

EXHIBIT A

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE	
Case No.	19-RC-202188
Date Filed	7-11-17

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlr.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer
PCC Structural, Inc.

2b. Address(es) of Establishment(s) involved (Street and number, city, State, ZIP code)
See Attachment A

3a. Employer Representative - Name and Title
Brian Keegan VP/HR

3b. Address (If same as 2b - state same)
4600 S.E Harney Drive, Portland, OR 97206

3c. Tel. No.
503-777-3881 Ext-3508

3d. Cell No.

3e. Fax No.
503-777-7482

3f. E-Mail Address
bkeegan@ppccstructurals.com

4a. Type of Establishment (Factory, mine, wholesaler, etc.)
Factory

4b. Principal product or service
Manufacturing of complex metal components

5a. City and State where unit is located:
See Attachment A

5b. Description of Unit Involved
Included: All regular full time and regular part time Rework Welders, Including Specialists.
Excluded: All others.

6a. No. of Employees in Unit:
92

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? Yes No

Check One: 7a. Request for recognition as Bargaining Representative was made on (Date) By Petition and Employer declined recognition on or about _____ (Date) (If no reply received, so state).

7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent (If none, so state).

8b. Address

8c. Tel No.

8d. Cell No.

8e. Fax No.

8f. E-Mail Address

8g. Affiliation, if any

8h. Date of Recognition or Certification

8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)

9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? _____
(Name of labor organization) _____, has picketed the Employer since (Month, Day, Year) _____.

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state)

10a. Name

10b. Address

10c. Tel. No.

10d. Cell No.

10e. Fax No.

10f. E-Mail Address

11. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election.

11a. Election Type: Manual Mail Mixed Manual/Mail

11b. Election Date(s):
Tuesday July 25 & Thursday July 27, 2017

11c. Election Time(s):
6:00 a.m. to 8:00 a.m. & 3:00 p.m. to 4:00 p.m.

11d. Election Location(s):
See Attachment A

12a. Full Name of Petitioner (including local name and number)
International Association of Machinists and Aerospace Workers, District Lodge W24

12b. Address (street and number, city, state, and ZIP code)
25 Cornell Avenue Gladstone, Oregon 97027

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state)
International Association of Machinists and Aerospace Workers, AFL-CIO

12d. Tel No.
503-656-1475

12e. Cell No.
312-887-9394

12f. Fax No.
503-657-2254

12g. E-Mail Address
AndersonB@iamaw.org

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title
Caren P. Sencer, Attorney

13b. Address (street and number, city, state, and ZIP code)
Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501

13c. Tel No.
510-337-1001

13d. Cell No.

13e. Fax No.
510-337-1023

13f. E-Mail Address
nlrnotices@unioncounsel.net, csencer@unioncounsel.net

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print)
Caren P. Sencer

Signature

Title
Attorney

Date
July 11, 2017

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT A

2b. Addresses of Establishment

1. 4600 S.E Harney Drive, Portland, OR
2. 5001 S.E. Johnson Creek Blvd, Portland, OR
3. 6667 S.E. Johnson Creek Blvd, Portland, OR
4. 6653 S.E. Johnson Creek Blvd, Portland, OR
5. 13340 S.E. 84th Avenue, Clackamas, OR
6. 13350 S.E. Johnson Road, Milwaukie, OR
7. 13521 S.E. Johnson Road, Milwaukie, OR
8. 9169 SE 67th, Portland, Oregon
9. 2770 SE Mailwell Drive, Milwaukie, Oregon
10. 6653 SE Crosswhite Way, Portland, Oregon

5a. City and State where Unit is located

Portland, OR
Clackamas, OR
Milwaukie, OR

11d. Election locations

1. Steel Plant Training Room at the Employer's LSBO facility located at 4600 SE Harney Drive, Portland, Oregon
2. Barney Room at the Employer's LSBS 2 (Crosswhite Annex) facility located at 9169 SE 67th, Portland, Oregon
3. TBO Cafeteria at the Employer's TBO facility located at 5001 SE Johnson Creek Blvd., Portland, Oregon
4. SSBO Cafeteria at the Employer's SSBO (Small Structural Business Operations) facility located at 13340 SE 84th Avenue, Clackamas, Oregon
5. SSB 1 Conference Room at the Employer's SSB 1 facility located at 13521 SE Johnson Road, Clackamas, Oregon
6. LMA Cafeteria at the Employer's LPC – T/LMA (McLoughlin Annex) facility located at 2770 SE Mailwell Drive, Milwaukie, Oregon
7. Employee break room at 6653 SE Crosswhite Way, Portland, Oregon

EXHIBIT B

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 36**

PCC STRUCTURALS, INC.

Employer

and

Case 19-RC-202188

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS, AFL-
CIO, DISTRICT LODGE W24**

Petitioner

DECISION AND DIRECTION OF ELECTION

Petitioner is seeking to represent all full-time and regular part-time rework welders, rework specialists, and rework specialists/crucible repair employees (“petitioned-for unit”), employed by the Employer at its facilities in Portland, Milwaukie, and Clackamas, Oregon (collectively, “Portland operation”). The unit sought by Petitioner consists of approximately 102 employees.

