnish their own, with expenses thereof to be established by the Executive Board.

### **Disaffiliation**

**Sec. O. (1)** This Local Union shall not be dissolved or withdraw from affiliation with the Operative Plasterers' & Cement Masons' International Association so long as seven or more members in good standing of this Local Union vote to retain their Local Union Charter, and their affiliation with the International.

(2). Before the members of this Local Union shall be permitted or required to vote on the question of dissolving or withdrawing from affiliation with the Operative Plasterers' & Cement Masons' International Association, three (3) months' notice in writing shall be given to the General Secretary-Treasurer, and no vote shall be taken on either question by the members except at a specially called meeting, after due notice in writing to the General Secretary-Treasurer, and each and every member, designating the time and place of meeting and the purpose for which the special meeting is called.

(3). Should this Local Union by vote of its members at a specially called meeting in the manner specified herein decide to dissolve or withdraw from affiliation with the Operative Plasterers' & Cement Masons' International Association, the officers shall immediately notify the General Secretary-Treasurer of the action taken and a record of the vote cast by members to dissolve or withdraw from affiliation, and the officers, representatives, and members of this Local Union shall comply with all requirements of Article 9 Section 4(D) of the International Constitution before being relieved of responsibility and liability to this Local and to the Operative Plasterers' & Cement Masons' International Association.

## **ARTICLE 12**

### **Duties of Members**

**Sec. A.** When there is a joint agreement in force between the Union and a contractor, or association of contractors or any other party, it shall be the duty of every member to strictly abide by and live up to such agreement which becomes part of the By-Laws.



Members are to be kept informed of such agreements and for violations of any provisions contained therein shall be subject to such penalty as the Union may impose after a fair and impartial trial.

**Sec. B.** Any member who is suspended for any cause shall forfeit all claims to the benefits and privileges of this Union during such suspension.

**Sec. C.** Members who owe more than two (2) months dues shall not be considered in good standing, and shall not have a voice or vote in the affairs of this local.

**Sec. D.** When a member is two months in arrears, he shall be notified by the Financial Secretary/Business Manager of the provisions of this and the above section. Dues are payable on the first day of each month.

**Sec. E.** Members who owe more than three (3) months shall be suspended from the Local Union and the International Association. Any member owing more than nine (9) months of dues or over shall be dropped. However, a member shall not be dropped until the ninth month has ended, and only after he has been notified by registered mail of the intent of this Local Union to drop him. In all cases when members are dropped for non-payment of dues a copy of the notice of intent to drop must be sent to the International Association.

**Sec. F.** For purposes of determining a member's eligibility to enjoy privileges of membership established by this Constitution and By-Laws, disciplinary fines and any national or local assessments shall be paid (or arrangements made to pay them) before dues are paid. However, no union security clause shall be enforced because of the failure to accept dues pursuant to this provision because of outstanding disciplinary fines.

**Sec. G.** No member or group of members shall discuss or meet for the purpose of discussing the promotion of dual membership, disaffiliation, calling a wildcat strike, interfering with the legal duties of the officers of the Union as required by the Constitution of this Association or of the Local Union or by Federal law, or of interfering with the conduct and performance of the legal or contractual obligations of the Union.

**Sec. H.** Former members of the OPCMIA who were dropped from the rolls of the International Association for failure to pay fines levied upon them or for failure to observe and abide by penalties imposed upon them, cannot be reinstated or restored to former standing. Such former members cannot hold or be elected or appointed to hold office in the International Association or any of its subordinate bodies until five (5) years have elapsed from time of being dropped or two (2) years have elapsed since again becoming a member, (whichever period of time is greater). Such former members cannot be readmitted as new members until two (2) years have elapsed from time of being dropped unless:

1. The International Association or the Local Union that levied the fine or imposed the penalty agrees to waive the fine or penalty.
2. He pays the fine or abides by the penalty.
3. He pays an increased initiation fee of 1½ times the regular initiation fee.

This clause shall not apply to former members who, through appellate procedures provided by this Constitution, were exonerated of charges and were given an opportunity to be restored to membership and promptly availed themselves of such opportunity.

