

BYLAWS
of the
OPERATING ENGINEERS
Local Union No. 501
of the
**INTERNATIONAL UNION OF
OPERATING ENGINEERS**



Amended September 2018

PREFACE

SUGGESTED ORDER OF BUSINESS

General Membership Meeting

1. Meeting Called to Order (per ritual, optional).
 - (a) Salute to the Flag.
2. Examination of dues books by conductor (optional).
3. Roll Call of Officers.
4. Initiation of Candidates for Membership.
5.
 - (a) Minutes of the previous meeting.
 - (b) Minutes of the Local Executive Board.
 - (c) Minutes of the District Meetings.
6. Reading of the communications by the Recording-Corresponding Secretary.
7. Reading of the Financial Reports.
8. Per Capita Tax Report.
9. Election and installation of Officers.

10. Reports of Sickness, Accident and Death of Members.
11. Reports of Officers and Business Representatives.
12. Unfinished Business.
13. New Business.
14. Subjects for the Good and Welfare.
15. Motion or order for adjournment.

The Chairman of the meeting may deviate from the above referenced suggested Order of Business in the interests of fairness and/or efficiency, so long as it does not conflict with the requirements of the IUOE Constitution or applicable law.

We, the members of the Operating Engineers, Local No. 501 of the International Union of Operating Engineers, consisting of the parent Local No. 501 and subdivisions 501A, 501B, 501C, 501G, 501R and 501W of Southern California and Southern Nevada 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 Constitution and Bylaws.

Wherever reference is made to gender in the Bylaws, the same shall be interpreted and construed as including both male and female. Any use of the male or female pronouns in these Bylaws, whether he, she, him, her or words or phrases to similar effect, shall have no significance in the interpretation and application of the terms, provisions and conditions of these Bylaws, such use being solely for the sake of convenience. All personal pronouns used in these Bylaws, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

ARTICLE I

DECLARATION OF THE OBJECTS, PURPOSES AND PRINCIPLES OF THIS LOCAL UNION

Section 1. The object and purpose of this Local Union is 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 have or may have any effect, directly or indirectly 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 limited to the foregoing:

(a) To improve the economic condition of its members, all employees and working men and 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, rates of pay, 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, 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, rates of pay, 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, representatives and employees.

(g) To protect and promote the principle of collective bargaining with employers.

(h) To protect and promote the rights and aspirations of working men, women and minors, and consumers, and the security and welfare of all the people by supporting ideas, causes, programs and policies and persons subscribing to such ideas, causes, programs, 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 either assist, directly or indirectly, the protection and promotion of the rights and aspirations of working men, women and 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 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 interest of this organization and its members directly or indirectly.

Section 2. In order that this Local Union and its members may achieve its objectives 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 Bylaws of this Local Union.

(b) To regulate ourselves and the affairs of our Local Union so that it may reflect honor and dignity on each of us, and in support thereof, to attend all meetings.

(c) Every member has a right to receive just and fair remuneration for his services so that he may have sufficient time for mental and physical relaxation.

(d) To more closely cement the interests and relationship of the Members of the Operating Engineers Parent Local Union No. 501 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 its legitimate objectives.

Section 3. Since it is recognized that the special problems with which this Local Union is now and has for many years been accustomed to deal with and the functions which this Local Union now and for many years has been accustomed to exercise, are not limited to organizing and collective or other bargaining, but encompasses a broad spectrum of economic and social objectives, purposes and principles, some of which have been set forth in

the subparagraphs of Section 1 and 2 of this Article and others which this Local Union may from time to time determine, we, the Members of this Local Union declare and assert that the participation of this Local Union, its Members, Officers, Local Union Executive Board Members, Representatives, Agents and Employees under its direction or at its request individually or in concert with other organizations in the pursuit and attainment of the objects, purposes and principles of this Local Union and the expenditures of any of its funds for such purposes or in these Bylaws authorized 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 are, except where otherwise expressed, in no way limited or restricted by reference or inference from the terms or provisions of any other clause, but shall be regarded as separate objects, purposes and principles.

ARTICLE II

NAMES, JURISDICTIONS AND DISTRICTS

Section 1. This Local Union shall be known as the International Union of Operating Engineers, Lo-

cal No. 501, AFL-CIO, 501A, 501B, 501C, 501G, 501R and 501W and such other subdivisions as may be established, and shall operate under the District Form of Government.

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 six Districts as described below:

District #1: Los Angeles County.

District #2: Orange County.

District #3: San Diego and Imperial Counties.

District #4: Clark, Nye, Lincoln and Esmeralda Counties.

District #5: Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono Counties.

District #6: San Bernardino and Riverside Counties.