Both Petitioner and the Employer agree that the geographic scope of the unit is appropriately the entire Portland operation. The sole issue before me is which job classifications should be included in the unit.¹ The Employer contends that under *Specialty Healthcare & Rehab. Ctr. of Mobile*, 357 NLRB 934 (2011); *enfd. sub nom. Kindred Nursing Centers East, LLC v. NLRB*, 727 F.2d 552 (6th Cir. 2013); the petitioned-for unit is not an appropriate unit for the purposes of collective bargaining and the only appropriate unit includes all full-time and regular part-time production and maintenance employees. The unit sought by the Employer consists of approximately 120 job classifications and 2,565 employees.

Additionally, Petitioner contends that it did not timely receive the Employer’s Statement of Position, and thus that I should have precluded litigation of the issues raised therein.

A hearing officer of the Board held a hearing in this matter and the parties subsequently filed briefs with me. As explained below, based on the record, the briefs, and relevant Board law, I find that the Statement of Position was properly served. Moreover, I find that rework welders and rework specialists are an appropriate unit for the purposes of collective bargaining, and conclude that the one rework specialist/crucible repair employee may vote subject to challenge.

¹ To the extent that the Employer argues that the legal standard violates the due process and equal protection rights of the Employer, I am bound to follow Board precedent, and any such arguments are appropriately addressed to the Board.

I. SERVICE OF THE STATEMENT OF POSITION

In the instant proceeding, Petitioner argues that the Employer failed to timely serve its Statement of Position, as neither Petitioner nor Petitioner's attorney, listed on the RC petition as "Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding," received it prior to 12:00 p.m. on the business day prior to the start of the hearing. The Employer contends that it sent its Statement of Position to the email listed for Petitioner on the RC petition prior to the deadline, and thus that it timely served the Statement of Position. As discussed below, I find that the Employer sufficiently served the Statement of Position and that, even assuming *arguendo* it did not, I exercise my investigatory discretion to allow litigation of the issues raised therein.

A. Facts

On July 11, 2017, Petitioner filed the instant RC petition. In section 12a of the RC petition, entitled Full Name of Petitioner, the RC petition lists the full name of Petitioner as the International Association of Machinists and Aerospace Workers, District Lodge W24. Sections 12b through 12g include the address, full name of the associated international, telephone number, cell phone number, fax number, and email address of Petitioner. Of note, the email address listed in item 12g is that of a specific union representative. Section 13 of the RC petition, entitled "Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding," lists Petitioner's attorney, and includes the name, address, telephone number, and email address for Petitioner's attorney.

On July 19, 2017, at 11:49 a.m., a legal assistant for the Employer's counsel sent an email to the email address listed on the RC petition under Petitioner in item 12g. The email stated "see the attached Position Statement e-filed today with the Board" and contained attachments labeled "SOP 19-RC-202188.pdf"; "Final List of PROPOSED Unit PCC Structurals 19-RC-202188.docx"; "Final Petitioned-For Unit PCC Structurals 19-RC-202188.docx"; and "Commerce Questionnaire.pdf." The referenced attachments were not included in the evidentiary email in the record. On the same date, the assistant submitted to the Board a certificate of service certifying that an electronic copy of the Statement of Position, including all attachments and exhibits, was served on the Petitioner by email at the address listed on the RC petition in item 12g. The Union representative whose email was listed on the RC petition for Petitioner testified that he did not receive an email with the statement of position until about 4:40 p.m. on July 19, 2017.

It is uncontested that the Employer did not email or otherwise serve the Statement of Position on Petitioner's attorney prior to 12:00 p.m. on July 19, 2017.

B. Analysis

Under Section 102.66(d) of the Board's Rules and Regulations, as amended, a "party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that

the party failed to raise in its *timely* Statement of Position or to place in dispute in response to another party's Statement of Position” (emphasis added).

To be considered timely under Section 102.63(b)(1), the statement of position must be filed with the Region and served “*on the parties named in the petition*” such that “it is *received* by the regional director and the *parties named in the petition* by the date and time specified in the notice of hearing, which shall be at noon on the business day before the opening of the hearing.” (emphasis added).

The Board law applies the “mail box rule, which provides that the proper and timely mailing of a document gives rise to a rebuttable presumption that the document has been received by the addressee in the usual time.” *San Juan Teachers Ass’n*, 355 NLRB 172, 175 (2010). *See also AAA Residential Services of Montana, Inc.*, 2014 WL 2784011 (NLRB Div. of Judges 2014).

I did not uncover, nor does Petitioner point to, any case law or other rule requiring service of a Statement of Position on the “Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.”

Moreover, Section 102.66(b) of the Board’s Rules and Regulations states that the regional director has “discretion to direct the receipt of evidence concerning any issue [. . .] as to which the director determines that record evidence is necessary.” In *Brunswick Bowling Products, LLC*, 364 NLRB No. 96, slip op. at 3 (2016), the Board found that the regional director had erred by receiving into evidence a union’s statement of position in an RD case, where the union did not serve the parties until over three hours after the deadline, did not file a motion for an extension of time to file and serve, and provided no explanation for failing to serve its statement of position in a timely manner. However, the Board nevertheless concluded that given the investigatory nature of representation proceedings and the authority of the regional director to direct the receipt of evidence concerning any issue determined necessary for the record, the regional director “did not abuse her discretion in receiving evidence regarding the existence of a contract bar, and did not err in finding that the petition was barred by the contract.” *Id.* Concurring, Member Miscimarra noted that this holding “rightly places substance over form.” *Id.*, slip op. at 4.

