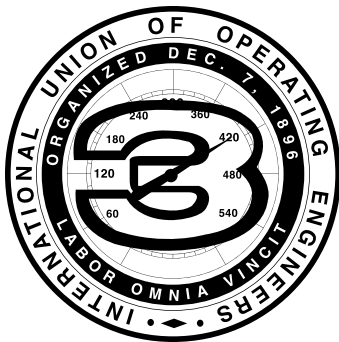


BYLAWS

OF THE

OPERATING ENGINEERS LOCAL UNION NO. 3

OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO



1620 South Loop Road
Alameda, CA 94502
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January 1, 1961
As Amended in December 2019
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It shall be the Member's duty to become familiar with these Bylaws, the International Constitution, and the Working Rules in the specific contract under which he or she is working.

Declaration

We, the Members of Operating Engineers Local Union No. 3 of the International Union of Operating Engineers consisting of the Parent Local Union No. 3 and Subdivisions 3A, 3B, 3C, 3D, 3E, 3G, 3P and 3R (Registered Apprentices) of Northern California, Northern Nevada, the States of Utah, Hawaii, and Mid-Pacific Islands, in order to solidify and perfect a more useful and beneficial Union and to promote the welfare of our Membership do hereby adopt the following Bylaws.

Ethics and the Union

The Delegates to the 37th General Convention of the International Union of Operating Engineers on April 27–30, 2008 approved a significant resolution entitled “Code of Ethics.” The “Code of Ethics” resolution is designed to foster and maintain the highest possible standards of ethical practice deemed fundamental and beneficial to the Union, its Affiliates and its Membership.

The Resolution addresses (1) the democratic rights of Union Members to participate fully, without fear, abuse, or intimidation, in the affairs of the Union; (2) the obligation of the Union to manage the assets and funds of the Union properly and for the benefit of the Membership; (3) the obligation of Union Officers, Representatives, Employees

and all others acting as Union Agents to comply with applicable Federal law and to avoid any conduct that constitutes a breach of duty or responsibility to any Union benefit fund; and (4) the duty of Union Officers, Representatives, Employees and all others acting as Union Agents to refrain from any association with any Member or associate of any criminal or other illegal organization or syndicate. The resolution further establishes the appointment of an Ethics Officer by the General President.

The Officers and Staff of Operating Engineers Local Union No. 3 pledge our full and sincere support of the “Code of Ethics” Resolution. We commit this organization and its Staff to the values and principles embodied in the Resolution. Union operations will be conducted in a democratic and fair manner. Rules will be fairly and uniformly applied. Elections will be free, fair and honest. Member rights will be balanced fairly against a Member’s obligations to support the Union as an organization and to respect the rights of other Members.

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ORDER OF BUSINESS

District Meetings

1. Meeting called to order per Ritual
2. Roll Call of Officers
3. (a) Minutes of the previous meeting
(b) Minutes of the Executive Board
4. Nominations and Elections
5. Reading of the applicants accepted in the District since the last meeting
6. Reading of the receipts for per capita tax and other monies sent to the General Secretary-Treasurer by the Presiding Officer
7. Reports of sickness, accident and death of Members
8. Reports of:
 - (a) Business Representatives
 - (b) Officers
 - (c) Delegates and Committees
 - (d) Treasurer (Quarterly Financial Statement)
9. Unfinished business
10. New business
11. Subjects for the Good and Welfare
12. Motion or order for adjournment

ORDER OF BUSINESS

Semi-Annual Meetings

1. Meeting called to order per Ritual
2. Examination of dues cards by Conductor
3. Roll Call of Officers
4. Presiding Officer reads receipts from General Secretary-Treasurer
5. Semi-Annual report of certified public accountant
6. Minutes of previous Semi-Annual Meeting
7. General Report of the Executive Board
8. Unfinished business
9. New business
10. Good of the Order
11. Adjournment

**ARTICLE I:
DECLARATION OF THE OBJECTS,
PURPOSES AND PRINCIPLES
OF THIS LOCAL UNION**

Section 1

The objects and purposes of this Local Union are to provide for the general welfare of its Members and Employees represented by this Local Union and all Employees and working men, women and minors insofar as in the opinion of this Local Union, their general welfare has or may have any effect, direct or indirect, upon the general welfare of the Members of this Local Union or the Employees represented by this Local Union or both and without in any way limiting the foregoing:

- (a) To improve the economic conditions of its Members, all Employees and working men, women and minors by all lawful means and methods.
- (b) Through collective bargaining with Employers to secure and improve for its Members and Employees represented by it and through bargaining with Employers to secure and improve for its Members their wages, benefits, hours of labor and other conditions of employment.
- (c) To advance the standing of this Local Union, its Members, Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Representatives, Agents and Employees in

the territorial jurisdiction of this Local Union and in the free labor movement by all lawful means including participation in community life and affairs.

- (d) To support ideas, causes, programs and policies and persons subscribing to such ideas, causes, programs and policies insofar as it is lawful so to do, which ideas, causes, programs and policies in the opinion of this Local Union will or may aid or assist, directly or indirectly, in securing or improving the wages, benefits, hours of labor and other conditions of employment of its Members, all Employees and working men, women and minors, the general welfare of its Members and the standing of this Local Union.
- (e) To provide for the physical and mental needs of its Members and Employees represented by it and their dependents and beneficiaries.
- (f) To provide for the education and training of its Members, Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Representatives, Agents and Employees.
- (g) To protect and promote the principle of bargaining with Employers.
- (h) To protect and promote the rights and aspirations of working men, women, minors and consumers and the security and welfare of all of the people by supporting ideas, causes, programs and policies and persons subscribing to such ideas, causes, programs and policies

insofar as it is lawful so to do, which ideas, causes, programs and policies in the opinion of this Local Union will or may aid or assist, directly or indirectly, the protection and promotion of the rights and aspirations of working men, women, minors and consumers, and the security and welfare of all people.

- (i) To protect and strengthen our democratic institutions.
- (j) To protect and preserve this Local Union and its International Union as an institution and in the performance of this Local Union's legal and contractual obligations.
- (k) To unite in this Local Union as Members or into other labor organizations as Members or otherwise all working men, women and minors eligible for Membership in this Local Union.
- (l) To receive, manage, invest, expend, or otherwise use the Funds and assets of this Local Union to carry out the purposes and to achieve the objectives set forth in these Bylaws and the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its Members, directly or indirectly.

Section 2

In order that this Local Union and its Members may achieve its objects and purposes, we the Members of this Local Union adopt the following principles:

- (a) Whatever right belongs to one Member, belongs to all Members alike so long as they remain in good standing in this Local Union, except as otherwise provided for in the International Constitution and the Bylaws of this Local Union.
- (b) To regulate ourselves and the affairs of our Local Union in a manner that reflects honor and dignity on each of us and in support thereof, to attend all District, Semi-Annual and general meetings whenever possible.
- (c) Every Member has the right to receive just and fair remuneration for his or her services so that he or she may have sufficient time for mental and physical relaxation.
- (d) To more closely cement the interests and relationship of the Members of Operating Engineers, Parent Local Union No. 3 and its Subdivisions, the International Union and its subordinate bodies.
- (e) By all just means to earn the respect of and to promote harmonious relations with our Employers by exercising due care and diligence in the performance of our duties.
- (f) To encourage all Members and their families and all working men and women to participate actively in the political life of their respective communities and to register and vote.
- (g) To assist organized labor in every lawful way in the achievement of all of its legitimate objectives.

Section 3

The special problems with which this Local Union deals are not limited to organizing and collective or other bargaining, but encompass a broad spectrum of economic and social objectives, purposes and principles, some of which have been set forth in the subparagraphs of Sections 1 and 2 of this Article. We the Members of this Local Union declare and assert that the participation of this Local Union, individually or in concert with other organizations, in the pursuit and attainment of the objects, purposes, and principles of this Local Union and the expenditure of any of its funds for such purposes are and each of them is for the sole benefit of this Local Union.

Section 4

The objects, purposes and principles stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be regarded as separate objects, purposes, and principles.

ARTICLE II: NAMES, JURISDICTION AND DISTRICTS

Section 1

This Union shall be known as Operating Engineers Local Union No. 3, and shall consist of the Parent Local Union No. 3 and its Subdivisions and shall operate under the district form of government.

Section 2

The territorial jurisdiction shall be that jurisdiction granted by the International Union of Operating Engineers, inscribed on the charter as issued or as subsequently amended by the International Union of Operating Engineers, and shall be divided into Districts as described in Appendix A.

Section 3

The Members in attendance at a Semi-Annual Meeting are authorized to define the boundaries of Districts and to create or disestablish Districts pursuant to the recommendation of the Local Union Executive Board.

ARTICLE III: DUTIES OF MEMBERS

Section 1

In addition to the duties required by the Constitution and Ritual:

- (a) Every Member will be required to conform to and abide by the hours, wages, and conditions of employment provided for in agreements negotiated by this Local Union.
- (b) No Member shall enter into an individual or personal contract or agreement with an Employer who serves to lower the wages, hours, or conditions of employment negotiated by this Local Union.
- (c) No Member shall engage in conduct discreditable to this Local Union.

- (d) No Member shall fail to observe and follow non-discriminatory procedures and regulations governing employment, transfer, and layoff.
- (e) No Member shall be in possession of or under the influence of alcohol or illegal drugs or chemicals while on the job, or in or about an employment office of the Local Union, or at a District or Local Union Meeting.
- (f) No Member shall willfully damage machinery or equipment.
- (g) No Member shall leave a job without giving due notification to his or her Employer and the Local Union.
- (h) No Member shall leave equipment while in operation during working hours without being properly relieved.
- (i) No Member shall willfully engage in slander or libel where such slander or libel is contrary to the responsibility of every Member toward the Local Union as an institution or specifically interferes with the Local Union's performance of its legal or contractual obligations. (*IUOE directive 6/19/08*)
- (j) All Members have an affirmative obligation to encourage unorganized working people to join this Local Union or another appropriate union to represent them for purposes of collective bargaining.
- (k) No Member shall refuse to comply with the lawful orders of the Local Union.
- (l) No Member shall accept employment contrary to non-discriminatory hiring procedures and regulations.

- (m) No Member shall refuse to show his or her dues card, receipts, or job dispatch slip when requested to do so by a Representative or Job Steward of Local Union No. 3.
- (n) No Member shall fail to report to the Local Union known violations of the contract.
- (o) Each Member shall become familiar with the Constitution and Bylaws and the Working Rules in the specific Contract under which he or she is working.
- (p) All Members shall, upon a determination by the Local Executive Board, wear their Local Union No. 3 insignia in plain sight while performing work as an Engineer.
- (q) All Members shall comply with all safety rules and regulations governing the operation of any particular job on which they are working.
- (r) Each Member shall keep an accurate record of time worked and wages earned and received.
- (s) No Member shall fail to make a claim for shortages in wages, overtime, subsistence and travel time within ten (10) days after payday.
- (t) A Member shall get a dispatch before reporting to work as a Foreman or Shifter and observe all of the provisions of the applicable Collective Bargaining Agreement.

- (u) Members acting in a supervisory capacity shall at all times be aware of their obligation to their fellow Members.
- (v) Members shall not threaten force or violence, nor cause physical harm to, nor intimidate, verbally or physically, any other Member or their family, to influence or prevent the Member from participating in Local Union elections or other Local Union activities. A Member shall never wrong a fellow Member if it is in his or her power to prevent it.

Members found guilty of violating any of the foregoing duties will be subject to discipline in accordance with the applicable procedures of the International Constitution and these Bylaws.

Section 2

Any Member who is found guilty after trial of advocating or otherwise supporting the overthrow of the established order, either of the Government or of this organization, by force or violence or subversive tactics shall forthwith be expelled from Membership or otherwise disciplined as the circumstances may require, which action may be taken and penalty imposed by either the Local Union of which the guilty party is a Member or by the General President.

Section 3

All Members, Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Representatives, Agents, and Employees of

this Local Union shall comply with and conform to the “Code of Ethics” of the International Union of Operating Engineers.

Section 4

Members shall immediately notify in writing either the Recording-Corresponding Secretary or their District Office of any change in their current address.