The membership at a quarterly meeting is autho-

rized to define the boundaries of districts, to create or disestablish districts, pursuant to the recommendation of the Local Union Executive Board.

The Boundary lines and number of districts enumerated above may be changed temporarily from time to time, with approval of the Local Union Executive Board, by the Business Manager to conform to special local conditions and for the sole purpose of servicing a job or project only.

Section 2. This Local Union shall not be dissolved nor shall its territorial jurisdiction be diminished, nor shall there be issued any other charter for any other Local Union with Local No. 501's present jurisdiction, except upon the order by our General President, General Executive Board or General Convention and in conformity to the Constitution of the International Union of Operating Engineers, nor shall Local No. 501 petition the General President or General Executive Board for any other Stationary Charter to be established within our present jurisdiction without first taking a mail referendum vote by all the members in good standing of Local No. 501 and its Branch Local Subdivisions and a majority vote cast in favor thereof.

Any member of Local No. 501 and its Branch Lo-

cal Subdivision who illegally advocates a division or split of Local No. 501 shall be fined, suspended or expelled by the Local Union upon conviction thereof.

ARTICLE III

DUTIES OF MEMBERS

Section 1. In addition to the duties required by the Constitution and Ritual, every member will be required:

(a) 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 may enter into an individual or personal contract or agreement with his/her employer which 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 intoxicated on the job, or in or about the office of the Local Union, or at a Local Union meeting.

(f) No Member shall willfully damage machinery or equipment.

(g) No Member shall leave a job without giving due notification to the 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 discuss Union affairs or publicize Union affairs outside the Members of the Local Union.

(j) No Member shall refuse to comply with the lawful orders of the Local Union.

(k) No Member shall accept employment contrary to non-discriminatory hiring procedures and regulations.

(l) No Member shall refuse to show his/her dues book, card, receipts, or job referral slip when requested to do so by a Representative or a Shop Steward.

(m) No Member shall fail to report to the Local Union known violations of contract.

(n) Each Member shall become familiar with the Constitution and Bylaws and the working rules in the specific contract under which he/she is working.

(o) All Members shall wear their Local 501 insignia (button or hard-hat decal) in plain sight while working as an Engineer. No Member shall give away or lend such insignia.

(p) All Members shall comply with all safety rules and regulations governing the operation of any particular job on which they are working.

(q) Each Member shall keep an accurate record of time worked and wages earned and received.

(r) No Member shall fail to make a claim for shortage in wages, overtime, etc., within ten days after payday.

(s) A Member shall obtain a referral slip before reporting to work and observe all of the provisions of the applicable bargaining agreement. Members acting in a supervisory capacity should at all times be aware of their obligation to their fellow members.

(t) No Member shall work on a job where a strike is called or refuse to come off when notified by the authorized Business Representative or Officer of the Local Union.

(u) Members who are issued a job referral from the Local Union office and fail to report to the job shall be subject to disciplinary action.

(v) Cancellation of an Apprentice's Agreement for just cause after written and specific notice and a full and fair hearing by the Apprenticeship Committee shall automatically cancel such apprentice's membership in the International Union of Operating Engineers and in the Local Union.

(w) 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 shall engage in, advocate, approve or support the use of subversive tactics, force or violence, radicalism or disruption, revolutionary or similar means designed, or used to overthrow, destroy, nullify or otherwise render ineffectual the established order of the Government or this Local Union or its International Union, shall forthwith be expelled from membership or otherwise disciplined as the circumstances may require.

Section 3. Members shall immediately notify the Recording-Corresponding Secretary of any change in their current address.

Section 4. Every Member, by virtue of their membership, authorizes this Union to act as their exclusive bargaining Representative with full and exclusive power to execute agreements with their Employer governing terms and conditions of employment and to act for them and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising in any collective bargaining or other agreement or out of their employment with such Employer in such manner as the Union, through its Business Manager, deems to be in the best interest of the Union. The Union, through its Business Manager, may

decline to process any such grievance, complaint, difficulty or dispute, if in the Business Manager's 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, pay the initiation fee, dues and the applicable payments to the Local Union's Funds as set forth in Articles V and VI respectively.

(2) Be elected to membership by a majority vote of the Local Union Executive Board.

(3) A written notice that the person desiring membership has been elected a Member is mailed to the applicant's address as shown on the records of this Local Union.

ARTICLE V

INITIATION AND DEFENSE FUND FEES

Section 1. The initiation fee of each applicant for membership in Local 501 and its subdivisions shall be in the amounts delineated in Appendix “A” of these Bylaws. Initiation fees shall be fixed in compliance with the applicable provisions of the IUOE Constitution and when the amounts of initiation fees are changed then Appendix “A” will be updated and the new initiation fees shall also be posted on the Local 501 website.