In the instant case, I find that service of the Statement of Position was sufficient. Petitioner is undoubtedly a party named in the RC petition and the Employer sent an email with the Statement of Position to the email address listed for Petitioner on the RC petition prior to the deadline. Therefore, under the mail box rule, I find that the Employer timely served Petitioner. While Petitioner contends it did not receive the Statement of Position by the deadline, and thus arguably the Employer did not comply with the plain language of Section 102.63(b)(1) of the Board’s rules, I find service to be sufficient given the circumstances as a whole.

While Petitioner cites to *URS Federal Services, Inc.*, 365 NLRB No. 1 (2016), that case is distinguishable. In *URS Federal Services, Inc.*, the Board addressed whether the acting regional director properly overruled a petitioning union’s objections that the employer failed to serve the voter list on the petitioner, as require by the Board’s rules, without any explanation as to why it

failed to do so. The Board found that the rules plainly require service of the voter list and specify that failure to do so will result in setting aside the election if timely objections are filed, which occurred in that case. Here, the Employer did serve the Statement of Position on Petitioner prior to the deadline. Moreover, unlike *URS Federal Services*, it is uncontested that Petitioner received the Statement of Position later the same afternoon. Thus, I do not find the case to be controlling in the instant matter.

Even assuming *arguendo* that the Statement of Position was not timely served, I would nevertheless find that, under my investigatory discretion, litigation of the appropriateness of the petitioned-for unit was proper in order to resolve the question concerning representation before me. See *Brunswick Bowling Products, LLC*, 364 NLRB No. 96.

II. EMPLOYER'S OPERATIONS

A. Facts

The Employer is engaged in the manufacturing of steel, superalloy, and titanium castings for use in jet aircraft engines, airframes, industrial gas turbine engines, medical prosthetic devices, and other industry markets.

The Portland operation consists of three "profit and loss centers" within an approximately five mile radius of one another. The Large Parts Campus ("LPC") makes castings for aerospace out of either steel or titanium. LPC consists of seven buildings: LSBS 1, LSBS 2, LSBS 3 (which is an x-ray center), LMA, the machine shop, LPC ti (which processes titanium), and LPC steel. The Small Steel Business Operation ("SSBO") makes the same products as the LPC but in a smaller size. The SSBO consists of two buildings, SSBO and SSB-1. The Deer Creek Annex ("DCA") makes industrial gas turbine parts and consists of only one building. Again, both Petitioner and the Employer agree that the geographic scope is the entire Portland operation.

The highly technical manufacturing process is the same throughout the Portland operation's three profit and loss centers. The first step in the process requires making a wax mold that is the exact replica of the part that will ultimately go to the customer. The second step in the process, referred to as investing, involves dipping the wax mold in a slurry, then putting it into a sand pit, and repeating this process until a dry ceramic shell forms around the wax mold. The wax is then melted out, leaving an empty cavity. Finally, liquid metal is poured into the shell and the shell is removed to produce a casting; this is the first point in the process in which metal is used.

In the types of parts the Employer produces, customer tolerance for defects is very low. Therefore, each step of the production process includes multiple types of inspection and systems for repair, up to and including restarting the production process from the beginning. For example, if there is a defect on the wax, it returns to the previous operation to be reworked, as any defect in the wax mold will ultimately result in a defect in the part shipped to the customer.

1. Departmental Organization and Common Supervision

Each of the three profit and loss centers has a general manager and uses a similar, highly structured organizational format. Reporting to each general manager are operations managers or superintendents for the respective production areas, such as titanium or steel. Reporting to them are numerous departmental supervisors and area managers, who oversee production employees.

Throughout the Portland operation, multiple job titles report to each production supervisor. No production supervisor oversees only the rework welders or rework specialists in the petitioned-for unit. There is no evidence regarding the supervision of the rework specialist/crucible repair position.

The record contains organizational charts that reflect the structure of the Portland operations in LPC, SSBO, and DCA.² The organizational charts do not include production employees or their job titles.

The LPC has titanium and steel operations. Titanium operations within the LPC is run by the vice president of the structurals division. The production superintendent and the manufacturing manager report to the vice president. Reporting to the production superintendent are two production supervisor Is, four production supervisor IIs, and a senior planner. Production supervisors manage the production workers who are completing various operations required to produce a casting. Reporting to the manufacturing manager³ are three area managers, each responsible for a different area of the LPC. Each manager oversees three or four production supervisors, and one area manager also oversees a titanium manufacturing specialist. A day shift production supervisor, for example, is responsible for inspection functions, including radiographers, radiologic evaluators, film interpreters, rework grinders, production grinders, rework welders, and rework specialists. The steel operation has the same structure as the titanium operation.

The SSBO is headed by a vice president/general manager. Reporting to the vice president/general manager are: vice president of operations/business unit manager (commercial); wax area manager; plant controller, automation and control systems manager; investing, foundry, and cleaning area manager; facilities manager; business unit manager II (aerospace); and quality manager. Under the vice president of operations/business unit manager (commercial) are: production engineer; commercial account manager; area manager service center/inspection; and SSB1 area manager. Reporting to the area manager service center/inspection are the HT & straightening supervisor, x-ray/FPI supervisor, swing shift supervisor, and shipping coordinator. Under the wax area manager are: wax area supervisors; swing shift supervisor; wax process engineer; SLA area manager; production planner; technicians; and manufacturing administrator. Under the control systems manager are: automation engineers; manufacturing engineer; wax area

² Petitioner contends on the record and in its brief that the organizational charts have inaccuracies. While I recognize that the organizational charts may contain some errors, I nevertheless find that they are useful for the purposes of providing a general overview of the Portland operation.