Section 5

Every Member, by virtue of his or her Membership, authorizes this Union to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her Employer governing terms and conditions of employment and to act for him or her and have final authority in presenting, processing and adjusting any grievance, difficulty, or dispute arising under any collective bargaining or other Agreement or out of his or her employment with such Employer in such manner as the Union through its Business Manager deems to be in the best interests of the Union. The Union, through its Business Manager, may decline to process any such grievance, complaint, difficulty, or dispute if, in his or her judgment, such grievance, complaint, or dispute lacks merit. In the event the Business Manager should so decline, the Member may appeal such decision to the Local Union Executive Board, whose decision shall be final.

ARTICLE IV: REQUIREMENTS FOR MEMBERSHIP

The requirements for Membership are:

1. Each person desiring Membership shall apply therefore by completing and signing the form of application adopted by this Local Union for such purpose, and shall pay the Initiation Fee and his or her applicable current dues, as set out in Article V and Article VI, respectively. *(IUOE Directive 2/17/04)*
2. Acceptance into Membership shall be by a majority vote of the Local Union Executive Board.
3. The mailing of a written notice that he or she has been accepted as a Member, addressed to him or her at his or her address as shown on the records of this Local Union.
4. Upon being advanced by the appropriate Joint Apprenticeship Committee to Journeyman, a Registered Apprentice shall be a Member of the Parent Local Union on the first day of the following quarter.

ARTICLE V: INITIATION FEE

Section 1

Effective September 1, 2004, the Initiation Fee (which includes payments for the Defense Fund, the Capital Maintenance and Technology Improvement Fund, and the required International Tax) of each applicant for

Membership in the Parent Local and all Subdivisions shall be as follows:

California, Nevada, Hawaii and Mid-Pacific Islands

Parent Local.....	\$906.67
Subdivision D.....	\$106.67
Subdivision E.....	\$740.00
Subdivision G.....	\$25.00
Subdivision P.....	\$106.67
Subdivision R (Registered Apprentices, Pre-Apprentices and Trainees)	\$393.33

Utah

Parent Local.....	\$713.33
Subdivision D.....	\$100.00
Subdivision E.....	\$546.67
Subdivision P.....	\$100.00
Subdivision R (Registered Apprentices, Pre-Apprentices and Trainees)	\$313.33

Section 2

The Defense Fund payment shall be as follows:

California, Nevada, Hawaii and Mid-Pacific Islands

Parent Local and Subdivision E	\$70.00
Subdivision R (Registered Apprentices, Pre-Apprentices and Trainees)	\$35.00

Utah

Parent Local and Subdivisions D and P\$10.00

Section 3

The Capital Maintenance and Technology Improvement Fund payment shall be as follows:

California, Nevada, Hawaii and Mid-Pacific Islands

Parent Local and Subdivision E\$110.00

Subdivision R (Registered Apprentices,
Pre-Apprentices and Trainees)\$60.00

Subdivisions D and P.....\$10.00

Utah

Parent Local and Subdivisions E and R (Registered
Apprentices, Pre-Apprentices and Trainees).....\$25.00

Subdivisions D and P.....\$5.00

Section 4

The Defense Fund and Capital Maintenance and Technology Improvement payments for California, Nevada, Utah, Hawaii, Mid-Pacific Islands, Parent Local, and Subdivisions D, E, P and R shall be deposited in the General Fund and distributed to the respective Funds in accordance with Sections 2 and 3 above.

Section 5

When a Member transfers from one area to another area, he or she shall pay the difference, if any, between the Defense Fund payment and the Capital Maintenance and

Technology Improvement Fund payment applicable to, or previously paid by him or her (whichever is the greater) before the transfer and that applicable after the transfer, and his or her applicable current dues.

When a Member transfers from one Subdivision into another Subdivision or into the Parent Local, he or she shall pay the applicable current dues and the difference in the applicable Initiation Fee and International Tax, and the difference, if any, in the applicable Defense Fund and Capital Maintenance and Technology Improvement Fund payments.

Section 6

A traveling Member of the International Union of Operating Engineers, who for reasons of his or her own does not desire to transfer into the Parent Local or any of its Subdivisions and who is eligible so to transfer, shall pay Travel Service Dues. A traveling Member shall continue to be obligated to pay Travel Service Dues until he or she notifies this Local Union in writing that he or she is no longer employed within the territorial jurisdiction of this Local Union.

Section 7

Applicant Dues and Travel Service Dues shall be equal to the dues paid by Members of the Parent Local.

Section 8

In any specific organizing campaign, the Executive Board shall have the authority, subject to the provisions of the

International Constitution, to set a lower Initiation Fee, to set a lower Defense Fund payment, and to set a lower Reinstatement Fee (or any of them), if in its opinion it is necessary, proper, or advisable under the circumstances to secure or attain the objects, purposes, and principles of this Local Union. (*IUOE directive 6/19/08*)

Section 9

A Member of the Parent Local or any of its Subdivisions depositing a Withdrawal Card shall pay the applicable difference, if any, in Initiation Fee, applicable deposit, and holding assessment and his or her applicable dues.

When a Member who was last transferred or withdrawn from this Local Union returns with the same initiation date, he or she will receive credit for the Initiation Fee in effect as of the transfer or withdrawal date, provided it is greater than the Initiation Fee of the Local that issued the Withdrawal Card.

A Member of the Parent Local or any of its Subdivisions depositing a military service withdrawal card within ninety (90) days from the date of his or her discharge shall pay his or her applicable current dues and the International Tax, if any.

ARTICLE VI: DUES

Section 1

Dues in Parent Local Union No. 3 and Subdivisions A, B, C, E, and R (Registered Apprentices) shall be due and pay-

able quarterly, that is, on January 1st, April 1st, July 1st, and October 1st.

Dues in Subdivisions D, G and P shall be due and payable on the first day of each calendar month.

Section 2

(a) Parent Local Union No. 3 and Subdivisions A, B, C, E and R (Registered Apprentices).

- (1) Effective October 1, 1998, employed dues shall be an amount equal to two (2) hours and thirty (30) minutes per month of the average wage package in the applicable Master or Independent Agreement, rounded to the next highest dollar.
- (2) Unemployed dues shall be an amount equal to one-half (1/2) of the employed dues rate, except that in no event shall unemployed dues be less than an amount equal to one and one quarter (1-1/4) times the applicable average wage package, rounded to the next highest dollar.
- (3) Employed dues for a Member working partly under the Master Agreement and twenty-five percent (25%) or more of his or her hours worked under an Addendum, in a given quarter, shall be an amount equal to two (2) hours and thirty (30) minutes per month of a composite average wage package, rounded to the next highest dollar. The composite shall be obtained by adding the wage package of the Master Agreement to the average wage package of the lowest Addendum worked

under and then dividing by two (2).

Eligibility for the composite dues described in this Paragraph 2(a)(3) shall be determined by the Member's certification, prior to the time payment of his or her next quarter dues are required, that he or she has worked twenty-five percent (25%) or more hours under an Addendum. In the event a Member certifies his or her eligibility for such composite dues, and is found not to be eligible, that Member shall not be eligible to apply for such reduced dues for one (1) year.

Employed dues for individuals working under a Project or Special Agreement of at least six (6) months' duration shall be equal to two (2) hours and thirty (30) minutes per month of the average wage package of that Project or Special Agreement, rounded to the next highest dollar. Eligibility for such dues shall be determined by the Member's certification, prior to the time payment of his or her next quarter's dues are required, that he or she is working under such Project or Special Agreement.

- (4) Employed dues for Entry Level Utility Workers, Registered Apprentices, Pre-Apprentices, and Trainees shall be equal to sixty percent (60%) of the dues paid in the Parent Local in the State that they are employed. The Executive Board, upon good cause shown, may further reduce the dues rates for certain units of Pre-Apprentices or Trainees.
- (b) Subdivision D and Industrial Bargaining Units and those working only under an Addendum to a Master Collective Bargaining Agreement.

- (1) Effective October 1, 1998, employed dues shall be an amount equal to two (2) hours and thirty (30) minutes per month of the average wage package in the Bargaining Unit rounded to the next highest dollar.
 - (2) Unemployed dues shall be an amount equal to one-half (1/2) of the employed dues rate, except that in no event shall unemployed dues be less than an amount equal to one and one quarter (1-1/4) times the applicable average wage package, rounded to the next highest dollar.
- (c) Subdivision D – Mining and all Private Sector Units with no Operating Engineers Local Union No. 3 Sponsored Employee Fringe Benefits.
- (1) Effective January 1, 2012, employed dues shall be an amount equal to fifty-five dollars (\$55.00) per month, adjusted upward by one and nine-tenths percent (1.9%) each January 1st thereafter not to exceed two (2) hours and thirty (30) minutes of the average wage rate.
 - (2) Unemployed dues shall be an amount equal to one-half (1/2) of the employed dues rate, rounded to the next highest dollar.
- (d) Subdivision G - Unit 12
- (1) The dues shall be, effective January 1, 2019 two (2) times the Member's hourly rate of pay for their current classification plus the current per capita tax.

- (e) Subdivision P – Public Employee Units.
 - (1) The dues shall be, effective January 1, 2008, fifty-three dollars (\$53.00) per month, adjusted upward by one and nine-tenths percent (1.9%) each January 1st thereafter, not to exceed two (2) hours and thirty (30) minutes of the average wage rate.
- (f) The average wage package means the averaged hourly rate, plus Health and Welfare, Vacation and Holiday Pay, Pay-In-Lieu of Vacation or Holiday, Pension, Profit Sharing, and similar benefits for a straight-time shift. The averaged hourly rate to be used under (a) above shall be the average of the Area 1 base hourly rates for all groups designated in the applicable Master or Independent Agreement, excluding the highest paid group. The averaged hourly rate to be used under (b) and (c) above shall be the average of the hourly wage rates for the particular unit. Hourly contributions for Supplemental Dues and for the Pension Restoration Fund shall be excluded from the computation of the average wage package.
- (g) Eligibility for Unemployed Dues.
 - (1) A Member must be unemployed at the trade or employed at the trade for not more than twenty-four (24) hours in one full calendar month and not be receiving any compensation from an Employer covered by a Collective Bargaining Agreement with Local Union No. 3, for more

than twenty-four (24) hours per calendar month in order to receive unemployed dues. In order to be eligible for unemployed dues, a Member may not be employed in any industry falling within the trade jurisdiction of the International Union of Operating Engineers.

- (2) Unemployed dues shall commence the first day of the first month of the Member's unemployment.
- (3) The Member must be available for employment (that is, registered for work in the Job Placement Center in classifications in which he or she is normally employed) the full month in order to be considered unemployed that month for eligibility purposes, with the exception of the twenty-four (24) hours allowed in (1) above.
- (4) If a Member has refused three (3) offers for employment during a calendar month, he or she shall not be considered unemployed in that month for eligibility purposes.
- (5) On or before the tenth (10th) calendar day, or the first working day after the tenth (10th) calendar day, following a full month of unemployment in which a Member was not employed for more than twenty-four (24) hours, the Member must report to the Job Placement Center and certify that he or she was not employed for more than twenty-four (24) hours. In the event a Member fails to comply

with these reporting requirements, he or she shall forfeit his or her right to pay unemployed dues for that month.

- (6) If the Member certifies that he or she is eligible and is allowed to pay unemployed dues, and it is found that he or she was employed for more than twenty-four (24) hours during the period of qualification or the period for which he or she pays unemployed dues, he or she shall not be eligible for unemployed dues the following year, and in addition, the balance to equal the employed dues for said period shall be due and payable the next dues period.
- (h) The Member who qualifies for unemployed dues and certifies to the same shall be given unemployed dues credit for the month unless the application is made after the Member has been suspended.
- (i) Retired Members' Dues with less than thirty-five (35) years in the Local Union.
 - (1) For Retired Members eligible for benefits from the Operating Engineers' Pensioned Health and Welfare Fund, the dues shall be equal to the International Union of Operating Engineers' per capita tax, rounded to the next highest dollar, plus six dollars (\$6.00) per month due and payable on a quarterly basis. This amount shall be increased by one dollar (\$1.00) per month for each twenty-five dollars (\$25.00) that the monthly Pension Benefit is increased.