(a) In addition to the foregoing initiation fee, there shall be included thereto, all International fees and taxes required by the International Union.

(b) In addition to the foregoing initiation fee, all candidates for membership shall pay a fifty dollar (\$50.00) fee which shall be deposited into the Local Union Defense Fund.

Section 2. When a Member transfers from a Branch Local into another Branch Local with a higher initiation fee, or into the Parent Local, such members shall pay the difference between the lower and higher initiation fee before the transfer

shall take effect.

Section 3. The applicant for membership may pay the initiation fee at one time, or the applicant can make a request to the Executive Board to make installment payments of not less than One-Third (1/3) the initiation fee each month. The Executive Board may in its discretion require these requests to be made in writing with an explanation of the applicant's reason(s) for needing to make installment payments. All such requests will be considered by the Executive Board on a case-by-case basis. In the event an applicant for membership elects to pay the initiation fee in installments, such applicant shall pay applicant service dues until the initiation fee has been paid in full. In the event an applicant's initiation fee is returned in whole or in part, for any reason, no applicant service dues paid shall be refunded.

Section 4. Applicant service dues and travel service dues shall be payable at the time and in the amount set by the International Constitution.

Section 5. In any specific organizing campaign, the Executive Board shall have the authority, subject to the provisions of the International Constitution, to modify, waive, or lower the applicant

service dues, initiation fee, reinstatement fee, or Defense Fund fee, or to reduce the dues (or any of the foregoing) if in its opinion it is necessary, proper or advisable under the circumstances to secure or attain the objects, purposes and principles (or any of them) of this Local Union. Any such waiver will be conditional upon approval from the International and compliance with any applicable provisions of the IUOE Constitution.

Section 6. A member of the Parent Local or any of its subdivisions depositing a withdrawal card shall be charged no initiation fee unless the initiation fee in effect at the time of the deposit of the withdrawal card is higher than the initiation fee originally paid by such member, in which case the payment due shall be only the International Tax on the difference before the deposit of his/her withdrawal card shall take effect. A Member of the Parent Local or any of its branches depositing a Service withdrawal card within ninety days from the date of his/her discharge shall pay no additional initiation fee.

Section 7. When a Member who was originally initiated into membership in this Local Union transfers out, and thereafter deposits his/her transfer card, such member shall be charged no initi-

ation fee unless the initiation fee in effect at the time of the deposit of the transfer card is higher than the initiation fee at the time the individual transferred out of the Local Union, in which case, such member shall pay only the additional International Tax on the difference before the deposit of the transfer card shall take effect.

ARTICLE VI

DUES

Section 1. Dues in Local Union No. 501 and its subdivisions shall be due and payable on the first day of each calendar month.

Section 2. The dues for Members of Local No. 501 and its subdivisions shall be as delineated in Appendix “B” to these Bylaws. Any changes to the dues shall be done in compliance with the applicable provisions of the IUOE Constitution, including but not limited to, Article XXIV, Subdivision 7, Section (a).

Section 3. Organizing. In any specific organizing campaign, the Local Union Executive Board shall have the authority subject to the provisions of the International Constitution, to reduce the dues to a

sum which in their opinion is necessary, proper or advisable under the circumstances to secure or attain the objects, purposes, and principles or any of them of this Local Union.

Section 4. Dues Reduction. The Local Union Executive Board shall have the authority, subject to the provisions of the International Constitution, to reduce the dues to a sum which, in their opinion, is necessary, proper or advisable, under the circumstances to secure or attain the objects, purposes and principles or any of them of this Local Union where a Member of this Local Union is compelled to pay union dues to another Labor organization.

The Local Union Executive Board shall also have the authority, subject to the provisions of the International Constitution, to raise the dues to a maximum as set forth in these Bylaws, which in their opinion is necessary, proper or advisable under the circumstances to secure or attain the objects, purposes and principles or any of them of this Local Union.

Section 5. Sick Dues. When a Member is sick or injured and is unable to work, this Member shall apply for sick dues and the Local Union Executive Board shall have the authority, subject to the pro-

visions of the International Constitution, to reduce the dues to a sum which in their opinion is necessary, proper or advisable under the circumstances to secure or attain the objects, purposes and principles or any of them of this Local Union.

When a member has recovered from an illness or injury, the Local Union Executive Board shall have the authority, subject to the provisions of the International Constitution, to raise the dues back to their original status.

Section 6. No Member whose dues have been withheld by his/her Employer for payment to the Local Union, pursuant to his/her voluntary authorization provided for in a collective bargaining agreement, shall be declared ineligible 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.