³ Although the organizational chart in the record uses the title "production supervisor" again, it appears this is an error given the accompanying testimony.

engineer; and technician. Under the investigating, foundry, and cleaning area manager are: cleaning supervisor; foundry supervisor; investing supervisors; allow planner; investing engineers; foundry engineer; and technicians. Under the aero business unit manager II are the international team and the operations team, which includes the engineering manager and the area manager. Reporting to the area manager are the hand grind supervisor/dispatch, supervisor, swing shift supervisor, production group lead, and production planner. Reporting to the engineering manager are about 16 engineers and three technicians. Under the quality manager are: NDT engineering manager; welding process control engineer; quality engineer medical; quality engineering supervisor; and quality engineer commercial. As with the LPC, there is no supervisor for a single classification of production employees.

The DCA is also headed by a general manager. Reporting to the general manager are the sales manager, operations controller, senior human resources manager, production control manager, operations manager, engineering manager, and quality manager. Under the production control manager are the master schedule supervisor, the alloy planner, and the customer service planner. Under the operations manager are the back end area manager, front end and interim TiAl area manager, TiAl supervisor, and the maintenance administrator. Under the back end area manager are the back end supervisors, cleaning supervisor, x-ray supervisor, off-shift supervisor, targeting supervisor, manufacturing engineers, OSP supervisor, and TiAl supervisor. Under the front end area manager are the casting supervisor, wax supervisor, wax technician, investing and shell finish supervisor, and investing and shell finish technician. Under the engineering manager are the engineering program manager (non-GE IGT), engineering program manager (GE IGT), process control program manager, dimensional tooling engineer, simulation modeler, and MECOP. Reporting to the quality control manager are quality engineers, MECOP, quality technicians, NDT level III, and technician. Also reporting to the operations manager are electrical engineer, manufacturing engineer, two MECOPs, maintenance supervisor, and maintenance administrator.

All of the rework welders and rework specialists who testified regarding their departmental structure and supervision stated that their immediate supervisors also supervise rework grinders, visual dimensional inspectors, x-ray shooters and readers, and florescent penetrant inspectors. Other than these employees, there is no evidence that rework welders or rework specialists are supervised by the same supervisor as other production employees sought by the Employer. Similarly, there is no evidence that higher-level managers actually supervise or regularly interact with the production employees at issue in the instant hearing.

There is currently no specific department anywhere in the Portland operation solely for the rework welders and rework specialists in the petitioned-for unit. The record establishes that rework welders and rework specialists are employed in the inspection and rework stage of the production process, sometimes referred to as "back end," which occurs after completion of "front end" operations of waxing, investing, and casting. The record shows limited instances of use of the term "back end" in reference to the Employer's production process. At LPC, although the term "steel back end" is not reflected in the LPC organizational chart, the Employer referred to "steel back end" in a June 2017 organizational announcement regarding the promotion of a manager to production superintendent for steel back end at LPC. The record is void of other

evidence suggesting regular use of “steel back end” as a department at LPC. At DCA, the organization chart shows that the “back-end” area manager oversees the back-end supervisors, cleaning supervisor, x-ray supervisor, off-shift supervisor, targeting supervisor, manufacturing engineers, OSP supervisor, and TiAl supervisor. Of note, a rework specialist testified that in the past welding has constituted its own department. However, the record contains no further detail as to the timeframe in which this independent department existed, how long it existed, which employees made up the department, or where the department fell within the Employer’s organizational structure.

The rework specialist/crucible repair employee appears to be the only employee in the petitioned-for unit in the casting portion of the process. The record does not specify where the rework specialist/crucible repair employee falls within the Employer’s departmental organization.

The Portland operation utilizes both corporate human resources and human resources for each profit and loss center.

2. Skills and Training

a. Petitioned-For Employees

The job description for rework welders indicates that applicants must possess welding skills, as demonstrated by the completion of the Employer-approved welding tech series and welding certification in two applicable alloys or titanium at the time of hire. Additionally, the job description notes that applicants must have either two years applicable welding experience or an equivalent combination of classroom training and work experience and complete “Certification to PCC Weld Test Standards.”

Once hired, rework welders must also complete a multi-week, in-house welding program that lasts approximately 120 hours. The welding training coordinator testified that rework welders can go through the Employer’s in-house welding program if they bid into the position with no prior experience. Similarly, the job description for rework welder states that training is provided on the job. However, record testimony is clear that rework welders must generally demonstrate some skill and experience in order to be hired into the job classification through the bid process and begin working in production. One rework welder testified that when hired five years ago, he was required to demonstrate five to ten years of tig welding (a type of welding) experience and a minimum of one year college experience. Then, upon hire, he went through a preparatory class showing newly hired rework welders how to work and pass the certifications. After completing this initial training, he worked with a tech lead or training specialist for eight or nine weeks. Another rework welder testified that when he applied to enter the Employer’s welding program, he needed to demonstrate efficiency with a sample test plate to qualify for the job and to begin the training program. Of the 15 employees who attempted the test plate, only four employees qualified to begin training. A rework specialist testified that requirements to become a rework welder included two classes in welding technology and tig welding, offered at

the local community college, not through the Employer, in order to apply for the Employer's in-house welding program.