- (2) For Retired Members not eligible for benefits from the Operating Engineers' Pensioned Health and Welfare Fund, and who are receiving an Operating Engineers' Pension Benefit with increases, the dues shall be equal to the International Union of Operating Engineers' per capita tax, rounded to the next highest dollar, plus four dollars (\$4.00) per month due and payable on a quarterly basis. This amount shall be increased by one dollar (\$1.00) per month for each twenty-five dollars (\$25.00) that the monthly Pension Benefit is increased.
 - (3) Effective October 1, 1999, for Retired Members not eligible for benefits from the Operating Engineers' Pensioned Health and Welfare Fund, not receiving an Operating Engineers' Pension Benefit or receiving an Operating Engineers' Pension Benefit without increases, the dues shall be equal to the International Union of Operating Engineers' per capita tax, rounded to the next highest dollar plus two dollars (\$2.00) per month, due and payable on a quarterly basis.
- (j) Honorary Retired Members with more than thirty-five (35) years in the Local Union.
- (1) Retired Members who have qualified for Honorary Membership before October 1, 1998 will not be required to pay dues. Retired Members who qualify for Honorary Membership after September 30,

1998, will be required to pay dues in an amount equal to the per capita tax payable to the International Union rounded to the next highest dollar, due and payable on a quarterly basis.

- (2) To qualify as an Honorary Member of Local Union No. 3, the Member must apply and be retired and:
 - a. Must be in good standing through the period in which his or her application is submitted to the Executive Board.
 - b. Must have been an active dues paying Member for thirty-five (35) years in Local Union No. 3 and/or the following original amalgamated Locals: 22, 45, 53, 59, 65, 72, 81, 165, 208, 210, 336, 353, 354, 358, 508, 635, 731, 842, 970, and 971, EXCEPT THAT a Member who has deposited a Service Withdrawal Card in this Local Union shall be credited with time spent in the armed services.
 - c. To maintain Honorary Membership, a Member may not accept employment at the trade or in the industry in which Local Union No. 3 represents workers, or his or her Honorary Membership shall be automatically canceled and full dues required from the first day he or she accepts such employment, and

he or she shall not again become eligible for Honorary Membership for a period of five (5) full years from the date of a violation; provided, however, that where the Executive Board has determined that, because of a shortage of labor, it is necessary to permit Honorary Members to secure employment, an Honorary Member may accept employment without jeopardizing his or her Honorary Membership status provided the following conditions are met: (a) the Contractor from whom the Honorary Member secures employment is signatory to an Agreement with the Union and the Member is employed under that Agreement; (b) such employment is only during the period under the applicable Collective Bargaining Agreement of the applicable calendar year; and (c) the Member pays the full dues applicable to said Member's status under the applicable Collective Bargaining Agreement for the calendar quarter in question.

- d. Any and all disputes regarding the interpretation and application of this Subsection (i) shall be determined by the Local Union Executive Board, and its decision shall be final and binding.

(k) Changes in the Dues Rates.

- (1) For Parent Local Union No. 3 and Subdivisions A, B, C, E, and R (Registered Apprentices), including those working only under an Addendum to a Master Collective Bargaining Agreement, dues shall be adjusted each October 1st based on the average wage package in effect on the prior August 1st.
- (2) For Subdivisions D, P and Industrial Bargaining Units, the dues will be adjusted effective the first (1st) day of the second (2nd) month following a change in the average wage package for the Unit.
- (3) Supplemental Dues.
If the Union adopts hourly Supplemental Dues for any Bargaining Unit, the monthly dues payable by Members of that Bargaining Unit shall be reduced to an amount equal to two (2) hours and twenty (20) minutes per month of the applicable average wage package, rounded to the next highest dollar. In addition, the monthly dues payable by Members of that Bargaining Unit shall be reduced by six dollars (\$6.00) from the amount set forth for each ten cents (\$.10) in Supplemental Dues.
 - a. For those Members paying Supplemental Dues equivalent to one and nine-tenths percent (1.9%) of the applicable average wage package, the monthly dues payable by such Members shall be reduced to an amount equal

to one (1) hour per month of that average wage package, rounded to the next highest dollar. In no event will the Supplemental Dues rate exceed such ratio of one and nine-tenths percent (1.9%).

- b. Supplemental Dues shall be payable only on the first one thousand eight hundred (1800) hours worked per calendar year for all Members. Any Member subject to the Supplemental Dues provision who does not execute the necessary authorization form shall pay dues at the alternate dues rate.
 - c. Monthly dues for Alternate Dues Payers, including Members who do not execute Supplemental Dues Authorization Forms and Owner/Operators, shall be equivalent to the amount of monthly dues plus one hundred and fifty (150) hours of Supplemental Dues at the applicable rate for the Bargaining Unit. Any Member or Fee Payer who fails to submit a current, signed Supplemental Dues Authorization Card is subject to Alternate Dues Payer status. Alternate Dues Payers are not entitled to unemployment dues under Article VI, Section 2(a) (2).
- (1) In Subdivision D and Industrial Bargaining Units and those working only under an Addendum to a Master

Collective Bargaining Agreement, Registered Apprentice dues shall not be more than the dues rate in said Bargaining Unit.

- (m) Incapacitated Dues. For Members who have exhausted the benefits provided in the Good Standing Procedures and who continue to meet those requirements, the monthly Incapacitated Dues shall be the per capita tax of the International Union of Operating Engineers, rounded to the next highest dollar, plus two dollars (\$2.00) per month, due and payable on a quarterly basis. Members lose eligibility to obtain Incapacitated Dues upon registration to the out-of-work list.

Section 3

All dues shall be deposited in the General Fund and distributed as follows:

- (a) One-half percent (1/2%) shall be distributed to Local Union No. 3 Capital Maintenance and Technology Improvement Fund, and
- (b) One percent (1%) shall be distributed to the Defense Fund, and
- (c) One percent (1%) shall be distributed to the Hardship Strike and Lock-Out Fund, and
- (d) Not less than one-half percent (1/2%) shall be distributed to the Emergency Welfare Fund.
- (e) Insofar as allowed by law, one dollar and fifty cents (\$1.50) per Member per month shall be distributed to the Local Union Political Action Committee; fifty

cents (\$.50) per Member per month shall be distributed to the District Political Action Committee; one dollar and fifty cents (\$1.50) per Member per month shall be distributed to the General Statewide Issues Advocacy/ Ballot Initiative Fund. The money distributed to the Local Union for Political Action and to the District for Political Action shall be increased by one and nine-tenths percent (1.9%) on January 1st of each year. Should said allocations be found not to be lawful, these funds shall revert to the Local's General Fund.

- (f) For the purposes of allocating funds for Political Action Committees, the District Political Action Committee to which the funds are distributed shall be that District in which the Member resides according to the Membership records of the Union. Except that Members residing outside the jurisdiction of the Local or whose residence is unascertainable by the Union, shall be distributed to the District 01 Political Action Committee Fund. Should a District Political Action Committee's prior month end fund balance exceed fifty thousand dollars (\$50,000.00), no new funds shall be allocated to the District Political Action Committee and any such funds which should have been allocated under this Bylaws section shall instead be distributed to the General Statewide Political Fund.

Section 4

A Member who is sixty (60) days delinquent in the payment of his or her dues shall by action of Local Union No. 3 be suspended as of the sixty-first (61st) day.

Section 5

A Member who has been suspended for dues delinquency shall be required to make application for reinstatement, pay the International Reinstatement Fee of five dollars (\$5.00), any fines and assessments then in arrears, any applicable International Tax, plus an amount equal to employed dues from the time he or she was last in good standing through the end of the quarter or month of the Member's reinstatement, as applicable, and one quarter (1/4) or three (3) months dues in advance. In cases where the cost of reinstatement exceeds the amount of the current Initiation Fee, the Local Union may accept such Individuals as new Members. Fees assessed because of dues delinquency shall be deposited in the General Fund and distributed to the Defense Fund. *(IUOE directive 6/19/08)*

Section 6

The distribution of Funds as provided in this Article and Article V may be changed from time to time by the Executive Board subject to Article IX, Section 4 of these Bylaws.

ARTICLE VII: OFFICERS

Section 1

The Constitutional Officers of this Local Union shall consist of a President, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer,

Business Manager, three (3) Trustees, three (3) Auditors, Conductor, and Guard. No Member may hold the Offices of Financial Secretary and Treasurer at the same time.

Section 2

The term of all Officers shall be for a period of three (3) years.

Section 3

A vacancy in any Office shall be filled by appointment for the unexpired term thereof by the vote of a majority of the following Officers, namely: President, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Manager. In the event those Officers shall fail to fill said vacancy within thirty (30) days after the same shall occur, then said Office shall be filled by secret ballot vote of the majority of the Membership in good standing present at the next regular Semi-Annual Meeting of the Local Union following the expiration of said thirty (30) days.

Section 4

The Local Union Executive Board shall set the salaries of all Officers, provided that the Business Manager's salary shall be twenty-five percent (25%) more than the yearly salary of the President, Vice President, Recording-Corresponding Secretary, Financial Secretary, or Treasurer, whose salaries shall all be the same, if the Business Manager chooses to hire any or all of these officers. *(IUOE directive 6/19/08)*

Section 5

The duties of the Constitutional Officers, other than the Business Manager, and in addition the Auditors, Conductor, and Guard shall be as provided in the International Constitution except that the President shall be a Delegate to State, Interstate and Provincial Organizations to which the Local Union is entitled to send a Delegate, and the President, Vice President, Recording-Corresponding Secretary, Financial Secretary, and Treasurer are, and each of them is, a Delegate to any International Convention held during their term of Office.

ARTICLE VIII: BUSINESS MANAGER

Section 1

There shall be a Business Manager, who is a Constitutional Officer.

Section 2

It shall be the duty of the Business Manager to direct and conduct all of the business and affairs of this Local Union and its Subdivisions to secure and achieve the objects, purposes and principles of this Local Union within the limits of the policy set by the Membership at its regular Semi-Annual Membership Meeting, and by the Local Union Executive Board between meetings.

Section 3

Specifically but not in limitation of his or her general powers and duties:

- (a) The Business Manager shall direct, for this Local Union, the negotiation of all Agreements with an Employer and shall enforce each such Agreement fully through his or her staff.
- (b) He or she shall employ all Representatives, Agents, and Assistants in accordance with the International Constitution, and Office and other Employees, who shall be directly responsible to him or her. He or she shall set all salaries of District and Business Representatives and Employees with the advice and consent of the Local Union Executive Board.
- (c) He or she shall employ such Legal Counsel, Certified Public Accountants and other technical personnel as he or she may deem necessary or advisable.
- (d) He or she shall have the power to appoint or remove Delegates to the various Councils, Delegates or Representatives to various organizations to which this Local Union is entitled to send Delegates or on or in which it is entitled to representation, Trustees of all Trusts whose Trustee Agreement authorizes this Local Union to name or appoint Trustees.
- (e) When, in the judgment of the Business Manager, it shall be necessary, proper, advisable, or desirable to protect, preserve, secure, or advance the interests, objects, purposes and principles or any of them of this Local Union:
 - (1) He or she is authorized on behalf of this Local

Union to initiate legal or administrative proceedings, actions or suits and to defend this Local Union in any legal (civil or criminal) or administrative proceedings, actions or suits which in his or her judgment may be necessary, proper or desirable to protect, preserve, secure or advance the interest, purposes, objects and principles of this Local Union.

- (2) He or she is further authorized, with the advice and consent of the Local Union Executive Board, on behalf of this Local Union to defend its Officers, Local Union Executive Board and its Members, each Political Action Committee and its Members, Job Stewards, Representatives, Agents, and Employees in any legal (civil or criminal) or administrative proceeding, action, or suit in which any of them are named as a party by reason of any act or thing done or which it is claimed any of them failed to do arising out of or in the course of their duties or employment as an Officer, Local Union Executive Board or its Members, Political Action Committee or its Members, Job Steward, Representative, Agent, or Employee, except if such Officer, Representative, Employee, or Agent is charged with a breach of his or her trust to the Local Union or any Member thereof, in which event, he or she may be indemnified only if the action is terminated favorably to him or her. *(IUOE directive 6/19/08)*

- (3) He or she is further authorized on behalf of this Local Union with the advice and consent of the Local Union Executive Board to compromise and settle any such legal (civil) or administrative proceeding, action or suit hereinabove referred to and to pay out of the Funds of this Local Union all or any part of such compromise or settlement and any judgment or decree.
- (f) He or she shall attend all regular Semi-Annual Meetings of the Local Union and such District Meetings as he or she is able to attend.
- (g) He or she shall be a Delegate to and attend all Conventions, including State, Interstate, and Provincial Organizations to which the Local Union is entitled to send Delegates, and is a Delegate to any International Convention held during his or her term of office.
- (h) He or she shall be a Member of all Boards of Trustees on which the Local Union is entitled to representation.
- (i) He or she shall incur such expense as may be necessary, proper, or advisable in the carrying out of his or her duties and shall cause all salaries and other current expenses to be paid.
- (j) He or she shall, insofar as in his or her opinion it is necessary or advisable, set the allowances and approve or authorize the incurrence of expense of and by all District and Business Representatives, Agents,

and other Employees of the Local Union and shall be authorized to grant to such persons time off for personal leave, holidays, or sick leave.