Section 7. The penalties for members in arrears in the payment of their dues to the Local Union shall be in as set forth in the applicable provisions of the IUOE Constitution, including but not limited to, Article XXIV, Subdivision 7 (“Dues, Remittances, Arrearages, Charges, Reinstatement and Trials”). The Local Executive Board is likewise authorized

and empowered to take any actions provided for in the IUOE Constitution, and to enforce the aforementioned penalties for arrearages against members, whenever, upon findings by it, said arrearages are found to exist, so long as same is done in compliance with the applicable provisions of the IUOE Constitution.

Section 8. Reinstatement. A Member who has been suspended for dues delinquency may only be restored to membership in good standing if he/she makes application to the Local Union and complies with all of the requirements of Article XXIV, Subdivision 7, Section (h) of the IUOE Constitution, including but not limited to, making payment of all required dues, assessments and fines as allowed by the Constitution.

Section 9. This Article and Articles V and VII and any part thereof, may be amended in the following manner:

If at a meeting of the Steering Committee, the members of this committee decide that changes are necessary, they will make their recommendations to the Local Union Executive Board who shall either accept or reject the recommendations by majority vote. If the Executive Board, by ma-

majority vote accepts the recommendations of the Steering Committee, they will then submit it to the General Membership meeting within the next sixty (60) days for approval. This General Membership meeting will be at a special meeting. If the General Membership meeting approves the recommendations of the Executive Board by majority vote, the recommendations will then be submitted to the General Membership by a referendum vote, and a majority of the votes cast will determine the acceptance or rejection of the recommendations for proposed changes in Articles V, VI, and VII. Additionally, any changes to the Bylaws, including any changes to Articles V, VI and VII, must be done in compliance with the applicable provisions of the IUOE Constitution.

ARTICLE VII

DEFENSE FUND

Section 1. Defense Fund.

(a) The Defense Fund shall consist of all monies required to be paid into it by reason of any provision of these Bylaws or by any amendment or amendments thereto.

(b) The amounts to be allocated from members' dues into the Defense Fund shall be determined by the Local Union's Steering Committee. When the maximum of One Million Dollars (\$1,000,000.00) has been accumulated, all additional dues monies shall be deposited in the General Fund. Additional dues monies are to be added to this Fund in the same manner when it reaches a minimum of Five Hundred Thousand Dollars (\$500,000.00).

Section 2. The Defense Fund shall be administered by the Executive Board Steering Committee.

The Defense Fund shall be available to pay 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, 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.

The Local Union Executive Board Steering Committee shall 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.

To provide for assessments for the sole purpose of assisting and supporting members who are on strike or who are locked out. Such assessments can only be levied on working members in the struck or locked out industry. Any and all monies collected or earned as a result of any assessment shall be deposited into a special fund for the purpose of supporting and assisting members in that industry only.

In order to establish any assessments, the following procedures must be followed:

All members who may be affected by the assessment must be notified by mail of a Special Meeting which must be called in compliance with the provisions contained in Article XXIV, Subdivision 10, Section (b) ("Special Meetings") of the IUOE Constitution. The vote shall be by secret ballot of all those in attendance at this special called meeting.

ARTICLE VIII

OFFICERS

Section 1. The Constitutional Officers of this Local Union shall consist of the President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, three Trustees and Business Manager, and in addition there shall be three 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 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: 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 meeting of the Local Union following the expiration of said thirty (30) days.

Section 4. 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 is a delegate to any International Convention held during the President's term of office.

Section 5. In the event a Local Union officer whose signature is required by any provisions of the International Constitution, Local Union By-laws or by law is physically or mentally incapacitated or unable to act, the Local Union Executive Board may appoint any Constitutional Officer properly bonded to act in his/her place and stead and such act shall be that of the person acting and the officer who is unable to act shall not be responsible therefor.

ARTICLE IX

BUSINESS MANAGER

Section 1. There shall be a Business Manager who is a constitutional officer and who shall be the Chief Executive Officer of the Local Union.

Business Manager/Recording Corresponding Secretary. The offices of Business Manager and Recording Corresponding Secretary shall be combined and the combined office shall be referred to as the “Business Manager.”

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 branches 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 membership meetings, and by the Local Union Executive Board between meetings.

Section 3. Specifically but not in limitation of the general powers and duties of the Business Manager.

(a) The Business Manager shall direct for this Local Union, the negotiations of all agreements with the employer and shall enforce each such agreement fully through the Local Union’s staff.

(b) The Business Manager shall employ all Business Representatives and office and other employees who shall be directly responsible to the Business Manager. The Business Manager shall set

all salaries of Business Representatives and employees with the advice and consent of the Local Union Executive Board. The Business Manager shall have full power and authority to lay off or terminate the employment of any Business Representative and any office or other employee.