Beyond the initial training, rework welders must hold visual weld certifications. The job description for rework welders states that they may receive additional training, such as: alloy certification; titanium certification; and gas metal arc welder, gas tungsten arc welder, shielded metal arc welder, and plasma arc welder welding certifications.

Applicants for rework specialist positions are required to be a step 6 rework welder (the highest level of rework welder, discussed below in wages) at the time of application. Applicants must have worked a minimum of five years as a step 6 rework welder, with a preference for eight years of experience at step 6. Additionally, applicants for rework specialists must hold all generally required certifications pertaining to their facility and must have a record of 80 percent or better "first try" certification test success.

Not all rework welders and rework specialists hold the same certifications. The rework welder job description states that SSBO uses gas tungsten arc welding only, LSBO requires use of WEBTAQ welding technique for gas tungsten arc welding, and TBO requires gas tungsten arc welding only and titanium certification. One rework welder testified that he holds multiple certifications, including three patches, two coupons, and three DSAs. One rework specialist testified that he holds about a dozen certifications, as his plant works with multiple metal alloys.

Rework specialist/crucible repair has somewhat distinct training and entry qualification requirements from the remainder of the petitioned-for unit. Rework specialist/crucible repair completes on-the-job training run by the welding engineer. According to the job description, once training is complete, copper welding qualification is required. The job description also states that an applicant needs PCC IIIb-SA welding experience prior to copper welding training and qualification, but that a potential candidate without IIIb-SA welding experience shall be trained and capable of passing any necessary qualification exams. The sole rework specialist/crucible repair employee did not testify, nor did his immediate supervisor, so it is unclear from the record what training and qualifications the employee actually had at the time of hire or must maintain to continue to hold the position.

All employees in the petitioned-for unit must take and pass an annual eye exam.

b. Employees Sought to be Included by the Employer

The Employer submitted job descriptions for the approximately 120 job classifications for the employees the Employer seeks to include in the unit.

Of those 120 job descriptions, several classifications, including wax assemblers, gate removal operators, and millwrights, perform some welding as part of their listed job qualifications or duties. As discussed below, wax assemblers weld wax, whereas gate removal operators and millwrights weld metal. However, no metal welding certifications are required for these job classifications. Moreover, as no employees in those job classifications testified in the

instant matter and no front-line supervisors testified regarding hiring requirements or day-to-day duties, the record does not indicate the extent, if any, of their welding classifications prior to hiring or welding work or training after hire.

Other job classifications require some advance training, but not in welding. For example, radiographers, film interpreters, florescent penetrant inspectors, and visual dimensional inspectors all require training and certifications in their respective skill sets. Dispatchers must be certified to drive a fork lift and maintain a fork truck license.

It is uncontested that no job classifications outside the petitioned-for unit require metal welding certifications.

Like employees in the petitioned-for unit, all non-destructive testing employees, which includes radiographers, shooters, x-ray readers, penetrant inspectors, processors, and rework analysts, as well as dispatchers, must take and pass an annual eye exam.

All production employees working in the Portland operation go through safety training and an orientation that addresses, policies, procedures, and work rules.

3. Job Duties

a. Petitioned-For Employees

Rework welders repair defects identified in metal castings. According to the job description, rework welders weld areas on castings using techniques such as gas metal arc welding, gas tungsten arc welding, shielded metal arc welding, and plasma arc welding.

Rework specialists perform rework welder duties, train rework welders, and provide welding engineering project support. Rework specialists are required to develop rework plans for parts that have particularly large numbers of defects and repair the castings according to customer specifications. This can include working with grinders, inspectors, and rework analysts to route the part for repair.

There is only one rework specialist/crucible repair employee employed in the Portland operation. As noted above, neither the employee nor his immediate supervisor testified in the instant proceeding. The only record evidence regarding the job duties of the rework specialist/crucible repair employee are the job description and the testimony of a corporate manager. According to that testimony, as part of the production process, titanium ingot is melted into a crucible, which is then tipped into a funnel. Once the titanium has been poured in, there is still a layer of titanium metal left in the crucible, which is chipped out of the crucible, thus damaging it. The role of the rework specialist/crucible repair employee is to weld and repair the crucible so that it can be used again to melt titanium. According to the job description, the rework specialist/copper crucible repair role includes, *inter alia*: identifying and inspecting areas needing repair; grinding or chipping off defective areas; and welding ground areas with gas

tungsten arc or plasma arc welding processes. Unlike rework welders and rework specialists, the rework specialist/copper crucible repair employee does not work on metal castings.

b. Employees Sought to be Included by the Employer

As noted above, the Employer submitted job descriptions for the approximately 120 job classifications for the employees the Employer seeks to include in the unit. No employees in those job classifications testified in the instant matter. Therefore, the record does not indicate the extent, if any, of their welding work.

The record reveals that several classifications in the unit sought by the Employer perform some welding duties. For example, wax assemblers and pattern finishers weld wax components together at the beginning of the production process in order to make a larger mold; it is uncontested that they weld wax, not metal. Gate removal operators use torches to remove plumbing from the gating attached to the mold; gate removal operators weld metal using an air carbon torch. Millwrights, who work in the maintenance department to repair equipment, weld if necessary to repair equipment.