**Sec. I.** Any member who shall interfere with an officer in the discharge of his duties shall be fined or expelled, or both, after a fair and impartial trial held in accordance with the trial procedure set forth herein.

**Sec. J.** No member shall (1) violate his oath of membership or take any action that would tend to undermine the working rules, wages and conditions of the other members of the Union, (2) sponsor a dual Union, join or assist another labor organization which is engaged in efforts to undermine, subvert, or replace bargaining relationships of this Local or the International Association, (3) engage in activities designed to bring about a withdrawal, mass resignation or secession from the International Association of a Local Union, member or group of members, (4) work for or on behalf of any non-signatory employer, non-signatory employer association or employer-supported organization or any representative of the foregoing whose position is adverse or detrimental to the International Association; (5) accept employment, appointment or elected office with a rival labor organization or any entity related to or affiliated with a rival labor organization unless the General President determines that such employment, appointment or election is not contrary to the best interests of the International Association, (6) assault an officer of the Local Union or of the International Association, and (7) advocate or sponsor any movement to overthrow the laws of the country, nor perform any act which generally violates sound trade union principles.

**Sec. K.** Any member finding his wages or hours short on pay-day shall refuse to accept same unless steps are immediately taken to rectify such shortage. He shall report the shortage to the Union and receive advice and assistance of the Business Agent. Any

member reporting a shortage after more than a week has elapsed or after being discharged, unless discharged for reporting a shortage shall, if found guilty after a fair and impartial trial, be fined as the Union may decide.

**Sec. L.** The place of residence of each member as recorded with the Secretary shall be considered his official address, and all notices and other mail pertaining to such member shall be forwarded to that address.

It shall be the duty of every member to be observant of the decorum requisite in all well-conducted assemblies, to be respectful to the officers, and address all as Brothers and Sisters; to avoid when on the floor anything personal or of a nature calculated to annoy or hurt the feelings of a Brother or Sister member; to steer clear of any religious matters; to be concise as possible, and to keep strictly to the question before the house, not to interrupt a fellow member when he is speaking, to follow closely the rules of order, making the duties of the presiding officer satisfactory and the proceedings agreeable and pleasant.

**Sec. M.** Excepting where elements of danger exist or the health of a member may be impaired it shall be the duty of all members to perform all or any kind of work contained in our work jurisdiction. Should a member at any time refuse to do so he shall, if found guilty, be subject to such penalty as the Union may impose.

**Sec. N. (1)** Members shall not speak injuriously of another member to a contractor. Should any member be found guilty of a kick-back or of working for less than the scale of wages or lesser working conditions after a fair and impartial trial, held in accordance with the trial procedure set forth herein, he shall be penalized as the Union may decide.

**Sec. N. (2)** Any member of this Local Union who enters business legitimately for himself/herself, or holds a financial interest in any business directly connected with the Plastering, Cement Mason, and Shop Industries, and who desires to maintain his or her membership, must notify the local union in whose jurisdiction his business operates. The notice must fully disclose the nature of the member's business including its corporate structure, the geographical area in which the business shall operate and the nature of the work performed by the business. In addition, said member shall not have a voice or vote, hold office or take any part in the official affairs of the local union until one year after the member has terminated his business or financial interest in any business directly connected with the Plastering, Cement Masons and Shop Industries. In addition, a member who enters into business for themselves or holds a financial interest in any business that performs work coming within the jurisdiction of the International Association must sign a collective bargaining agreement with the local union or local unions in whose territorial jurisdiction the work is performed.

#### **Stewards**

**Sec. O.** It shall be the duty of all members on a job to first report any grievance on the job to the Steward, who shall seek an adjustment. Upon failure to effect an adjustment the Steward shall refer the matter to the Business Agent. The Steward shall not take it upon himself to cause a work stoppage or strike a job because of any grievance, but must notify the Business Agent and be guided by his advice and instructions.

**Sec. P.** A Steward shall have the protection of the Union so long as he performs his duties satisfactorily and shall not be discharged for performing such duties. A Steward must notify the Business Agent before he quits a job so that the Business Agent may appoint a new Steward.