Should the Business Manager discharge any employee, said employee shall not be reemployed or paid by the Local Union in any capacity during the term of office of such Business Manager unless the Business Manager's prior approval has been given.

(c) The Business Manager shall employ such legal counsel, certified public accountants and other technical personnel as the Business Manager may deem necessary or advisable with the advice and consent of the Local Union Executive Board unless otherwise provided by law or prohibited by the International Constitution.

(d) The Business Manager shall have the power to appoint or remove with the advice and consent of the Local Union Executive Board 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 trust 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 interest, objects, purposes and principles or any of them of this Local Union.

(1) The Business Manager is authorized on behalf of this Local Union to initiate legal or administrative proceedings, action or suits (excluding the International Union) and to defend this Local Union in any legal (civil or criminal) or administrative proceedings, actions or suits, which in the Business Manager's judgment may be necessary, proper or desirable to protect, preserve, secure or advance the interest, purposes, objects and principles of this Local Union.

(2) The Business Manager is further authorized on behalf of this Local Union to defend its officers, Local Union Executive Board and its members, Shop Stewards, Representatives, Agents and employees in any legal (civil or criminal) or administrative proceedings, 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, Shop Steward, Representative, Agent or employee.

(3) The Business Manager 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) The Business Manager shall attend regular General Membership meetings of the Local Union and district meetings as he is able to attend.

(g) The Business Manager 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 the Business Manager's term of office.

(h) The Business Manager shall be a member of all Board of Trustees on which the Local Union is

entitled to representation.

(i) The Business Manager shall incur such expenses as may be necessary, proper, or advisable in the carrying out of his/her duties and shall cause all salaries and other current expenses to be paid.

(j) The Business Manager shall, insofar as in his/her opinion it is necessary or advisable, set the allowances and approve or authorize the incurrence of expenses of and by all Business Representatives, Agents and other employees of the Local Union and shall be authorized to grant such persons time off for personal leave, holidays or sick leave.

(k) The Business Manager is authorized to maintain and repair real property owned by this Local Union. All documents involved shall be executed by the Recording-Corresponding Secretary.

(l) With the advice and consent of the Local Union Executive Board, the Business Manager shall purchase such policies of insurance as in his/her judgment are necessary, proper or advisable.

(m) The Business Manager shall do and perform all acts, whether or not expressly authorized here-

in, which he/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) The Business Manager shall at all times consult with the Officers of the Local Union and members of the Local Union Executive Board and seek their advice and assistance between meetings of the Local Union Executive Board when necessary or advisable.

(o) The Business Manager may in all instances act directly or through a deputy appointed by the Business Manager.

(p) All of the Business Manager's acts 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, not retrospectively, but prospectively.

Section 4. The Business Manager's salary shall be not less than twenty percent (20%) more than the highest paid Business Representative and shall be set from time to time by the Local Union Executive Board. In addition, he/she shall receive all

actual expenses and such other allowances as the Local Union Executive Board may from time to time set or designate.

Section 5. It shall be the policy of the Local Union to provide automobiles for the Officers and Business Representatives of the Local Union who are required, by reason of their position, to travel from place to place within the territorial jurisdiction of the Local Union. Subject to the approval of the Executive Board, the Business Manager is empowered to buy, sell, lease, and exchange automobiles to be used by Officers and Business Representatives of the Local Union.

It is recognized that persons who are supplied an automobile are required to be on instant call at all times and may be required to garage such automobile and are responsible for its safekeeping. Accordingly, for the convenience of the Local Union such persons shall be permitted the use of such automobile on around-the-clock continuous basis including private use (which private use is limited to the territorial jurisdiction of this Local Union) when authorized by the Business Manager.

Each person supplied an automobile shall also possess a personal automobile at all times.

ARTICLE X

EXECUTIVE BOARD

Section 1. This Local Union shall establish an Executive Board which shall be known as the Local Union Executive Board composed of Business Manager/Recording-Corresponding Secretary, President, Vice-President, Financial Secretary, Treasurer, three (3) Trustees, three (3) Auditors, Conductor, Guard, and six (6) Executive Board Members at Large to be elected under the same provisions set forth under Article XIII, Elections.

In the case of Trustees, Auditors, Conductor and Guard being listed on the ballot, the words “Executive Board Member” shall follow the title of each of the foregoing officers.

A quorum to conduct business shall consist of a majority of the Board Members.

Section 2. (a) The term of the members of the Executive Board at Large shall be for a period of three years.

(b) A vacancy in any position of the Local Union Executive Board Members at Large shall be filled

by appointment for the unexpired term thereof by the vote of a majority of the following Officers:

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 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 meeting of the Local Union following the expiration of said thirty (30) days.