- (k) He or she is authorized to trade, exchange, purchase, sell or lease automobiles and other equipment and to arrange financing therefor and to maintain and repair the same. All documents involved shall be executed by the Recording-Corresponding Secretary. He or she is further authorized to maintain and repair real property owned by this Local Union.
- (l) With the advice and consent of the Local Union Executive Board, he or she shall purchase such policies of insurance as in his or her judgment are necessary, proper or advisable.
- (m) He or she shall do and perform all acts, whether or not expressly authorized herein, which he or she deems necessary, advisable, or proper for the protection of the property of this Local Union and for the benefit of this Local Union and its Members.
- (n) He or she shall at all times consult with the Officers of the Local Union and Members of the Local Union Executive Board and seek other advice and assistance between meetings of the Local Union Executive Board when necessary or advisable.
- (o) He or she may in any and all instances allowable under the IUOE Constitution act directly or through a Designated Representative appointed by him or her.

- (p) All of his or her acts that require the advice and consent of the Executive Board shall be reviewable by the Executive Board of this Local Union at its next subsequent regular meeting, or at any specially called meeting for that purpose, and may by majority vote be revoked. (*IUOE directive 6/19/08*)

ARTICLE IX: EXECUTIVE BOARD

Section 1

This Local Union shall establish an Executive Board, which shall be known as the Local Union Executive Board, composed of its President, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, Business Manager, and one (1) Member from each District who is not a Constitutional Officer, who shall be known as a District Member. A quorum to conduct business shall consist of a majority of the Board Members.

Section 2

- (a) The term of all District Members shall be for a period of three (3) years.
- (b) A vacancy in any position of District Member shall be filled by appointment for the unexpired term thereof by the vote of a majority of the following Officers, namely: President, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, and Business Manager. In the event those Officers shall fail to fill said vacancy within thirty (30) days after the

same shall occur, then said Office shall be filled by secret ballot vote of the majority of the Membership in the District in good standing present at the next quarterly or special called meeting of the District following the existence of the vacancy. Written notice of such meeting to the Membership in the District shall be given by depositing the same in the mail, postage prepaid at least fifteen (15) days prior to the date of such meeting. For the purpose of this Section, a Member's District is that in which his or her address, as shown on the records of this Local Union, is located ten (10) days prior to the day on which the notices are mailed.

Section 3

The Executive Board shall be the policy-forming tribunal of the Local Union.

Section 4

All of the rights and powers that may be exercised by the Members at a regular Semi-Annual Meeting of the Local Union when such regular Semi-Annual Meeting is in session shall, when the regular Semi-Annual Meeting is not in session, pass to and be vested in the Local Union Executive Board. All acts of the Local Union Executive Board shall be reviewable by the Members of this Local Union at the next subsequent regular Membership Meeting of this Local Union and may by majority vote of the Members present be revoked.

Section 5

The District Representative shall attend all meetings of the Local Union Executive Board unless excused, and shall advise the Local Union Executive Board with respect to all matters coming before the Board.

Section 6

The Local Union Executive Board shall be charged with the responsibility of supervising all Subdivisions.

Section 7

The Local Union Executive Board shall meet as often as necessary, but not less than once each month, and at the call of the President, or on written request of a majority of the Executive Board.

Any recommended expenditure of ten thousand dollars (\$10,000.00) or more, excluding litigation, for which Executive Board advice and consent is required shall be approved by roll call vote.

Section 8

In the investing of the Funds of this Local Union the Local Union Executive Board shall be limited only by the “reasonable man” rule applicable to Trustees by the Laws of the State of California and other applicable laws and such investments shall be made by the Treasurer as directed.

ARTICLE X: POLITICAL ACTION COMMITTEES

Section 1

District Political Action Committee.

- (a) There shall be a Political Action Committee in each District with the responsibility to consider requests for support by the Local Union for issues, political candidates, and goodwill in the District and to hear complaints and charges internal to the Local Union. Internal union charges shall be processed according to the procedures in Article XVIII. The District Political Action Committee shall consist of five (5) Members:

One (1) District Executive Board Member;
One (1) District Representative; and
Three (3) Members, who shall be registered voters in the District, elected by the Members of the District.

- (b) The District Executive Board Member shall be Chairman. The District Representative shall be Secretary and he or she shall keep a detailed account of the activities of the Committee and furnish the Business Manager and Recording-Corresponding Secretary a copy of the minutes of all meetings within three (3) days following the meeting. All Members of the Committee shall be given a copy of the minutes, which shall be kept on file at the District Office.

Section 2

The Political Action Committee shall meet on an as needed basis, but not less than two (2) times monthly or, in case of emergencies, upon the call of the District Representative.

Section 3

No Member shall be eligible for election, be elected, or hold the position of Political Action Committee Member:

- (a) Unless he or she is a continuous Member in the Parent Local Union for one year preceding nomination and not suspended for nonpayment of dues during that one year and a registered voter (with proof of current voter registration) in the District where he or she is seeking nomination;
- (b) If he or she is retired, is an Officer of, or is on the payroll of the Local Union or a related entity;
- (c) If he or she is an Owner-Operator or a Contractor;
- (d) No Member shall be nominated unless he or she is present at the meeting, or unless he or she has filed prior to the meeting with the Recording-Corresponding Secretary or to the District Meeting Secretary on the day of the meeting before the meeting commences a statement in writing, signed by him or her, to the effect that he or she is eligible to be a Political Action Committee Member and will accept the nomination if nominated.

Section 4

Rules of Order.

- (a) At the hour appointed, if a quorum be present, the Chairman shall call the meeting to order and preside.
- (b) Three (3) Members of the Political Action Committee shall constitute a quorum.
- (c) The proceedings of this Committee shall be governed by the Constitution of the International Union of Operating Engineers.

Section 5

The Political Action Committee shall process the charges of any Member who is desirous of appearing before them and who files his or her charge within thirty (30) days of the event or circumstance giving rise to the charge or within thirty (30) days of learning of the event or circumstance, and report their findings and recommendations in their minutes.

Section 6

The Political Action Committee shall work in conjunction with the District Representative and the Members in the District to further the cause of organized labor and, more specifically, the Operating Engineers, and the objects, purposes and principles of this Local Union.

Section 7

Any rules not herein set forth shall be established by the Local Union Executive Board.

Section 8

- (a) Any Member of the Political Action Committee absenting himself or herself for four (4) consecutive meetings without an excuse satisfactory to the Committee shall be replaced.
- (b) Replacement of Political Action Committee Members shall be done by appointment of the President for the remainder of the Committee Member's term.

Section 9

The term of office for the three (3) Members of the Political Action Committee shall be for one (1) year, and the election shall take place at the first District Meeting of the year in each respective District.

Section 10

Any Member against whom a charge is filed shall be requested in writing to appear before the Political Action Committee. The request to appear shall state the alleged charge and the Member shall be entitled to have witnesses appear in his or her behalf.

Section 11

When a charge is filed, the Member, except the President when filing a charge on behalf of the Local Union, filing the charge shall be present at the meeting when the Political Action Committee hears the charge.

ARTICLE XI: JOB STEWARD

Section 1

When, as and if the Business Manager determines that a Job Steward is, or Job Stewards are, necessary or advisable on a Job or Project, such Job Steward or Stewards shall be appointed by the Business Manager. The Business Manager shall give consideration to requests of the Membership for the appointment of Stewards.

Section 2

A Job Steward shall be a registered voter within the territorial jurisdiction of the Local Union, as evidenced by current and continuing valid registration and a Member of the Union for five (5) years next preceding his or her appointment, if possible.

Section 3

Authority.

- (a) The Job Steward's duties, functions, and responsibilities are limited to receiving complaints from the Members; checking the job for violations of Agreement; health and safety; investigating and reporting to the appropriate Business Representative.
- (b) The Job Steward has no authority to seek adjustment of violations of the Agreement or of the International Constitution or of these Bylaws, nor shall he or she purport to have the authority or be deemed to have the authority, nor shall he or she act to cause or attempt

to cause, in any fashion whatsoever, any person, whether Employee, Supervisor, or Employer, to take any action, or any person to cease from any action in violation of, or in furtherance of, the Agreement or the International Constitution, or of these Bylaws; but the Job Steward shall, instead, report to the Business Representative of the Union servicing the Job or Project for appropriate action. He or she may under no circumstances collect any money due or payable to the Local Union from any Member or applicant for Membership or any other person.

Section 4

A Job Steward who fails to carry out his or her duties or exceeds his or her authority may be summarily suspended from his or her position as Job Steward by the Business Manager and be removed from his or her position as Job Steward.

ARTICLE XII: ELECTIONS

Section 1

Eligibility.

- (a) *Officers other than the Business Manager and District Members:* No Member shall be eligible for election, be elected, or hold office unless he or she shall have been a Member continuously in good standing in the Local Union for one (1) year preceding the month of nominations; a Member continuously working or having hours reported to the Trust Funds or seeking

work (out-of-work list registration) within the jurisdiction of Local 3 for the one (1) year preceding the month of nominations; and provided that no Member shall be eligible for election, be elected, or hold office unless he or she shall also have been a Member of the Local Union for two (2) years immediately prior to election subject to Paragraph (d) below, and nominated by at least two hundred (200) or two percent (2%), whichever is less, of the Members of the Local Union and its Subdivisions, (except Subdivision R Registered Apprentices), who are not suspended for nonpayment of dues as of the first nominating meeting, in the manner and form set out in Section 2, Nominations, of this Article. The two hundred (200) or two percent (2%) shall be two hundred (200) or two percent (2%) of the Members shown on the records of the Union as of the last day of February preceding the election. *(IUOE directive 6/19/08)*

- (b) *Business Manager:* No Member shall be eligible for election to, be elected to, nor hold the office of Business Manager unless he or she shall have been continuously in good standing in the Local Union for a period of two (2) years preceding the month of nominations subject to Paragraph (d) below; a Member continuously working or having hours reported to the Trust Funds or seeking work (out-of-work list registration) within the jurisdiction of Local 3 for the two (2) years preceding the month of nominations;

and nominated by at least two hundred (200) or two percent (2%), whichever is less, of the Members of the Local Union and its Subdivisions, (except Subdivision R Registered Apprentices), who are not suspended for nonpayment of dues as of the first nominating meeting, in the manner and form set out in Section 2, Nominations, of this Article. The two hundred (200) or two percent (2%) shall be two hundred (200) or two percent (2%) of the Members shown on the records of the Union as of the last day of February preceding the election.

- (c) *District Member of the Executive Board:* No Member shall be eligible for election, be elected, nor hold the position of District Member unless he or she shall have been continuously in good standing in the Local Union for one (1) year preceding the month of nominations; a Member continuously working or having hours reported to the Trust Funds or seeking work (out-of-work list registration) within the jurisdiction of Local 3 for the one (1) year preceding the month of nominations; and provided that no Member shall be eligible for election, be elected, nor hold the position of District Member unless he or she shall have been a Member of the Local Union for two (2) years immediately prior to election subject to Paragraph (d) below. The District Member must be a Member of the District and must have resided within the District continuously for a period of at least ninety (90) days preceding the month of nominations. His

or her candidacy must be supported by a nomination form signed by five (5) Members of the District. A Member may not hold the office of District Member of the Executive Board while simultaneously holding another officer position. (*IUOE directive 6/19/08*)

- (d) If no Member fulfills the foregoing conditions of eligibility for a particular Office or Position, any Member currently in good standing in the Local Union and otherwise eligible shall, upon the filing of an Affidavit that he or she meets the requirements of Article XII, Section 1(a) of these Bylaws, be eligible to be nominated for and elected to and to hold that Office or Position.
- (e) Members of Subdivision R Registered Apprentices shall not be eligible for nomination or election to any Office or Position set forth in Paragraphs (a) through (c) above.
- (f) No Member retired from work at the trade shall be eligible for election, be elected, nor hold office in this Local Union. This restriction, however, shall not be applicable to any Member so retired who at least one (1) year, and, in the case of one seeking the office of Business Manager at least two (2) years, immediately prior to the month of nominations, has ceased to accept retirement benefits and returned, or actively and continuously sought to return, to full-time work at the trade.
- (g) Commencing in 1985, no Member shall be eligible for election, be elected, nor hold office who has not

during the year and, commencing in 1986, in the case of one seeking the office of Business Manager, two (2) years immediately prior to the month of nominations, been continuously employed at the trade, or who has not actively sought continuous employment at the trade. This restriction, however, shall not apply to any Member employed by or working for a Local Union or the International Union, or who has been assigned by his or her Local Union or the International Union to perform work in furtherance of the interests of organized labor in either case in a sufficiently time consuming capacity so as to preclude meeting the requirement of continuous employment at the trade or active seeking of continuous employment at the trades.