**Sec. Q.** Any member who is fired or dismissed because of and while assisting in an organizing drive shall be placed at the top of the dispatch board and said member and his subsequent dispatch shall be reported at the next general meeting.

**Sec. R.** Any member who is unable to stay employed because of a lack of skills shall take required upgrading.

**Sec. S.** Members who accept dispatches and are no shows shall be moved to the bottom of the dispatch board.

### **ARTICLE 13**

#### **Charges, Trials, Fines, Appeals and Hearings**

**Sec. A.** All violations of any portion of the Constitution and By-Laws or working rules of this Union or of the International Constitution shall be punishable by fine, suspension, expulsion and/or other discipline as determined by the Local Union.

**Sec. B.** The proper cause for discipline of membership, as expressed herein, should include, but not be limited to, the following:

- (1) Violation of the oath of membership by a member.

- (2) Actions by a member tending to undermine the working rules, wages and conditions of the members of any Local Union.
- (3) Sponsoring dual unionism.
- (4) Engaging in activities designed to bring about a withdrawal, mass resignation, or secession from the International Association of a Local Union, member or group of members.
- (5) Working for or on behalf of any non-signatory employer, non-signatory employer association or employer-supported organization or any representative of the foregoing whose position is adverse or detrimental to the International Association.
- (6) Accepting employment, appointment or elected office with a rival labor organization or any entity related to or affiliated with a rival labor organization unless the General President determines that such employment, appointment or election is not contrary to the best interests of the International Association.
- (7) Assaulting an officer of any Local Union or any representative of the International Association.
- (8) Advocating or sponsoring any movement to overthrow the laws of the country.
- (9) And for all other causes which generally violate sound trade union principles.

A member may not be charged with more than one offense for each action or conduct alleged to have violated the Constitution.

**Sec. C.** All trials shall be conducted in accordance with the following procedure. Charges against a member must be made in writing, signed by a member of the Operative Plasterers' and Cement Masons' International Association in good standing or by a duly authorized representative of this Local Union who has personal knowledge of the offense committed. The member or duly authorized representative filing the charges against a member must specify the section or sections of the Constitution and By-Laws or Working Rules of the Local or of the International Association that were violated stating with reasonable certainty, the facts of the offense charged, the time and place of the occurrence and the names of witnesses.

**Sec. D.** Charges preferred against a member shall be immediately referred to the Local Executive Board or Trial Board without debate. The accused member shall be served with a copy of the charges by the Secretary or the Business Agent of the Local Union personally or by registered or certified mail. Along with the charges, the Business Agent or Secretary of the Local Union shall serve upon the charged member a notice specifying the date, time and place where the accused shall be required to stand trial. The charges and notice sent by registered or certified mail shall be addressed to the member's last known address as shown on the books of the local union. If the local union does not have a current address for charged members, it shall obtain the last known current address from the International Union.

**Sec. E.** When the charges have been accepted and served on the charged member, the Local Executive Board shall without unnecessary delay summon the parties, hear all witnesses, and try the case, provided that the accused must have at least 10 days from the date of notice before being called upon to plead guilty or not guilty to the charges against him. Furthermore, any member or members who proffer the charges and/or who will serve as witnesses at any hearing must not be permitted to serve on the Trial Board or the Local Executive Board if acting as the Trial Board. When charges are referred against a member by a Local Union other than his home Local Union, the home Local Union will be notified at the same time as the charged member.

**Sec. F.** The Local Executive Board or other Trial Board will report their findings at the next meeting of the local union. If the accused is found guilty he may be assessed, suspended, expelled, reprimanded, removed and/or barred from holding local union office. The Local Executive Board or Trial Board may impose any or all of these disciplinary measures. The findings of the Local Executive Board or Trial Board shall be final and binding subject to the appeal provisions of the International Constitution.

**Sec. G.** If the accused is found guilty and fined, the disciplinary fine shall not exceed \$500.00 dollars for each offense and the total fines levied shall not exceed \$1,000.00 dollars, except as provided in Article 25, Section 5 of the International Constitution; provided however, that members who fail to appear before the Local Executive Board or Trial Board for the hearing may be assessed a fine equal to the costs incurred by the Local Executive Board or Trial Board or \$100.00, whichever is greater, and that this assessment shall be in addition to whatever fine is imposed for the actual offenses, if any, that the accused may have been found to have committed. And provided further that this additional assessment for not appearing shall not be counted toward the limits on fines established by this paragraph.