Employees in the remaining job classifications perform highly specialized steps of the Employer's production process, discussed in greater detail below. For example, numerous job classifications review castings for defects. Florescent penetrant inspectors check the surface of a casting for defects by dipping the entire casting into a bright green florescent penetrant solution, rinsing the casting, and then taking it into a booth lit by black light to show surface defects. Visual dimensional inspectors and dimensional evaluators check and measure the metal casting to ensure that all of the features on the castings comply with the blueprints and customer specifications. Radiographers, film interpreters, and digital radiological evaluators take or interpret x-rays to determine where subsurface defects are located.

It is clear from the record that employees cannot perform the duties of a distinct job classification unless specifically qualified to do so.

4. Functional Integration

The production of metal castings in the Portland operation consists of a lengthy, specialized process. As the part moves through the manufacturing process, the employee performing each task codes onto a router, which is a paper record that travels throughout the process. The "front end" of the process consists of waxing, investing, and casting. The "back end" of the process consists of reworking the casting to ensure it meets customer specifications.

Waxing, the first step of the process, entails creating a full-scale wax version of the desired metal casting according to customer specifications for the final product. The waxing process includes core prep operators, framers, high volume wax operators, journey mold makers, leach tank operators, mold machine operators, pattern finishers, pattern makers, precision assemblers, production pattern wax assemblers, production gating wax assemblers, production

wax assemblers, rapid prototype operators, wax area inspectors, wax cleaners, wax dimensional inspectors, wax makers, wax outsource inspectors, and wax process auditors.

Investing involves dipping the wax mold into slurry, putting it into a sand pit, and repeating the process until there is a dry ceramic shell around the wax mold and an empty cavity remains. Investing includes investing helpers, investing specialists, shell finishing processors, shell processors, and utility investors.

Casting occurs when metal is poured into the wax mold to create the final product. The casting process includes air cast pour/gen operators, ASC vacuum furnace operators, crucible rework specialist/crucible repair, deer creek furnace operators, electrode fabricators, foundry persons, foundry specialists, master caster furnace operators, MM vacuum furnace operators, pot packers, pot packers/coil maintenance, and vacuum furnace operators.

After the part is cast, the metal casting moves into the inspection and rework cycle. This stage of the manufacturing process utilizes employees who identify defects, including penetrant inspectors, radiographers, digital radiographers, radiological evaluators, film interpreters, straighteners, visual dimensional inspectors, LSPS specialists, dimensional analysts, and dimensional operators. Along with the necessary inspection, rework welders and rework specialists repair the defects identified by other employees. Generally, a "rework team" includes florescent penetrant inspection, x-ray inspection, visual inspection, and any subsequent grinding and welding. As discussed below, rework welders and rework specialists have only limited contact with other employees in the inspection and rework cycle, and essentially no contact with production employees in other stages of the manufacturing process.

The final stage of the process, called Coordinate Measuring Machine (CMM), utilizes a machine to check for accuracy, and includes employees such as utility aides, tool room attendants, and dispatchers.

If a part has an unusually high number of defects, best practice is for operators responsible for the root cause of the defect to coordinate directly with other job classifications in order to solve the problem. While the corporate manager testified that this need to correct defects causes employees at later stages in the process, such as rework welders and rework specialists, to interact frequently with employees at the earlier stages of the process, other record evidence discussed below contradicts this testimony.

For example, as part of its effort to improve the specialized production process, the Employer utilizes "Tiger Teams," which is led by an engineer and composed of employees throughout the production process. Tiger teams target a particular part, a particular casting, or part of the process and seek to make improvements on it. The Employer currently has about ten Tiger teams running, only one of which has a rework welder as part of its core team. Moreover, most of the employees who testified, many of whom had extensive tenure with the Employer, did not know Tiger teams existed or did not have Tiger teams in their departments.

The rework specialist/crucible repair employee, per the corporate manager, interacts with other production employees in a different way because he solely works on a crucible, not a part. Again, the sole rework specialist/crucible repair employee did not testify to reveal his role in the production process.

The maintenance department does not work on specific parts, but rather keeps the production machinery functioning.

5. Contact

a. Work Areas

Rework welders work either in eight foot by eight foot booths or in open air chambers, depending on the type of metal being welded. The welding booths are adjacent to one another, adjoined by plastic flaps as doors and walls; only welders use the welding booths.

A corporate manager testified that rework welders communicate with other employees, such as visual dimensional inspectors, on a daily basis, however other record evidence contradicts this testimony. One rework specialist testified that his main interaction with non-welding employees is with rework grinders regarding the way the welder is prepped; he estimated that he interacted with the grinder about a piece about once per week. Another rework specialist testified that he interacts with rework grinders or visual dimensional employees about once or twice a week when there has been incorrect work. One rework welder testified that he spends maybe five to ten percent of his week with rework grinders or visual dimensional employees.

Beyond rework grinders and visual dimensional employees, rework welders and rework specialists have essentially no interaction with employees in the unit sought by the Employer. This is in part due to the fact that not all buildings or areas of buildings contain all portions of the production process. In fact, rework welders and rework specialists testified to never having seen waxing, investing, or casting. For example, a rework specialist who worked in LMA testified that he works in a repair facility for castings, which includes florescent penetrant inspection, clean line, grinding, visual dimensional sandblast, welding, visual dimensional inspection, CMM, CNC machine, and non-destructive testing. A rework welder testified that in his building, Crosswhite, there are rework grinders, visual dimensional employees, rework welders, and florescent penetrant inspectors, but no wax, casting, or investing employees.