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 General Membership Meeting of the Local Union when such regular General Membership Meeting is in session, shall, when the same is not in session, pass to and are 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 General Membership Meeting of this Local Union and may, by a majority vote of the Members present, be revoked, not retrospectively, but prospectively.

Section 5. The Local Union Executive Board shall be charged with the responsibility of supervising all subdivisions or branches.

Section 6. The Local Union Executive Board shall meet as often as is necessary at regularly scheduled dates, times and locations upon reasonable notice by the Business Manager. The Executive Board may also meet at specially called meetings in accordance with the Special Meetings provisions set forth in the IUOE Constitution. A quorum to conduct business shall be a majority of the Executive Board members.

Section 7. In 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 XI

EXECUTIVE BOARD STEERING COMMITTEE

Section 1. There shall be a permanent Committee of eight (8) members formed to be known as the

Executive Board Steering Committee, said Committee to be formed in the following manner: The Business Manager, President, Vice President, Financial Secretary, Treasurer and three (3) Trustees.

Section 2. This said Committee will have the power at any time to summon any member or officer of the Union, any record or papers pertaining to the income or expenditures of the Union for the purpose of determining the financial condition of the Union.

Section 3. They shall examine all phases of the possible sources of income to the Union; they shall also examine all expenditures of the Union.

Section 4. When a majority of this Committee has determined any action for the benefit of the Union in a financial way, they shall make their recommendations to the Executive Board.

Section 5. The Local Union Steering Committee shall meet as often as is necessary at regularly scheduled dates, times and locations upon reasonable notice by the Business Manager. The Steering Committee may also meet at specially called meetings in accordance with the Special Meeting provisions set forth in the IUOE Constitution. A

quorum to conduct business shall be a majority of the Steering Committee members.

ARTICLE XII

SHOP STEWARD

Section 1. When, as and if the Business Manager determines that a Shop Steward or Shop Stewards are necessary or advisable on a job or project, such Shop 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 Shop 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/her appointment, if possible.

Section 3. Authority

(a) The Shop 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 Shop Steward has no authority to seek adjustment of violations of the Agreement or of the International Constitution or these Bylaws, nor shall the Shop Steward purport to have the authority or deem to have the authority, nor shall the Shop Steward 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 these Bylaws; but the Shop Steward shall instead, report to the Business Representative of the Union servicing the job or project for appropriate action. The Shop Steward 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. Shop Stewards who fail to carry out their duties or exceed their authority, may be summarily suspended from their position as Shop Steward by the Business Manager or an authorized Deputy.

ARTICLE XIII

ELECTIONS

Section 1. Eligibility. No member shall be eligible for election, be elected, or hold any office, unless he/she first meets all of the eligibility requirements for each office as set forth in the applicable provisions of the IUOE Constitution, including but not limited to, Article XXIV, Subdivisions 1 and 2.

Section 2. Nominations. Nominations shall be made in the manner allowed and required by the Local 501 Election Rules, as well as the applicable provisions of the IUOE Constitution, including but not limited to, Article XXVI, Section 1(h). Nominations shall be in writing in the form approved by the Election Committee, and shall be delivered by the nominator at the June General Membership meeting when nominations are called for by the Presiding Officer. Candidates for office must file nominating petitions in support of their candidacies signed by not more than two-hundred (200) members or two percent (2%) of the entire membership, whichever is less. The Presiding Officer, when nominations are closed, shall read the nominations to the meeting and deliver them to the

Recording Corresponding Secretary.

Section 3. Election Committee. The Business Manager shall appoint an Election Committee for each Local Union election cycle. It shall be the duty of the Election Committee: (1) to establish, adhere to, and when necessary modify, the Local Union's Rules for Nominations, Elections and Appeals; and (2) to faithfully carry out all additional duties of the Election Committee. All forms required to be utilized by candidates or their nominators shall be approved and provided by the Election Committee.

ARTICLE XIV

INTERNATIONAL CONVENTION DELEGATES

In accordance with Article III, Section 3 of the IUOE Constitution, the Business Manager, President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, and Treasurer of this Local Union are designated as delegates to the IUOE General Convention. All other delegates and alternates to the IUOE General Convention shall be nominated and elected in compliance with Article III, Section 3 of the IUOE Constitution,

and in the same manner as provided in Article XIII of these Bylaws except that: (a) No Declaration of Candidacy need be filed; (b) eligibility shall be the same as that for a Constitutional Officer; (c) nominations will be held in the month of January at the District Membership Meetings; (d) elections will be in the month of February; (e) Election Committee shall be appointed in the December General Membership Meeting preceding the election; (f) each nominee shall have the right to list his office, position or employment after his name on the ballot.