**Sec. H.** All disciplinary penalties of any kind that are imposed in accordance with the foregoing procedure must be submitted to the General Secretary-Treasurer for registration within 30 days. Requests for registration shall be made on forms prescribed by the OPCMIA. These forms will request the name and membership number of the disciplined member; the exact nature of the discipline imposed; details of the charges including the name of the charging party; the identity of the particular provisions of the OPCMIA

Constitution that were violated and copies of the full text of any provision of a local union's Constitution, By-Laws or Working Rules that the disciplined member violated; and other information relating to the charges.

**Sec. I.** If any proceedings in a court of law are commenced to enforce a disciplinary penalty imposed under this article or Article 6 of the Constitution, the charged member shall be assessed the attorneys' fees and costs incurred in the enforcement.

### **Appeals**

**Sec. J (1)** Except as otherwise expressly provided for in this Constitution, members disciplined by Local Executive Board or Trial Board pursuant to the Constitution may, within 30 days after the decision and penalty and registered at International Headquarters, appeal the decision of the local union to the General Executive Board. Provided however, that the disciplined member must comply with the decision of the Local Executive Board or Trial Board or make arrangements to fully comply with that decision prior to the expiration of the 30-day period, and provided further, that the disciplined member's appeal must be sent by registered or certified mail to the General Executive Board within the 30-day period. Except that if the penalty is removal from office, suspension, expulsion, or reprimand, the penalty shall not be effective until after the General Executive Board decides the appeal or the 30 day period has run.

**Sec. J (2)** If as part of the discipline imposed by the local union upon the member is a fine, then the member must pay the fine before an appeal to the General Executive Board can be made. The member may make mutually agreeable arrangements with the Local Union to pay the fine before the expiration of that (30) thirty day period. Fines paid under protest shall be deposited with the General Secretary-Treasurer and will be held by him/her until the case is finally resolved by the General Executive Board. The disciplined member may pay the local union the amount of the fine under protest, and the local shall immediately forward the amount of the fine to the General Secretary-Treasurer's office pending final settlement of the case. Alternatively, the accused member may pay the protested fine directly to the General Secretary-Treasurer by certified check, bank draft, or money order only.

**Sec. J (3)** The written appeal to the General Executive Board must be filed with the General Secretary-Treasurer and must set forth the grounds and reasons why the fine or other action of the local union should be reversed or modified.

**Sec. J (4)** The General Secretary-Treasurer shall forward a copy of the member's appeal to the local union, and direct the local union to provide the General Executive Board with a copy of the original charges; the date on which the charges and notice were sent to the accused; the copy of the notice; a copy of the certified or registered mail receipts; the findings of the Local Executive Board or Trial Board; the date on which the Local Executive Board or Trial Board reported its findings at the regular meeting of the local union; and a brief explanation if the local union believes such an explanation is necessary.

**Sec. J (5)** The General Secretary-Treasurer shall forward a copy of this information to the disciplined member. The accused member may file with the General Secretary-Treasurer a reply to the local union's statement provided that any such reply is received by the General Secretary-Treasurer within 15 days after the materials were forwarded to the disciplined member. The accused must also send a copy of his/her reply to the local union secretary. The Local Executive Board shall then have 10 days after receipt of the accused's reply to submit a response.

**Sec. J (6)** The General Executive Board shall render its decision based upon the record and its decision shall be final and binding. The General Executive Board shall have the power to affirm, reverse, modify or amend any decision or to enter any new decision or penalty as the General Executive Board, in its discretion, deems just and proper.

**Sec. J (7)** Unless otherwise expressly provided for, any decision made by the General Executive Board shall be subject to appeal to the next regular Convention, if either party so desires, within 30 days after notification of the General Executive Board's decision is mailed to the parties. Provided however, that the decision of the General Executive Board must be carried out and complied with in all respects by all parties until the Convention determines or directs otherwise.