- (h) No Member shall be eligible for election, be elected, or hold any Office, and no person shall be employed who has been convicted of any crime involving moral turpitude, offensive to trade union morality, or who has been found after trial by the Union or by a Court of Law to have been false to his or her trust or misappropriated Union Funds or property or who has engaged in any conduct prohibited by Section VI(A) of the International Union of Operating Engineer's published "Code of Ethics." (*IUOE directive 6/19/08*)
- (i) No Member shall be in good standing unless he or she has paid all current dues to the Local Union within thirty (30) days after they shall have become due and

payable, as evidenced by his or her dues card. No Member whose dues have been withheld by his or her Employer for payment to the Local Union pursuant to his or her voluntary authorization provided for in a Collective Bargaining Agreement shall be declared ineligible to nominate, to vote, or be a candidate for Office in the Local Union solely by reason of alleged delay or default in the payment of dues.

- (j) No candidate (including a prospective candidate) for Local Union office, and no supporter of a candidate for Local Union office, may solicit or accept any direct or indirect financial support from any non-Member of the International Union of Operating Engineers or from any foundation, corporation or other entity whose funds are derived in whole or in part from any person not a Member of this International Union.
- (k) No Member Owner/Operator of an entity that employs Operating Engineers shall be eligible for election nor hold office in any Local Union, nor nominate candidates in any Local Union election.
- (l) No member who also is a member of a rival labor organization shall be eligible for election, be elected nor hold office in any Local Union, unless such eligibility requirement is waived by the IUOE General President.

Section 2

Nominations.

- (a) Nominations: Nominations shall be made no earlier than May at the regularly scheduled District Meetings as directed by the Local Union Executive Board as a special order of business, or at specially called meetings in that month in Districts in which there is no regularly scheduled meeting.
- (b) Notice: Notice of the right to nominate, the number of nominators required and of the time and place of the regular and specially called District Meetings at which nominations will be made, shall be given by publication in the March edition of the *Engineers News*, and promptly posted in the District Employment Offices or Job Placement Centers.
- (c) Nomination Committee: There shall be a Nomination Committee in each District composed of the District Election Committee person and not less than two (2) Members from the District appointed by the Presiding Officer just prior to nominations. In the event the District Election Committee person is absent, the Presiding Officer shall appoint one (1) additional Member from the District to the Committee.
- (d) It shall be the duty of the Nomination Committee to receive the written nomination when delivered by a nominator, count the nominations of each Member nominated for each Office or Position, and deliver

the nominations prior to the close of each meeting to the Presiding Officer, who shall announce the number of nominators nominating each nominee for each Office or Position. The Presiding Officer shall have the responsibility of delivering the nominations to the Recording-Corresponding Secretary, who shall cause them to be delivered to the Secretary of the Election Committee.

- (e) Nominations shall be in writing and signed by one or more nominators giving the last four (4) digits of each nominator's Social Security Number and complete Register Number.
- (f) When nominations are called for by the Presiding Officer for a particular Office or Position, one of the nominators shall address the Presiding Officer reciting his or her name and Register Number and present to the Presiding Officer the names and Register Numbers of the other nominators and the name of the Member and the Office or Position for which he or she is nominating the Member and deliver the written nominations to the Nomination Committee.
- (g) Within five (5) days after the nominations have been concluded, the Recording-Corresponding Secretary of the Local Union must mail (and email if available) to each Member nominated, at his or her last known home address, notice of his or her nomination and the Office to which he or she has been nominated. The candidate must return a written acceptance of

the nomination to the Recording-Corresponding Secretary, which acceptance must be received by the Recording-Corresponding Secretary within ten (10) days of the date the candidate was notified of the nomination. In addition, all candidates shall have been in regular attendance at all home District Membership Meetings held after nominations and before election, subject, however, to a reasonable excuse based upon good cause such as physical incapacity, working in the trade at a location one hundred (100) or more miles from the home District meeting location, or death in the family. (*IUOE directive 6/19/08 & Constitutional Amendment 2008*)

- (h) No Member may seek, be elected to or hold more than two (2) offices in the Local Union.
- (i) In the event no statement is received by the Recording-Corresponding Secretary on or before ten (10) days from the date the notice was received, provided for in Article XII, Section 2(g), the nominee shall be deemed for all purposes to have declined all nominations for the Offices or Positions for which he or she has been nominated.
- (j) Eligibility of Members to Nominate: Every Member of the Parent Local Union and its Subdivisions (except Subdivision R Registered Apprentices) and (except for Owner-Operators of an entity that employs Operating Engineers), who is not suspended for nonpayment of dues preceding the first nominating meeting shall have the right to nominate.

- (k) In the event of the death, between nomination and the time of the last meeting preceding the election, of any Constitutional Officer who has been nominated to Office in the forthcoming election, any Member of the Local Union, who is otherwise eligible, shall be eligible to be nominated and upon his or her filing with the Recording-Corresponding Secretary of an Affidavit and of his or her acceptance of such nomination shall be eligible to be elected to, and, if elected, to hold the Office to which the deceased Officer had been nominated. If the death occurs after the last Meeting preceding the election, nomination shall be effected by filing the Affidavit and a statement of candidacy with the Recording-Corresponding Secretary prior to the election but in no event more than five (5) days after the deceased Officer's death.

Section 3

Elections.

- (a) The election of Officers and District Members of the Local Union Executive Board shall be held during the month of August by mail referendum vote of the Membership of this Local Union under the supervision of the Election Committee and a firm of Certified Public Accountants, selected by the Executive Board, with such other technical and legal assistance as may be provided.
- (b) The election shall be conducted by a committee known

as the Election Committee, composed of one (1) Member from each District in which nominations will be made. The Member shall be nominated and elected by secret ballot at the regular quarterly or specially called District Meetings by vote of those Members present whose last known address, as shown on the records of the Local Union ten (10) days prior to the first such District Meeting in March preceding the election, was within the area covered by the District. Each nominee shall be a registered voter in the District in which he or she is nominated, shall have been a Member of the Parent Local of Operating Engineers Local Union No. 3 for five (5) years next preceding his or her nomination and election, and shall not be a candidate or nominator of a candidate for any Office or Position.

The nominee for Committee Member in each District receiving the highest number of votes shall be elected, and, in the event he or she is unable or unwilling to serve, shall be replaced by the nominee with the next highest number of votes, and he or she, under the same circumstances, by the next highest, and so on, until the list of nominees is exhausted.

- (c) The Election Committee shall determine whether or not each candidate nominated is eligible. Any candidate found not to be eligible shall be declared ineligible by the Election Committee. The Committee's decision shall be promptly communicated to each such

ineligible candidate in writing. Unless the Election Committee's decision is reversed on appeal, it shall govern, and the ballots shall be prepared accordingly.

- (d) The Election Committee shall be responsible for the conduct of the election, and specifically for: the preparation of the list of eligible voters; showing the Member's name and last known address as it appears on the records of this Local Union; the preparation and printing of the ballots, listing the nominees for Business Manager first and the Constitutional Officers next; and other positions thereafter in the order in which they appear in Article VII, Section 1 of these Bylaws listing the elected or appointed incumbent for each Office or Position first and the other nominees for the same Office or Position in alphabetical order by their last name (the candidate's name and one (1) occupational classification, that is, classification set forth in Collective Bargaining Agreement that the Local Union has entered into, if any, given by him or her being printed as it appears on the Acceptance of Nominee Form) and envelopes; and the giving of a Notice of Election, by mailing a printed Notice thereof to each Member of the Local Union at his or her last known address as it appears on the records of this Local Union not less than fifteen (15) days prior to the mailing of the ballots to eligible voters.

The Election Committee shall cause a sample ballot to be published in the July edition of the *Engineers News*

preceding the election, and to be promptly posted in the District Job Placement Centers.

The Election Committee or designated member(s) thereof shall cause the electronic transfer with delivery receipt of the list of names and last known addresses of eligible voters to the printer, and cause the printer to deliver the ballots and envelopes under the supervision of the firm of Certified Public Accountants chosen by the Local Union Executive Board, which firm shall rent a post office box to which the ballots shall be returned.

- (e) The Certified Public Accountants shall mail the ballots and return envelopes to the eligible voters no later than August 9th preceding the election, and shall open the post office box for the first and last time on September 1st at 10:00 a.m. of that day. In the event September 1st should be a Saturday, Sunday or a holiday, the post office box shall be opened by the Certified Public Accountants on the preceding day at the same time.

The Certified Public Accountants shall remove the returned ballots, count the same, and certify the results in writing to the Election Committee. The Election Committee, or a subcommittee thereof, shall be present at the mailing of the ballots, the opening of the post office box, and the counting of the ballots.

The Election Committee shall make certain that adequate safeguards are maintained so as to protect the secrecy of the ballots.

- (f) The Election Committee shall declare the candidate for each Office and Position receiving a plurality of the votes elected, except that the three (3) candidates receiving the highest number of votes for the Office of Trustee and the Position of Auditor shall be declared elected. The certificate of the Certified Public Accountant shall be published in the October edition of the *Engineers News* following the election.
- (g) The newly elected Officers shall be sworn-in at the Semi-Annual meeting in September. Regardless of the meeting date, the terms for all Officers shall commence on September 1st, unless the General President directs a different date.
- (h) Every Member who is not suspended for nonpayment of dues as of the date for the mailing of the ballots, shall have the right to vote. No Member whose dues shall have been withheld by his or her Employer for payment to the Local Union pursuant to his or her voluntary authorization provided for in a Collective Bargaining Agreement shall be declared ineligible to vote by reason of any alleged delay or default in the payment of dues by his or her Employer to the Local Union.

Eligibility to vote for District Member shall, in addition, be based on each Member's last known address as shown on the date for the mailing of the ballots, and each Member shall be eligible to vote only for the

nominees for District Member for the District in which such address is located.

Section 4

Each candidate shall have the right to have an observer, who must be a Member in good standing, in lieu of himself or herself at the polls and at the counting of the ballots; that is, each candidate shall have the right either to be present or to have an observer be present, but not both, to check the eligibility list of voters, check the ballots, see that the ballots are mailed, be present at the opening of the post office box, and at the counting of the ballots. The observer or the candidate may challenge the eligibility of any voter, and the ballots of all voters who may have been challenged shall be set aside, pending determination as to their validity. If the challenged ballots are sufficient in number to affect the results of the election, all challenges shall be investigated by the Election Committee to determine their validity as promptly as possible.

Section 5

- (a) Every Member shall have the right to express his or her views and opinions with respect to the candidates; provided, however, that no Member shall libel or slander the Local Union, its Members, its Officers, District Members, or any candidate, where such slander or libel is contrary to the responsibility of every Member to the Local Union as an institution or specifically interferes with the Local Union's performance of its legal or contractual obligations.

- (b) Any Member found guilty of violating Paragraph (a) of this Section 5 shall be subject to discipline in accordance with the applicable procedures of the Constitution and Bylaws, and if such Member should be a candidate he or she shall, if found guilty, in addition to any fine, suspension or expulsion, suffer the loss of the Office for which he or she is a candidate, if elected thereto.