ARTICLE XV

MEETINGS

Section 1. The dates, times and locations of the regular Quarterly Membership Meetings of Local No. 501 shall be established by the Local Union Executive Board upon reasonable notice to the membership. The notice and scheduling of all meetings shall be done in compliance with any and all applicable provisions of the IUOE Constitution.

Section 2.

(a) District Meetings. Regular District Membership Meetings shall be held in each District on a regular basis as determined by the Business Manager so long as the minimum number of meetings, if any, are held as required by any applicable provisions of the IUOE Constitution.

(b) The date, time and location of District Membership Meetings shall be determined for each District by the Business Manager upon reasonable notice to the membership.

(c) All District Membership Meetings shall be presided over by the President or the Business Manager. In the event neither is available, then the Business Manager shall appoint an authorized representative to preside over the meeting.

(d) Special District Membership Meetings may be called in accordance with the provisions of Article XXIV, Subdivision 10, Section (b) of the IUOE Constitution.

(e) It will be the responsibility of the meeting Chairman to see that Minutes are kept of all District Membership Meetings and that such Minutes

are submitted to the Business Manager not less than twenty-four (24) hours prior to the date of the next regular Executive Board Meeting.

All Members in attendance shall be required to sign an Attendance Register.

Section 3. Special Meetings. Special Meetings shall be called in accordance with provisions in the International Constitution. Special Meetings shall be those at which business of a special nature is to be transacted.

The date, time and place of Special Meetings shall be determined by the Business Manager or the Executive Board, and reasonable notice of the date, time, and location of such meetings shall be given to the membership.

Section 4. (a) All resolutions to amend the By-laws, other than dues and initiation fees, and all motions under New Business to come before any Quarterly Membership Meeting, must be received by the Local Union Executive Board prior to its regular meeting preceding the Quarterly Membership Meeting. Such resolutions shall be sent by Registered Mail--Return Receipt Requested, addressed to the Local Union Executive Board, and

shall be considered by said Board at its regular meeting preceding a Quarterly Membership Meeting and the Local Union Executive Board shall report them to the members at a Quarterly Membership Meeting and the motions or resolutions submitted to the Local Union Executive Board shall be placed on the Agenda of such meeting and such Agenda, including a copy of all such resolutions and motions shall be printed or duplicated and made available to each member at the start of the meeting.

(b) Resolutions to amend the Bylaws, other than dues and initiation fees, if adopted by the Quarterly Membership Meeting, shall not be voted upon until they have been read at all District membership meetings. Within thirty (30) days after having been read at the last such District meeting, the resolution shall then be submitted to a referendum vote to be conducted by an Election Committee to Amend the Bylaws, appointed by the President. Any revisions to the Bylaws must also comply with the applicable requirements contained in the IUOE Constitution, including but not limited to, Article XXIV, Subdivision 12.

Section 5. (a) The Business Manager may call a special meeting of those members of the Local

Union covered by any particular collective bargaining agreement or other agreement with an Employer, as that term is defined in the Labor Management Relations Act, 1947, as amended for the purpose of considering and acting upon wages, rates of pay, hours of labor and other conditions of employment affecting them and all other members may be excluded from such meetings. All such special meetings will be called in compliance with the applicable provisions of the IUOE Constitution, including but not limited to, Article XXIV, Subdivision 10, Section (b).

(b) Such meetings may be called for the purpose of taking (1) a strike vote and (2) a vote to accept or reject any employer proposal or collective bargaining agreement or other agreement affecting their employment.

(c) A strike 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 a specially-called area meeting in those areas, 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 area meetings shall govern.

ARTICLE XVI

QUORUM AND RULES OF ORDER

Section 1. In accordance with Article XXIV, Subdivision 9 of the IUOE Constitution, a quorum for the transaction of business at all Quarterly General Membership Meetings and all District Meetings shall consist of not less than seven (7) members in good standing in Local 501 and its Subdivisions. A quorum for all Executive Board meetings of this Local Union shall consist of not less than a majority of the Executive Board members. No meetings shall be held unless there be a quorum present.

Section 2. At the hour set, 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 preside.

Section 3. No member shall be allowed to leave the meeting while in session except by the permission of the President or Vice-President or Temporary Chairman, after having given the retiring sign.

Section 4. If any officer fails to perform the duties

of his/her office for four (4) consecutive regular membership meetings of the General Membership without a satisfactory excuse, the office may be declared vacant in accordance with ARTICLE XXIV, Subdivision 1--Section (f) in the International Constitution.

Section 5. No member under the influence of intoxicating liquor shall be admitted to or be permitted to remain in the meeting hall.

Section 6. No subjects, except those that are within the purposes, objects and principles of this Local Union shall be discussed at any meeting.