### **Hearings**

**Sec. K** In any trial or hearing provided for in this Article or in other Articles of this Constitution and By-Laws, involving either a Local Union Executive Board or Trial Board, the accused may select only a member of the International Association to represent him in the presentation of his defense at the hearing; and the charging party may select only a member of the International Association to assist in the presentation of the evidence at the hearing in support of the charges. Persons who are not members of the International

Association may appear as witnesses if they have personal knowledge concerning the issues in the trial or hearing. However, such non-member may not represent or assist in the presentation of evidence or argument for either the accused or the charging party at any hearing or trial called for under the Constitution and By-Laws.

**Sec. L.** If, after any trial or hearing provided for in this Article, a member is found to have abused the disciplinary process by filing a frivolous charge or a charge to harass a member of any officer by the Local Union Executive Board or Trial Board, then that member may be required to pay for the cost of the hearing, including any fees and costs (such as court reporter fees or attorney's fees) incurred by the Local Union. The penalties provided in this section shall not be subject to the limits set forth in Article 26, Section 2(B) of the International Constitution.

## **ARTICLE 14**

### **Travel Cards**

**Sec. A.** Travel cards shall be issued by the Financial Secretary to journeyman members who desire to travel from one Local Union to another in search of employment. Travel cards shall also be issued to apprentice members desiring to travel with the contractor to whom they are indentured.

**Sec. B.** Travel cards shall be furnished to the Financial Secretaries of Local Unions by the General Secretary-Treasurer at a nominal cost, and shall be in such form as the General President prescribes. The travel card must specify the primary classification and subclassification, if any, of the holder of the card as Plasterer, Cement Mason or Shop Hand and the member's status as journeyman or apprentice. Members shall be entitled to deposit their travel cards only at a Local Union having trade jurisdiction over the craft in which they are qualified.

**Sec. C.** Any member wishing to travel must obtain a travel card from the Local Union in which he holds membership before traveling to the territorial jurisdiction of another Local Union. Upon issuance, each travel card shall be signed by the member who receives the travel card.

**Sec. D.** Travel cards shall be issued only to members of the Local Union in good standing. To be in good standing, a member must have paid all legal and valid financial obligations owing to both the Local Union and the International Association. In addition, he must not have any charges pending against him for violations of the by-laws or Constitution of the International Association, or the By-Laws, Constitution, or working rules of an affiliated Local Union.

**Sec. E.** A travel card shall be null and void unless deposited in a local union within 30 days from the date of issuance.

**Sec. F.** A member desiring to deposit his travel card shall present it, together with his dues card, to the Local Union Business Manager or Business Agent or other officer or agent designated to receive such cards on behalf of the Local before starting work.

**Sec. G.** When a member deposits his travel card in a sister local union, he shall pay all his regular dues and assessments to that Local Union instead of to his home Local.

## **ARTICLE 15**

### **Special Rules for Apprentices Seeking Permanent Transfer**

Apprentices who are not traveling with a contractor, but wish to permanently transfer their membership may do so by complying with all the travel card rules established by this Article. In addition, however, the apprentice member must also be released from the employer or Apprenticeship Committee to which he is indentured and must be accepted by an employer or the Joint Apprenticeship Committee in the jurisdiction to which he wishes to transfer.

## **ARTICLE 16**

### **Apprentices**

This Union shall establish an apprenticeship training program in accordance with the laws of our International Association. The apprenticeship training program shall adopt and utilize the curriculum and training standards developed by the International

Association, as well as any revisions or updates to such curriculum and training standards as the International Association may develop from time to time. Apprentices shall be accepted by the Union under the terms of such agreements as may be in effect between the Union and the employers, but subject to the approval of the International Association.

Apprentices must complete a minimum of 3 years and 3,600 hours of on-the-job training and related instruction in addition to any further training and instruction required by the Local Joint Apprentice and Training Committee.

## **ARTICLE 17**

### **Negotiations**

Demands for increases in wages, working conditions, etc., shall be discussed and formulated at a specially advertised meeting called for that purpose. The Contractors shall be given at least 90 days notice of this Local's demands. The Financial Secretary/Business Manager and any two members in good standing who have been appointed shall constitute the Committee to represent this Union in negotiations with the employers. Before ratifying any proposal of the Employers, the Committee shall report back to the membership for their vote of acceptance or rejection of the proposal. It shall require a majority of those members present and eligible to vote to reject the Committee's recommendations in connection with the Employers' proposal.