The record does not reveal whether the rework specialist/crucible repair employee has contact with employees in the petitioned-for unit or in the unit sought by the Employer.

Additionally, all employees at issue in the instant proceeding use the same lunch room, break room, and smoke area, and time clock. However, the record does not establish that employees frequently interact with one another at these locations.

b. Meetings

Anywhere from weekly to monthly, according to a corporate manager, the production employees under each supervisor attend standup meetings. A rework welder testified that “welding meetings” occur every other Wednesday, or as often as needed to discuss issues, with the department supervisor; the meetings are only for welders. It is unclear from the record if welding meetings and standup meetings are the same thing, as there is not extensive detail about standup meetings in evidence.

Once per quarter, the general manager from each profit and loss center holds a mandatory “coffee talk” with all production and maintenance employees. The coffee talks include a presentation followed by a very short question and answer session. Employees in the petitioned-for Unit who testified regarding coffee talks noted that they do not generally interact with other employees during the meetings. One rework welder testified that talking in coffee talks is frowned upon, and another rework welder testified that a vice president specifically said not to speak during coffee talks.

All employees must participate in ongoing harassment training, safety training, and other trainings. The Employer conducts these trainings in groups of about 30 to 40 production employees, irrespective of job classification. The record does not reveal how frequently these meetings occur or the nature of employee contact at these trainings.

c. Committees

The Employer maintains a number of employee-management committees.

The grievance committee, discussed in greater detail below in the section on work rules, consists of production employees, including rework welders and rework specialists, in the Portland operation, as well as supervisors and manager. It is not evident from the record how frequently the grievance committee meets, the nature of employees’ interactions with one another, or how many employees in the petitioned-for Unit participate.

The policy review committee is a group of hourly employees and salaried representatives from the Portland operations that meets to review policies. This committee discusses policies, makes edits, and sends their proposals for revision to a human resources group. If the human resources group agrees, the policy is presented to management to be accepted and incorporated. A production employee is elected by coworkers and a production supervisor or manager appointed by the Employer for each facility. One rework welder serves on the policy review committee. Like with the grievance committee, it is not evident from the record how frequently the policy committee meets or the nature of employees’ interactions with one another while serving on the committee.

d. Special Events

Every fall, the Employer holds a picnic for employees of the Portland operation and their families.

Every spring, the Employer holds an awards dinner to recognize years of service with the Employer. All employees at the Portland operation with at least five years of experience and their families are invited to attend.

6. Interchange

a. Temporary Interchange

With regard to temporary interchange among petitioned-for employees, the record establishes that rework welders and rework specialists may be sent to other departments to perform welding work to avoid being sent home for lack of work. However, the record does not provide extensive detail how often this happens. There is no record evidence regarding temporary transfer to or from the rework specialist/crucible repair job classification.

With regard to temporary interchange between petitioned-for employees and employees in the unit sought by the Employer, the record reveals that the rework welders and rework specialists occasionally perform non-welding work when welding work is slow. This generally occurs either if the employee has prior experience in the non-welding task or if the non-welding task is much lower-skilled.

Some rework welders or rework specialists with prior experience in a non-welding task may perform this work when welding work is low. One rework specialist testified that he has been asked to temporarily step in as a line operator, which was a position he held prior to becoming a rework welder; however he has not been asked to work as a line operator since about 1992. According to a production supervisor, a rework welder volunteered around a year ago to take visual dimensional certification classes, and thus will sometimes perform visual dimensional work when welding work is low; the record is silent as to how frequently this occurs. A rework specialist who came to the Employer highly trained in many production areas testified that, about 10 months ago, his supervisor had him perform weld mapping or masking almost daily; however it did not appear from the record that this occurred outside of that limited timeframe. Another rework specialist, who transitioned to welding about two years ago from being a grinder, testified that around the time he moved to welding he performed grinding work to avoid getting sent home early for lack of work; there is no evidence that he continues to do this at present.

The record contains conflicting evidence regarding performance of non-welding tasks for employees without prior experience in those areas. An Employer witness testified that rework welders and rework specialists may be asked to perform a non-welding task that is less skilled, such as "patch and plug" work, which is traditionally performed by grinders, or "taping," which requires no skill as employees merely place masking tape on a spot marked by the inspector. However, it is unclear from the record what percentage of a given work week or month this may

consume or for how many rework welders or rework specialists. Contrasting the Employer's view, one rework welder testified that he asked his supervisor if he could perform grinding work when welding work was low in order to get his 40 hours in the week, and the supervisor told him he was a welder, not a grinder, and sent him home. Similarly, one rework welder testified that in his 30 years as a rework welder he has never been asked to perform non-welding work. Another rework welder testified that in his five years with the Employer, he has never been asked to perform non-welding work.

There is no evidence that other production employees ever perform rework welder or rework specialist work on a temporary basis. Wax welders cannot temporarily fill in for rework welders.

b. Permanent Interchange

All production employees within the Portland operation may bid into open positions, and it is routine for production employees to bid for various positions throughout the Portland operation.