Section 7. Appeals from decisions from the chair shall not be debatable except by the President and the member making such appeal.

Section 8. A motion shall not be subject to debate until it has been recorded and stated by the Chairman.

Section 9. A motion to adjourn shall not be in order until the conclusion of New Business.

Section 10. It shall not be in order for a person who has spoken on a question to move the previ-

ous question at the close of his/her remarks.

Section 11. A member having made a motion may withdraw it with the consent of his/her second but a motion once debated, cannot be withdrawn except by unanimous consent of the members present.

Section 12. Before the presiding officer declares a 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 13. No member shall speak on any question longer than five (5) 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/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 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 so as to disturb the meeting, without motion or second, the presiding officer shall act as a matter of right and put the following question: "Shall Brother (stating the member's 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 from the meeting.

Section 16. Except as herein provided, Roberts Rules of Order shall be the guide for proceedings at all meetings.

ARTICLE XVII

BONDING

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

ARTICLE XVIII

ALLOWANCES, EXPENSES AND BENEFITS

Section 1. Allowances. Recognizing that the Officers, Members, Delegates, Representatives, Agents and employees of the 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, 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, 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, subject to the determination of the Business Manager with

the advice and consent of the Local Union Executive Board.

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 therefore 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 Allowance. The Business Manager shall determine with the advice and consent of the Local Union Executive Board, those persons for whom it shall provide allowance for mileage or travel reimbursement, 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.

It is recognized that such persons who receive an allowance for mileage or travel reimbursement are required to be on instant call at all times, and are required to garage such automobile and be responsible for its safe-keeping.

ARTICLE XIX

TRIALS MEMBER

All charges against a member shall be filed and the member shall be tried in accordance with the provisions of the International Constitution.

Absent extenuating circumstances, the trials of members shall be before the District Membership Meeting in the district in which the offense is alleged to have been committed. However, the Business Manager shall have discretion to move a member's trial to another district for reasons of fairness or safety.

ARTICLE XX

JOURNEYMAN TRAINING AND SAFETY DEPARTMENT

There shall be an Apprenticeship and Training Committee, which shall have the responsibility of developing and operating registered apprenticeship programs and such other programs as may be desirable to train members in the complete mastery of the craft jurisdiction of the Union in ac-

cordance with the provisions of the International Constitution. There shall also be a Safety Department. Both the Apprenticeship and Training Committee and the Safety Department shall be under the direction of the Business Manager or his/her authorized deputy or deputies.

ARTICLE XXI

OFFICIAL COMMUNICATIONS

Section 1. There shall be in each office of Local No. 501 a bulletin board where all official notices will be posted.

Section 2. All official notices to the members will be mailed to the individual member's last known address when required either by the IUOE Constitution or applicable law. In cases where mailing is not required, the notice will be posted on the official Local 501 website. Both of these forms of notice shall be deemed to be official and valid notification to all members.

ARTICLE XXII

FINANCIAL REPORTS

Quarterly financial reports shall be submitted to the International Union and read at the District meetings and shall be available to members in the principal offices of the Local Union.

ARTICLE XXIII

INTERNATIONAL CONSTITUTION

This Local Union acknowledges that the Constitution of the International Union of Operating Engineers supersedes any provision of these Bylaws which are inconsistent with such Constitution. The Local Union hereby readopts 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 XXIV

SAVINGS CLAUSE

Section 1. The provisions of these Bylaws relating to the payment of dues, 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 law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution and those Local Union Bylaws (and in conformity therewith), shall be legal obligations of the members upon whom imposed and shall be enforceable in any 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 an Article or Section of these Bylaws should be held invalid by operation of law or any tribunal or 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.

APPENDIX “A”

LOCAL 501 INITIATION FEES

The current Local 501 initiation fees are as follows:

Local 501 – Four Hundred Dollars (\$400.00)

Local 501A – Two Hundred Dollars (\$200.00)

Local 501 B – Twenty Five Dollars (\$25.00)

Local 501C – Two Hundred Dollars (\$200.00)

Local 501G – Twenty Five Dollars (\$25.00)

Local 501R – Two Hundred Dollars (\$200.00)

Local 501W – Two Hundred Dollars (\$200.00)

APPENDIX “B”

LOCAL 501 DUES

The current Local 501 dues are as follows:

Working Dues: Two times the Member’s rate of pay for their current classification plus the current per capita tax.

Out of Work Dues: Twenty Dollars (\$20.00) plus the current per capita tax.

Retiree Dues: Twenty Dollars (\$20.00) plus the current per capita tax.

Sick Dues: Fifteen Dollars (\$15.00) plus the current per capita tax.

Non-Contract Dues: Twenty-five Dollars and Fifty Cents (\$25.50) plus the current per capita tax.