## **ARTICLE 18**

### **Strikes**

A special meeting shall be called to consider any resolution or motion to strike. This Union shall not adopt the resolution or motion to strike unless it is voted by the membership by secret ballot and is supported by a majority vote of the members present and voting. No member shall be allowed to vote on a strike unless he has been a member of this Local for six months previous to the date of the strike vote. Members working during a strike for contractors who have agreed to pay retroactively new wage rate upon settlement of strike shall not be entitled to vote upon recommendations of the negotiating committee that affect wage rate or upon a motion to continue or to terminate a strike unless such members are required to pay assessments to support the strike..

## **ARTICLE 19**

### **Jurisdiction**

**Sec. A.** The Craft Jurisdiction of this Local shall be as set forth in the International Constitution, and, in addition, as has been established by agreements with other crafts, awards contained in the Green Book, results of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes.

**Sec. B.** The Business Manager and/or Business Agents must attend all pre-job conferences, pre-construction meetings, mark-up meetings or other similar types of meetings within the Local Union's jurisdiction. After each conference or meeting, the Local Union shall submit information relating to the project and the work to the International Association on forms prepared by the Jurisdictional Department.

**Sec. C** The Craft Jurisdiction of this Local shall be such as has been established by agreements with other crafts, awards contained in the Green Book, results of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes and those contained in the International Constitution. The jurisdiction of a cement mason shall include, but not be limited to the following: All concrete construction, including the foremanship of same, such as buildings, bridges, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving alleys and roofs, or mass or reinforced concrete slabs and all flat surfaces of cement, rock, asphalt the laying and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavement, the operation and control of all types of vacuum mats used in the drying of cement floors in preparing same for finishing, mastic flooring whether laid free handed or in a pre-cast form on the job, otherwise known as asphalt or mastic tile and all other types of resilient floor covering; the finishing or washing of all concrete construction, using any color pigment when with cement, in any form, mastic composition terrazzo and magnesite rubbing and grinding, sacking, patching, granitoid, mosaic and nail coat, whether done by brush, broom, trowel, float, sack, or any other process, including operation of machine for scoring floors or any other purpose they may be used for in connection with the Cement Masons' Trade. The rodding and tamping of all concrete and the spreading and refinishing of all top materials, sills, coping steps, stairs and risers and running all base six inches or less in height when floors of the above mentioned materials are used; patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting strips, screeds, stakes and grades and curb forms, all glass set in concrete, the pointing and

patching and caulking around all steel or metal window frames that touch concrete; the laying and finishing of Gypsum material roofs; all dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, etc., that are set on concrete foundations. Pending meeting of Committees on rewrite of jurisdictional claims of Plasterer's and Cement Mason's, the spreading, finishing or grinding of "epoxy resin materials" on floors and six inches above floors, shall be recognized as the work of Cement Masons. Concrete form setting of catch basin structures, curbs and gutters, steps, city walks, patios, driveways and the setting up of all flat work in both housing and commercial. The Texas screed machine and all rodding and screed machines and similar screed operations, all caulking between tilt-up panels, all floating of footings and foundations and all placing of anchor bolts and U straps on foundations.

The above does not include any work done in and by the method of plastering or shop crafts. Cement Masons claim the waterproofing of all work included in their jurisdiction, regardless of the tools used, or the method of application, or color of materials used and regardless of the types of base to which these materials may be applied.

### **Trade or Craft Disputes**

**Sec. B.** The following procedures shall govern and control any trade or craft dispute in this local union or between two or more local unions affiliated with the International Association:

When this local union is involved in a trade, craft or territorial dispute, it shall immediately report the dispute to the General President who may assign a representative of the International to investigate facts, hear each of the locals involved, and render a decision. The decision of the representative of the International shall be rendered within thirty days of the hearing. This decision may be appealed to the General President who may affirm, reverse, or modify the representative of the International's decision, provided that such appeal be sent by certified or registered mail within fifteen (15) days of the receipt of the decision of the representative and provided further that the decision of the International's representative be complied with pending the decision of the General President. The decision of the General President shall be rendered within thirty (30) days of receipt of the appeal.