Section 6

The Election Committee or designated member(s) thereof, upon request of any bona fide candidate for Office, prior to or following nomination, shall cause such candidate's campaign literature to be distributed provided the candidate making such request does so in writing, advises of the type of mailing and pays all costs involved. (*IUOE directive 6/19/08*)

Section 7

When any candidate duly nominated is unopposed for election, the secret ballot vote shall be dispensed with and the Recording-Corresponding Secretary shall cast one (1) vote for such nominees who shall then be declared duly elected to their respective Offices. However, the unopposed candidate's name and office or position shall still be listed on the secret ballot and reflect that the nomination is unopposed. Nomination, Acceptance of Nomination, and Election Records, including but not limited to the list of eligible voters, the ballots cast, and all challenges and challenged ballots, the certificate of the Certified Public

Accountants, copies of all requests for distribution of campaign literature with copies thereof, and envelopes in which mailed, the record of the cost thereof and the amount received for such work, shall be preserved by the Recording-Corresponding Secretary for a period of at least one (1) year.

Section 8

Any protest relating to the nominations and elections of Officers, and any protest relating to the nominations and elections of Delegates, must be made to the Local Union by registered mail within thirty (30) days after the election, setting forth in writing the specific reasons for such protest. Any member making a timely protest may appeal the decision of the Local Union thereon to the General Executive Board and General Convention in accordance with Article XVII of the IUOE Constitution. Any member may protest the filling of vacancies in office to the General Executive Board and General Convention in accordance with Article XVII of the IUOE Constitution. Notwithstanding the above, any protest relating to the nominations and elections of Delegates conducted in January or February prior to a General Convention must be filed with the office of the General Secretary-Treasurer within fifteen (15) days after the election, setting forth in writing the specific reason for such protest. All such protests timely filed shall be referred by the General Secretary-Treasurer to the Credentials Committee of the General Convention for consideration.

An appeal from a decision of the Credentials Committee may be made to the Convention, and Delegates affected thereby shall not be seated until said appeal shall have been voted thereon by the Convention.

ARTICLE XIII: INTERNATIONAL CONVENTION DELEGATES

Section 1

Delegates and Alternate Delegates to the International Convention other than the President, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, and Business Manager (who shall be Delegates by virtue of their election to Office) shall be nominated and elected in the same manner as provided in Article XII of these Bylaws, except that:

- (a) To be eligible, a Member must, at the time of nomination, both be in good standing with respect to payment of dues and have been continuously employed or seeking employment in the trade for one (1) year preceding the month of nomination. (*IUOE directive 6/19/08*)
- (b) Except as provided in Paragraph (e) of this Section, the Election Committee shall be nominated and elected at the regular quarterly or special District Meetings no later than November of the year next preceding the election.
- (c) Each Nominee shall have the right to list one of the following after his or her name on the ballot: his or

her elected or appointed Office or elected or appointed Position, or Collective Bargaining Agreement classification.

- (d) Except as provided in (e) of this Section, nominations will be held in the month of December, and the election will be held in the month of February.
- (e) When the International Convention is to occur during the year next following an election of Officers under Article XII of these Bylaws, the nomination and election of Delegates and Alternates to such International Convention shall take place concurrently with the nomination and election of Officers.
- (f) Where there are no more candidates nominated for Delegates and Alternate Delegates than are authorized by the Local Union Executive Board, the secret ballot election shall be dispensed with and the Recording-Corresponding Secretary shall cast one (1) ballot for all the unopposed candidates for Delegates and Alternate Delegates, who shall then be declared duly elected.

Section 2

The election of Delegates other than the President and Business Manager (who shall be Delegates by virtue of their election to Office) to State, Interstate and Provincial Organizations shall be held by secret ballot, and adequate safeguards to insure a fair election shall be provided by the Union, in accordance with the International Constitution,

applicable laws and such rules and regulations as may be promulgated by the General Executive Board.

ARTICLE XIV: MEETINGS

Section 1

Regular stated Membership Meetings of Local Union No. 3 shall be held semi-annually on a Saturday or Sunday in March and September at locations within the territorial jurisdiction of Local Union No. 3. The dates and locations of such Semi-Annual Membership Meetings shall be established by the Executive Board and shall be published, in the case of the March meeting, in the January and February editions of the *Engineers News*. Dates and locations for the September meeting shall be published in the July and August editions of the *Engineers News*.

Regular District Membership Meetings of Local Union No. 3 shall be held quarterly at locations within the territorial jurisdiction of the District as defined in Appendix A. Regular District Membership Meetings shall take place in one (1) designated location per District. For those Districts with subcommittees, only informational meetings will occur in the location of the subcommittee. All Union business will be conducted in the District's designated location during the Regular District Membership Meeting. Special meetings shall be called upon notice in writing to the Members by mail addressed to each Member's last known address in the records of the Local Union. Notice of

regular Semi-Annual Meetings shall be posted in the Local Union Employment Offices on or before the first day of the month preceding the next regularly scheduled Semi-Annual Meeting.

Section 2

All motions under New Business to come before a Semi-Annual Meeting: shall be presented to the Local Union Executive Board at its regular meeting preceding the Semi-Annual Meeting; shall be hand delivered and/or e-mailed to each Local Union Executive Board Member or mailed to their home address if not in attendance; shall be received at the Board Meeting the month prior to the Semi-Annual Meeting; shall be considered by such Board at its regular meeting in the month preceding the Semi-Annual Meeting; shall, having been submitted to the Local Union Executive Board, be placed on the agenda of such meetings, and such agenda, including a copy of all such motions, shall be printed or duplicated and made available to each Member at the start of the meeting; and shall be reported upon by the Local Union Executive Board to the Members at the Semi-Annual Meeting.

Section 3

- (a) A special meeting of the general Membership shall be called when ordered by the President or by the Business Manager, or by a majority of the following Officers: Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Manager, or upon written request of one-third

(1/3) of the Members of the Local Union in good standing, or pursuant to a specific Bylaw provision specifying another means for calling such meetings.
(Constitutional Amendment 2008)

- (b) Special District Meetings shall be called from time to time upon request of the District Representative or the District Political Action Committee, with the approval of the Business Manager and shall be presided over by the Business Manager or his or her Designated Representative.

Section 4

- (a) The Business Manager may, in person or through his or her Designated Representative, call a special meeting of those Members of the Local Union covered by any particular Collective Bargaining or other Agreement with an Employer as that term is defined in the Labor-Management Relations Act of 1947, as amended, for the purpose of considering and acting upon wages, rates of pay, benefits, hours of labor, and other conditions of employment affecting them, and all other Members may be excluded from such meetings.
- (b) Such meeting may be called for the purpose of taking a strike vote, or a vote to accept or reject any Employer proposal or Collective Bargaining Agreement or other Agreement affecting their employment.
- (c) A strike vote, or a vote to accept or reject any Employer Proposal or Collective Bargaining Agreement or other

Agreement not taken under (a) or (b) shall be taken at specially called District Meetings in those Districts, all or part of which come within the territorial coverage of the Agreement, in which case the majority of the total votes cast by the Members present at all such District Meetings shall govern.

Section 5

Any vote taken under Paragraphs 4(a), 4(b) or 4(c) above shall be limited to those Members who have not retired under any negotiated Pension Plan, Employer-Financed Employee Plan, the General Pension Fund, or Headquarters Staff Plan. Each such Retired Member shall, however, be entitled to have a voice at such meeting.

Section 6

Taping or recording at any Membership Meetings or Special Meeting provided for in this Article is prohibited, except with the prior written approval of the Business Manager.

ARTICLE XV: QUORUM AND RULES OF ORDER

Section 1

A quorum for the transaction of business at regular Semi-Annual or Special Membership Meetings shall consist of not less than one hundred (100) Members and any two (2) Constitutional Officers; provided that one (1) of such Constitutional Officers shall be either the President, the

Vice President, the Recording-Corresponding Secretary, the Financial Secretary, the Treasurer, or the Business Manager.

A quorum for the transaction of business at regular quarterly or special District Meetings shall be seven (7) and any two (2) Officers; provided that one (1) of such Officers shall be either the President, the Vice President, the Recording-Corresponding Secretary, the Financial Secretary, the Treasurer, or the Business Manager. The presiding Officer at such Meetings in the absence of the President shall be the Vice President, and in the absence of both, the Officer next listed under the International Constitution who is present shall call the meeting to order and preside.

Section 2

At the hour set for the Semi-Annual or Special Membership Meeting, the President shall call the meeting to order and preside. In the absence of the President, the Vice President shall preside. In the absence of both, the Recording-Corresponding Secretary shall call the meeting to order, and the Membership shall elect a temporary Chairman.

Section 3

If any Officer absents himself or herself from four (4) consecutive regular Semi-Annual meetings of the general Membership without a satisfactory excuse, his or her Office may be declared vacant in accordance with Article XXIV, Subdivision 1, Section (f) of the International Constitution.

Section 4

No Member in possession of or under the influence of alcohol or illegal drugs or chemicals shall be admitted to, or be permitted to remain in, the meeting hall. Whenever possible, the meetings shall be held in locations where alcohol is not readily available.

Section 5

No subjects, except those which are within the purposes, objects and principles of this Local Union shall be discussed at any meeting.

Section 6

Appeals from decisions of the Chair shall not be debatable except by the President and the Member making such appeal.

Section 7

A motion shall not be subject to debate until it has been recorded and stated by the Chairman.

Section 8

A motion to adjourn shall not be in order until the conclusion of New Business. A motion to suspend any order of business at a District Meeting may be made at the start of any order of business.

Section 9

It shall not be in order for a person who has spoken on a question to move the previous question at the close of his remarks.

Section 10

A Member having made a motion may withdraw it with the consent of his second, but a motion once debated cannot be withdrawn except by unanimous consent of the Members present.

Section 11

Before the Presiding Officer declares the vote on a question, any Member may ask for a division of the house, in which case the Chair shall comply with such request and call for a standing vote.

Section 12

Recognizing that all nominees for Office and all Members have and should have the right to express their views at meetings, and that, at the same time, the business of the Union must be conducted and the meetings must not be unduly prolonged, from the time of nominations until the first (1st) day for the mailing of ballots or the election, as the case may be, when the order of business “Nominations and Elections” is reached, the Presiding Officer at each District Meeting shall in every General Election call the name of each Office, commencing with the Business Manager and thereafter in the order set out in Article VII, Section 1 of these Bylaws, and thereafter District Member, and the name of each nominee in alphabetical order by his or her last name for each Office, at which time the nominee or a Member designated by him or her may rise and address

the Membership for not more than five (5) minutes. No nominee or representative of a nominee may speak except at the time of the calling of the nominee's name nor more than once, regardless of the number of Offices or Positions for which he or she has been nominated. The Presiding Officer in the election of Delegates and Alternate Delegates to the International Union of Operating Engineers Convention shall call in alphabetical order by the last name, and the nominee or a Member designated by him or her may rise and address the Membership for not more than five (5) minutes. No nominee or representative may speak, except at the time of calling of the nominee's name, nor more than once. After all the nominees or their representatives who are present when the nominees' names were called have spoken, the meeting shall be open for any Member to speak concerning nominees. No Member may speak more than three (3) minutes. The Presiding Officer may at this time if in his or her opinion the meeting has been unduly prolonged without motion or second, and as a matter of right, put the following question: "Shall the discussion be ended? All those in favor say 'aye.' All those opposed say 'no.'"

Section 13

Except as provided in Section 12, no Member shall speak on any one (1) question longer than three (3) minutes nor more than once until everyone who desires has had an opportunity to speak. The Presiding Officer may, at any time when in his or her opinion the business of the

meeting is unduly prolonged without motion or second and as a matter of right, put the following question: “Shall the discussion be ended? All those in favor say ‘aye.’ All those opposed, say ‘no.’”

Section 14

No Member shall be interrupted while speaking except to call him or her to order, or for the purpose of explanation or information.

Section 15

If at any time in the opinion of the Presiding Officer a Member is conducting himself or herself so as to disturb the meeting, without motion or second he or she shall as a matter of right put the following question: “Shall brother or sister (stating his or her name) be removed from the meeting? All those in favor say ‘aye.’ All those opposed say ‘no.’” If the vote is ‘aye,’ the Member shall be removed by force if necessary.

Section 16

Except as herein provided, Robert’s Rules of Order shall be the guide for proceedings at all meetings.

ARTICLE XVI: BONDING

It shall be the responsibility of the Business Manager to see that all persons required by law to be bonded shall be bonded and such other persons as may be designated by the Local Union Executive Board, in such amounts as shall be

either required by law or determined by the Local Union Executive Board, as the case may be.