The decision of the General President may be further appealed to the General Executive Board, provided that such appeal be sent by certified or registered mail within fifteen (15) days of the receipt of the decision of the General President and provided further that the decision of the General President be complied with pending the decision of the General Executive Board. The decision of the General Executive Board shall be final and binding on all parties.

### **Building and Construction Trades Councils and Metal Trades Councils**

**Sec. C.** The Local Union shall become and remain affiliated with the local building and construction trades councils and local metal trades councils where such bodies exist unless the Local Union receives an exemption from the General President. Where no such council exists, the Local Union shall endeavor to form such a body by cooperating with other building and construction trade unions or other metal trades unions covering the same territorial jurisdiction. The Local Union shall become a member of and take an active part in State or Provincial Conferences, State Federations of Labor, Central Labor Unions and State Building Trades Councils and State Metal Trades Councils where such bodies exist.

### **Project Labor Agreements**

**Sec. D.** The Local Union may execute only those project labor agreements that have been approved by the Building and Construction Trades Department, AFL-CIO, also known as North America's Building Trades Unions, and/or as authorized by the General President.

## **ARTICLE 20**

### **Local Union Officers and Employees Pension Plan**

A minimum percentage of the salaries of all full time officers and full time employees of this Local Union shall be contributed to the Operative Plasterers' and Cement Masons' Local Union and Employees Pension Plan as required by the International Constitution to support and finance the Pension Plan. This minimum percentage contribution shall be in addition to the salaries presently paid to the full time officers and full time employees of the Local Union. Any percentage greater than the minimum percentage must be approved by the Local Union and the General Executive Board and must otherwise comply with the applicable provisions of the Internal Revenue Code and the Employee Retirement Income Security Act.

## **ARTICLE 21**

### **Amendments**

**Sec. A.** This Constitution may be amended only in the following manner:

(1). The proposed amendment or amendments shall be submitted in writing at a regular meeting of the Local Union and without debate be immediately referred, after initial reading, to the Local Executive Board for consideration and recommendation. The Local Executive Board, as the Rules Committee, may also originate proposed amendments and make recommendations on the same to the Local Union.

(2). The Chairperson of the Local Executive Board shall notify the Financial Secretary of the Local Union when the Board is ready to submit its recommendations, or amendments, to the Local Union, the Secretary in turn shall send a written notice to all members of the Local Union in good standing to be present at each of two successive special meetings at which the recommendations are to be read.

(3). At the first special meeting at which the recommendations of the Board are read no vote shall be taken upon the recommendations but explanations may be called for and given. At the second special meeting the amendment or amendments shall again be read and a vote taken. It shall require a two-thirds vote of the members in good standing that are present and voting to adopt any amendment or amendments to the Constitution and By-Laws.

**Sec. B. (1).** This Constitution shall be reviewed no later than six months after the effective date of the revisions in the International Constitution adopted by any Convention and any necessary changes required to conform with changes in the International Constitution by the International Convention shall be adopted.

(2). The Local Union shall submit a copy of the Local Union Constitution and By-Laws, with amendments conforming to revisions to the International Constitution, to the General Office within thirty days of the amendments.

## **ARTICLE 22**

### **Savings Clause**

If any provision or section of this Constitution should be held invalid by operation of law or by any court or tribunal or by legislative action, whether Federal, State or Provincial, the remainder of this constitution or the application of such section or provision to persons or circumstances other than those as to which it has been held invalid shall not be affected thereby.

### **Gender**

Wherever any words are used in this Constitution and By-Laws in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they would so apply.



**Changes--Deletions--Additions  
to Standard Constitution and By-Laws**

Constitution Committee of Local Union No 500:

Handwritten signature of Roger Bettermann in black ink.

Roger Bettermann, General Secretary-Treasurer  
Operative Plasterers' & Cement Masons' International Association  
of the United States and Canada, AFL-CIO

This Constitution Adopted this

28<sup>th</sup> day of August, 2017