ARTICLE XVII: ALLOWANCES, EXPENSES AND BENEFITS

Section 1

Allowances.

Recognizing that the Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Delegates, Representatives, Agents, and Employees of this Local Union should participate in cultural, civic, public, fraternal, and educational activities in addition to their specific duties as provided in the International Constitution and these Bylaws, and that such activities tend to secure and obtain the objects and purposes of this Local Union and benefit its Members; and recognizing that the time and money spent on such activities is unpredictable and unascertainable, such Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Delegates, Representatives, Agents, and Employees who participate in such activities may be granted an allowance in such amount (daily, weekly, or monthly) as the Business Manager with the advice and consent of the Local Union Executive Board may determine.

Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Delegates, Representatives, Agents, and Employees of the Union

who are required to travel may receive an out-of-town allowance in such amount as the Business Manager may determine with the advice and consent of the Local Union Executive Board.

In addition to the above, all Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Delegates, Representatives, Agents, and Employees may be reimbursed for or provided for all expenses incurred in their activities for or on behalf of this Local Union.

The Members of the Local Union, recognizing that it is sometimes difficult if not impossible, to segregate the personal from the official activities of such persons, and therefor affirm that such amounts paid or allowed are paid and allowed as partial compensation for the services performed by such persons in addition to any other remuneration received by such person.

Section 2

Automobile Allowances.

The Business Manager shall determine with the advice and consent of the Local Union Executive Board those persons for whom it shall provide automobiles or to whom it shall pay an allowance for mileage, in such amounts or at such rates as shall be determined by the Business Manager with the advice and consent of the Local Union Executive Board.

**ARTICLE XVIII:
MEMBER TO MEMBER CHARGES,
PRE-TRIALS AND TRIALS PROCEDURES**

Section 1

When a Business Representative or another member observes another Operating Engineer violating the rules of the Local Union Bylaws, International Constitution or agreement under which they are working, if he or she files a charge against that member, he or she must use Form #410, or equivalent. The charge must be filed within thirty (30) days of the occurrence of the violation or within thirty (30) days of learning of the event or occurrence, whichever is later. The charge is filed with the Recording-Corresponding Secretary's office.

Per Article XXIV, Subdivision 7, Section (q) of the International's Constitution, "Any member other than the President of the Local Union preferring charges against another member as provided herein, must at the time of filing the charges deposit fifty dollars (\$50.00) in cash or certified check for each individual charge and for each signatory to each such individual charge against each member. In the event a charge is proved, the deposit for that charge shall be returned to the member filing the same, and if not proved, shall be forfeited to the Local Union."

Section 2

Charges shall proceed as follows unless Executive Board elects to waive Steps 1-3:

First, to the District Representative;

Second, to the District Political Action Committee;

Third, to the Business Manager;

Fourth, to the Executive Board for formal processing;

Fifth, to the regular District Meeting of the District in which the alleged charges arose. (*IUOE directive 6/19/08*)

Section 3

All parties shall be notified in writing by certified mail, providing the date, time, and place of the hearing and the specific charges to be pretried. The purpose of the hearing shall be to define the issues and to make a preliminary determination as to whether the charges have merit. The Executive Board, upon hearing all the parties, may at its discretion, decline to process these charges after such hearing, as being without merit. However, such decisions of the Executive Board not to process the charge shall be appealable to the General Executive Board in accordance with the provisions of this Article. The failure of the complainant to appear at such pre-trial hearings may result in a dismissal of the charges by the Executive Board. The Executive Board shall also have the power to settle the matter at such hearing in the event such settlement is mutually agreeable to all parties.

Section 4

In the event the Executive Board does not invoke the pre-trial procedures within the time set forth herein or invokes the procedures and determines to proceed with the charges on their merits, the following provisions shall then become effective. After the pleadings are filed or the plea entered or the time elapsed within which the same must be filed or entered and the pre-trial procedure has been invoked and/or time limitation for same expired, the President shall cause the parties to be notified of the trial date, which must be the next regular District Meeting thereafter. Unless a request for postponement of the trial shall have been made to and been granted by the President, the trial shall proceed upon the date set. Complainants and defendants may present their own cases or by counsel selected from among the Membership of the International Union of Operating Engineers. After all the evidence is in and a full and impartial hearing has been had upon the issues, the President shall distinctly state the charge or charges and present the matter to the Members present at said meeting for a vote.

Section 5

All pertinent constitutional procedure governing trials, charges, and penalizing of Members shall apply to such trial and procedure before regular district Membership meetings and any Member aggrieved by such procedure or the penalty assessed therein may appeal therefrom directly to the General Executive Board in the manner and form governing appeals under the Constitution. *(IUOE directive 6/19/08)*

ARTICLE XIX: DEFENSE FUND

Section 1

The Defense Fund is hereby perpetuated.

Section 2

The Defense Fund shall consist of all monies required to be paid into it by reason of any provision of these Bylaws or any Amendment or Amendments thereto.

Section 3

This Fund shall be available to pay all expenses incurred or directed to be incurred by the Local Union over and above its regular day-to-day administrative costs and expenses.

Without limitation of the foregoing, this Fund shall be available to pay organizational expenses, public relations expenses, expenses incurred in defense of or in support of the objects and purposes of this Local Union for legal fees, costs, and expenses in the prosecution or defense of actions brought by or against the Local Union or any of its Officers, Local Union Executive Board Members, Local Union Political Action Committee Members, Local Election Committee Members and Bylaws Committee Members while they serve in that capacity, Representatives, Agents, or Employees while engaged in activities for or on behalf of the Local Union, and strike and lock-out benefits authorized by the Local Union Executive Board, except if such Officer, Representative, Employee, or Agent is

charged with a breach of his or her trust to the Local Union or any Member thereof, in which event, he or she may be indemnified only if the action is terminated favorably to him or her. (*IUOE directive 6/19/08*)

ARTICLE XX: HARDSHIP STRIKE AND LOCK-OUT FUND

Section 1

The Hardship Strike and Lock-out Fund is hereby created.

Section 2

The Hardship Strike and Lock-out Fund shall consist of all monies required to be paid into it by reason of any provision of these Bylaws, or any Amendment or Amendments thereto.

Section 3

This Fund shall be subject to the control of the Local Union Executive Board for the purpose of assisting, in those instances in which the Local Union Executive Board deems it advisable, the Members involved directly or indirectly in a strike or lockout who are, in the opinion of the Local Union Executive Board, hardship cases.

The Local Union Executive Board shall in each instance determine whether a particular strike or lockout shall be one which the Local Union Executive Board deems it advisable that this Fund should be made available to the Members. The Business Manager shall in each instance set the rules and regulations which shall determine the circumstances

under which the amounts which shall be paid out and the manner in which such payments shall be made.

ARTICLE XXI: GOOD STANDING PROCEDURES

Section 1

The General Fund shall provide a means to financially assist those Members who are in good standing and are stricken with extended illness, or disabled by sickness, accident, or injury for protracted periods, thereby securing their Membership and protecting their benefits in this Local Union and the International Union. Those Members' benefits in this Local Union and the International Union shall be secured and protected by having their dues obligation for such period paid from the General Fund. The dues obligation will not be paid for Members who are on an Employer's payroll or receiving sick pay or leave or are receiving a pension.

Section 2

On approval of his or her individual claim for any period of illness or disability of more than thirty (30) days' duration, a Member's dues may be paid from the General Fund. Members lose good standing status benefit upon registration on the out-of-work list.

Any Member seeking such benefits shall make application, accompanied by a certificate signed and dated by a doctor or a Christian Science Practitioner, and the Union Representative in the Member's area and presented to

the Recording-Corresponding Secretary. The Recording-Corresponding Secretary shall present this application to the Local Union Executive Board at its next meeting. Any Members seeking to use such benefits for more than ninety (90) days must reapply in the manner described above. Such reapplications for benefits with accompanying doctor's or Christian Science Practitioner's certificate must be submitted at least every three (3) months.

There shall be a limit of benefits under these procedures of no more than six (6) quarters or eighteen (18) months within ten (10) years; and there shall be a lifetime cumulative cap of twelve (12) quarters or thirty-six (36) months.

Section 3

Any Member approved to receive eighteen (18) months' benefits under these Procedures, and who is then unable to return to work, shall be notified in writing prior to the eighteenth (18th) payment, that he or she has the option of: (1) applying for a Withdrawal Card from the Local Union; or (2) applying to the Local Union Executive Board, one (1) time in a ten (10) year period, for Incapacitated Dues per Article VI, Section 2(1), by furnishing the Recording-Corresponding Secretary with a certificate signed and dated by a doctor or a Christian Science Practitioner and the Union Representative in the Member's area. No Member who is working at any gainful occupation shall be permitted to pay dues at the Incapacitated Dues rate. *(IUOE directive 6/19/08)*

If the Member does not indicate in writing the option selected, he or she will be required to pay full dues after the eighteenth (18th) month has been paid.

Section 4

The Recording-Corresponding Secretary shall render reports of the number of Members and the respective Membership dues amounts waived under these procedures at all regular Semi-Annual Meetings of the Local Union Executive Board and all regular Quarterly District Meetings. The same information shall be furnished to the General President whenever requested.

Section 5

Any Member making misrepresentation in his or her claim, or who shall be party to procuring fraudulent payments or who claims and secures illegal and improper benefits, or who willfully violates the spirit and intent of these rules and regulations, shall have no right to receive any future benefits under this Article.

Section 6

Application for benefits under this Article shall be in the form and accompanied by such medical or other certificates as the Local Union Executive Board shall from time to time determine.

ARTICLE XXII: DEATH BENEFIT PROCEDURES

Section 1

The General Fund shall make it possible for each Member's beneficiary to receive not less than two thousand five

hundred dollars (\$2,500.00) by reason of the Member's death by integrating this Plan with Trustee or Employer operated plans. This may be done by a policy or policies of insurance or otherwise.

Section 2

These Procedures shall be under the control of the Business Manager and the President, Vice President, Recording-Corresponding Secretary, Financial Secretary and Treasurer, and the signature of the Treasurer, and in his or her absence, the signature of the Recording-Corresponding Secretary shall be required upon all payments of benefits.

Section 3

The Officer stipulated in Section 2 of this Article whose signature is required on all benefit payments shall render monthly reports of premiums paid and benefits disbursed at all regular Semi-Annual Meetings of the Local Union and all regular meetings of the Local Union Executive Board and all regular Quarterly District Meetings. The same information shall be furnished to the General President whenever requested.

Section 4

Benefits shall only be paid to the beneficiaries of Members in Good Standing whose dues, quarterly or monthly, were no more than thirty (30) days in arrears at the time of death. The rights under this Article of any Member and Beneficiary shall automatically terminate upon the Member's loss of Good Standing status, expulsion, or withdrawal from this

Local Union, and in the case of a transfer, thirty (30) days after the date his or her clearance card was accepted by a sister local.

Section 5

Every Member shall designate a beneficiary upon the Designation of Beneficiary form supplied by the Local Union, and from time to time thereafter may change the name of the beneficiary in like manner by filing the same with the Recording-Corresponding Secretary. All designation of beneficiary heretofore and hereafter made on the official Designation of Beneficiary form shall be deemed to be effective with respect to the Death Benefits payable under the International Constitution as well. It shall be the duty of a beneficiary to pay the funeral expense, or to reimburse the person who has paid it, to the extent of the benefit allowed. Such person shall, to the limit of the benefit paid hereunder, be deemed a third-party beneficiary of an Agreement between the Member, the Designated Beneficiary and this Local Union to repay such person the burial expense of the Member lawfully and necessary paid, or contracted for by such person.

Section 6

Except as may otherwise be specifically provided by the Member:

- (a) If more than one (1) beneficiary is designated, the designated beneficiaries will share equally.
- (b) If any designated beneficiary predeceases the Member,

the share which such beneficiary would have received if living will be payable equally to the remaining designated beneficiaries, if any, who survive the Member.

- (c) If no designated beneficiary survives the Member, payment will be made to the Member's widow or widower if surviving the Member; if not surviving the Member, in equal shares to the Member's children who survive the Member; if none survives the Member, to the Member's parents, equally or to the survivor; if neither survives the Member, in equal shares to the Member's brothers and sisters who survive the Member; or if none survives the Member, to the Member's executors or administrators.
- (d) In cases where this Local Union is made the beneficiary, any money left after the Member's burial expenses have been paid shall remain in or be paid to the General Fund.
- (e) When a Member designates his or her spouse as beneficiary and thereafter the marriage to that designee is terminated by divorce, it shall be presumed, in the absence of evidence to the contrary, that the designation of the spouse as a beneficiary has been revoked by the Member.
- (f) Claim for said payment must be made in writing and delivered to the office of the Recording-Corresponding Secretary within six (6) months from the date of the Member's death.

Section 7

The Death Benefits shall be administered from the General Fund. All death benefits shall be paid by check.

ARTICLE XXIII: CAPITAL MAINTENANCE AND TECHNOLOGY IMPROVEMENT FUND

Section 1

The Capital Maintenance and Technology Improvement Fund is hereby created.

Section 2

The Capital Maintenance and Technology Improvement Fund shall consist of all monies transferred from and as a result of the elimination of the Local Union Building Fund and all monies required to be paid into it by reason of any provision of these Bylaws, or any Amendment or Amendments thereto.

Section 3

This Fund shall be subject to the control of the Local Union Executive Board and used for the purpose of purchasing, leasing, renting, constructing, renovating, improving, repairing, and maintaining major fixed assets as well as technology systems so as to enable this Local Union to benefit from current and future advancements and innovations surrounding the accumulation, gathering, processing, communication, dissemination, storage and retrieval of information.

**ARTICLE XXIV:
EMERGENCY WELFARE FUND**

Section 1

The Emergency Welfare Fund is hereby created.

Section 2

The Emergency Welfare Fund shall consist of all monies required to be paid into it by reason of any provision of these Bylaws, or any amendment or amendments thereto.

Section 3

The investment and expenditure of the Fund shall be subject to the control of the Local Union Executive Board and used in cases of, or which could lead to, severe financial hardship, emergency, or loss of significant beneficial opportunity to this Local Union as much as said use supports the purposes set out in Article I, Section 1(h) of these Bylaws to the extent permitted by law.

**ARTICLE XXV:
JOURNEY-PERSON TRAINING
AND SAFETY DEPARTMENT**

There shall be an Apprentice and Journey-person Training and Safety Department under the direction of the Business Manager or his or her authorized Designated Representative.

ARTICLE XXVI: OFFICIAL COMMUNICATIONS

Section 1

There shall be in each District Office an official bulletin board located in the Employment Office where all official notices will be posted.

Section 2

The *Engineers News* shall be published at least once monthly at a regular time and shall be recognized as the official publication of this Local Union. It shall be distributed to all Members of the Local Union. The Business Manager shall be the Editor of the *Engineers News* and shall be directed in his or her administration thereof by policies laid down by the Local Union Executive Board.

ARTICLE XXVII: FINANCIAL REPORTS

Quarterly financial reports shall be submitted to the International Union and read at the District Meetings, and shall be available to the Members in the principal office of the Local Union.

ARTICLE XXVIII: INTERNATIONAL CONSTITUTION

This Local Union acknowledges that the Constitution of the International Union of Operating Engineers supersedes any provisions of these Bylaws which are inconsistent with such Constitution. The Local Union hereby re-adopts

as its Constitution such International Constitution, and incorporates the same herein by reference, as if fully set forth herein, all such provisions of such Constitution, as it may be interpreted, modified or amended from time to time, which are applicable to Local Union matters or affairs.

ARTICLE XXIX: SAVINGS CLAUSES

Section 1

The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any Union Security Contract those requirements for Good Standing Membership which may be in violation of applicable laws, nor shall they be construed as requiring any Employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the Members upon whom imposed and shall be enforceable in a court of law.

Section 2

If any provision of these Bylaws shall be declared invalid or inoperative by any competent authority of the Executive, Judicial or Administrative Branch of Federal or State Government, the Local Union Executive Board shall have the authority to suspend the operation of

such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the invalid provision. If any Article or Section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid shall not be affected thereby.

ARTICLE XXX: AMENDMENT OF BYLAWS

Section 1

- (a) No Bylaws or trade rules may be adopted or amended in contravention of the Constitution, Laws, Rules, Obligations, or Ritual of the International Union, or the decisions, rulings, orders, and directions of any authority of the International Union empowered by this Constitution to make them.
- (b) Bylaws and trade rules or amendments thereto, in order to become effective, must first be adopted by the Local Union as provided herein and thereafter approved by the General President.

Section 2

- (a) The Bylaws shall be reviewed on a regular basis and recommendations for amendments made by a committee known as the Bylaws Committee, composed of one

(1) Member from each District as set out and defined in Appendix A to these Bylaws. The Bylaws Committee shall meet at least twice in the three years of the term and as many times as necessary as determined by the Business Manager. The Bylaws Committee Members will be elected in the fourth (4th) quarter of the year immediately following the election of Officers and Executive Board Members and become a standing Committee during the term of the Officers. The Members shall be nominated and elected by secret ballot at the regular quarterly or specially called District Meetings by vote of those Members present whose last known address, as shown on the records of the Local Union ten (10) days prior to the first such District Meeting, was within the area covered by the District. No Member shall be nominated unless he or she is present at the meeting, or unless he or she has filed prior to the meeting with the Recording-Corresponding Secretary or to the District Meeting Secretary on the day of the meeting before the meeting commences, a statement in writing, signed by him or her, to the effect that he or she is eligible to serve on the Bylaws Committee and will accept the nomination if nominated. Each nominee shall be a registered voter (with proof of current voter registration) in the District where he or she is seeking nomination, shall have been a Member of the Parent Local of Operating Engineers Local Union No. 3 for the five (5) years preceding nomination and not suspended for nonpayment

of dues during those five (5) years, and cannot be an Employer or on the payroll of the Local Union or a related entity. In the event of a vacancy on the Committee, an election will be held in that District at the next regular quarterly District meeting to fill the vacancy. The first order of business of the Committee shall be to elect a Chair and Secretary from among the elected Committee Members.

Section 3

- (a) All resolutions to amend the Bylaws shall be presented to the Local Union Executive Board at its regular meeting preceding the Semi-Annual Meeting; shall be hand delivered and/or e-mailed to each Local Union Executive Board Member or mailed to their home address if not in attendance; shall be received at the Board Meeting the month prior to the Semi-Annual Meeting; shall be considered by such Board at its regular meeting in the month preceding the Semi-Annual Meeting; the Local Union Executive Board shall report thereon to the Members at the Semi-Annual Meeting; resolutions submitted to the Local Union Executive Board shall be placed on the agenda of such meetings; and such agenda, including a copy of all such resolutions shall be printed or duplicated and made available to each Member at the start of the meeting.
- (b) At the discretion of the Executive Board, resolutions to amend the Bylaws, other than Articles V and VI or

any part thereof, shall be read at the Special or District Meetings following the Semi-Annual Meeting, and, within thirty (30) days after the last such meeting, submitted to a referendum vote of the Membership, said referendum vote to be conducted by a firm of nationally known certified public accountants as chosen and directed by the Local Union Executive Board.

- (c) Alternatively, at the discretion of the Local Union Executive Board, resolutions to amend the Bylaws, other than Articles V and VI, may be considered and adopted by secret ballot vote, according to the procedures set forth in Section 4 of this Article.

Section 4

- (a) Article V “INITIATION FEE” and Article VI “DUES” and any part thereof may be amended during any quarter by a secret ballot vote taken at a specially-called District Meeting or as a special order of business at a regular meeting in each District upon written notice to the Membership in each District deposited in the mail, postage prepaid, at least fifteen (15) days prior to the date of the District Meeting at which such vote is to be taken in a District, providing a resolution to amend is supported by at least three hundred (300) signatures of Members in good standing. For the purpose of this Section, a Member’s District is that in which his or her address is located as shown on the records of this Local Union ten (10) days prior to the day on which the notices are mailed. A majority of all votes cast in

all Districts shall determine whether this amendment is adopted or rejected. Such votes will be counted as a whole; and ballot security will be maintained by means of voter eligibility lists kept at each District polling place to assure that no Member votes more than once.

- (b) Notwithstanding the provisions of Paragraph (a) of this Section 4, any proposed change in Article V and Article VI shall NOT be submitted to the Membership for vote at District Meetings as set forth in Paragraph (a), until and unless such proposed changes shall first be submitted as required for resolutions to amend by Section 3(a) of this Article, and be adopted at the Semi-Annual Meeting.

**ARTICLE XXXI:
GEOGRAPHICAL MARKET AREA
COMMITTEE**

Section 1

A Geographical Market Area Committee for the Union will be established in each District of Local 3 where a Construction Agreement provides for it.

Section 2

Three (3) Members shall be elected to each District Geographical Market Area Committee as provided herein. Elections shall be held at the fourth (4th) quarter District Meeting of the year in each District after the election and installation of Officers. The term of office shall be three (3) years. Each elected Member shall serve

until his/her successor takes office, following the next election. There shall not be any limit on the number of terms, successive or otherwise, that a Member can serve.

Section 3

To be eligible for election and to hold office, a Member must meet these eligibility rules:

- (a) Must be dispatched and working under a Local 3 Construction Agreement or registered at the Operating Engineers Job Placement Center seeking a dispatch to work under a Construction Agreement in his or her district/geographical market area.
- (b) Must be a Member of the Parent Local continuously for the two (2) years preceding nomination and not suspended for nonpayment of dues during those two (2) years.
- (c) Must be living in the Committee's district geographical area.
- (d) Must be an "A" list Journey Operator.
- (e) Cannot be an Owner-Operator.
- (f) Cannot be a Retired Member, an Officer of the Local Union, or on the payroll of the Local Union or a related entity.
- (g) No Member shall be nominated unless he or she is present at the meeting, or unless he or she has filed prior to the meeting with the Recording-Corresponding Secretary or to the District Meeting

Secretary on the day of the meeting before the meeting commences, a statement in writing, signed by him or her, to the effect that he or she is eligible to serve on the Geographical Market Area Committee and will accept the nomination if nominated.

Section 4

In case of a vacancy, the President shall appoint a new member to said Position.

APPENDIX A

Description of Districts

Burlingame, District No. 01

Counties of Marin, San Francisco, San Mateo

Fairfield, District No. 04

Counties of Napa, Solano

Rohnert Park, District No. 10

Counties of Lake, Mendocino, Sonoma

Oakland, District No. 20

Counties of Alameda, Contra Costa

Stockton, District No. 30

Counties of Alpine, Amador, Calaveras, San Joaquin,
Stanislaus, Tuolumne

Eureka, District No. 40

Counties of Del Norte, Humboldt

Fresno, District No. 50

Counties of Fresno, Kings, Madera, Mariposa,
Merced, Tulare

Yuba City, District No. 60

Counties of Butte, Colusa, Glenn, Plumas, Sierra,
Sutter, Yuba

Redding, District No. 70

Counties of Lassen, Modoc, Shasta, Siskiyou,
Tehama, Trinity

Sacramento, District No. 80

Counties of El Dorado, Nevada, Placer, Sacramento,
Yolo

Morgan Hill, District No. 90

Counties of Monterey, San Benito, Santa Clara,
Santa Cruz

Nevada, District No. 11

All Counties of Nevada except Clark, Nye,
Esmeralda, Lincoln

Utah, District No. 12

The State of Utah

Hawaii, District No. 17

The State of Hawaii, Guam, Mid-Pacific Islands

Adopted as Amended by the Membership of
THE OPERATING ENGINEERS LOCAL UNION NO. 3 on:

September 14, 1964	August 1, 1989
August 14, 1968	September 1, 1989
August 21, 1970	October 1, 1989
January 11, 1975	September 16, 1990
July 9, 1977	September 13, 1998
January 7, 1978	May 11, 1999
July 8, 1978	April 20, 2007
July 12, 1980	October 19, 2007
July 10, 1982	November 20, 2011
April 15, 1984	July 11, 2014
September 16, 1984	January 22, 2017
September 14, 1986	December 15, 2019

Amended by 29th International Convention April 1972
Amended by International Constitution March 1974
Amended by International Constitution May 1974
Amended by 31st International Convention April 1980
Amended by 32nd International Convention April 1984
Amended by International directive Feb. 28, 1992
Amended by International directive May 1, 1999
Amended by International directive May 11, 1999
Amended by 36th International Convention April 2003
Amended by International directive Feb. 17, 2004
Amended by 37th International Convention April 2008
Amended by International directive June 19, 2008
Amended by 38th International Convention April 2013
Amended by 39th International Convention May 2018

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