With regard to permanent interchange among employees in the petitioned-for unit, all rework specialists previously worked as rework welders. The rework specialist/crucible repair employee has not worked as either a rework welder or a rework specialist.

The record reveals that certain classifications of production employees outside the petitioned-for unit have bid into and received rework welder and rework specialist positions. An Employer exhibit shows that around 55 rework welders and rework specialists previously held other production positions with the Employer. Of those, only eight employees have permanently transferred from other production positions since 2010, and five of those eight held rework grinder positions immediately prior to becoming rework welders. Approximately 30 previously worked as rework grinders, 21 worked as production grinders, 5 worked as shell finishing processors, 5 worked as walk-in sand/shotblasters, 4 worked as mold machine operators, 4 worked as production wax assemblers, 3 worked as wax cleaners, 2 worked as heat treat operators, and 1 worked as a gate removal operator. However, the exhibit shows only the date the employee began in their rework welding, and does not show the length of time employees held these prior positions or the timeframe in which they held the position. There is no evidence that the majority of the classifications sought to be included by the Employer have ever permanently bid into positions in the petitioned-for unit.

With regard to permanently transferring out of positions in the petitioned-for unit, it is rare for employees from the petitioned-for unit to move into non-welding positions that are not management positions. As noted below, the petitioned-for employees are on the higher end of the Employer's pay scale. One Employer witness recalled a rework welder becoming a production coordinator, but did not testify regarding the timeframe or details of the change in position. A human resources manager testified that one welder in DCA transferred into a visual dimension position in fall of 2016 to avoid layoff. The manager also testified that from 2013 to 2014, while serving as a human resources manager at LPC titanium, no employees in the

petitioned-for unit went from welding positions into other production and maintenance positions. The record also indicates that two rework welders moved into maintenance around or more than 10 years ago, but contains limited details regarding this permanent interchange.

7. Terms and Conditions of Employment

a. Work Rules and Policies

The employee handbook, attendance policies, and leave policies apply to all non-exempt employees in the Portland operation. All production employees use a barcode to clock in at the beginning of their shifts.

Standard forms and processes for performance reviews are used throughout the Portland operation. The forms all include the same broad categories, such as efficiency, quality, safety, and behavior, for all employee classifications.

All production workers are required to maintain their equipment in good working order, to take responsibility for and demonstrate safe work practices, to adhere to plant and department safety rules, to safely operate their equipment and tools, and to identify and report safety problems.

If employees believe the Employer has not applied policies fairly, employees can file a grievance. If after human resources investigates the grievance it is deemed a hearing is necessary, a grievance hearing is scheduled before a grievance committee consisting of three salaried employees and three hourly employees, who are selected out of a pool of hourly employees elected by employees in the Portland operation. The pool of employees for the grievance committee includes one employee from the petitioned-for unit, a rework welder.

b. Wages and Benefits

With regard to wages, all employees in the Portland operation are paid according to a set pay scale of pay grade and step. Job classifications are assigned a pay grade between five and 20, though there is currently no job classification at grade 17. Within each grade, there are six steps. The lowest step in grade 5 earns \$14.21 per hour, and the highest step in grade 20 earns \$38.85 per hour. Each job classification has a different set of requirements for advancement between steps.

The record does not contain the wage rates for each grade and step, as the Employer refused to provide the documents pursuant to Petitioner's subpoena, contending that employees' wages were confidential. Employer witnesses claimed that there is a four and a half percent increase in pay between grades and \$6 difference in steps. However, the record testimony is

clear that the individual who calculated this percentage on behalf of the Employer did not examine all of the pay grades and steps in reaching these numbers.⁴

The record establishes that rework welders are paid at grade 15, rework specialists at grade 16, and rework specialist/crucible welders at grade 18. Two rework welders testified that they earned \$30.25 per hour. Three rework specialists testified that they earned \$31.37 per hour.

However, the record also suggests that the Employer may pay some employees outside of the strict grade and step framework outlined above. One rework specialist testified that he believed rework welders are not paid according to the regular grade and step framework, but rather are either a grade 15 plus four percent or a grade 16 plus eight percent. Two rework specialists believed they were either a grade 15 plus four percent or a grade 16.

Only a small number of employees in the unit sought by the Employer are paid at grade 15 or higher. These positions include maintenance positions, such as millwrights, millwright LMEs, and electricians, and other highly skilled employees.

All production employees are eligible for quarterly cash bonuses based on the performance of their profit and loss center as a whole. While the formula for calculating quarterly cash bonuses is the same across the profit and loss centers, the actual bonus payout for each process and loss center is different, as it depends on how well each center hit its financial targets.

The Employer provides market-based wage adjustments on January 1 of each year. The percentage increase is the same for all production workers.

All employees in the Portland operation receive the same health and retirement benefits. The same vacation accrual policies apply to all production employees.

c. Hours

Production operates seven days per week. Most production employees work Monday through Friday, although some work Tuesday through Saturday, others work Sunday through Thursday, and others work more condensed schedules.

Production employees work on shifts, which they can bid on twice per year. Production employees generally work on three shifts. First, or day, shift runs from 6:00 a.m. to 2:30 p.m. Second, or swing, shift runs from 2:30 p.m. to 10:30 p.m. Third, or graveyard, shift runs from 10:30 p.m. to 6:00 a.m. There are exceptions to these standard shifts, such as four ten-hour shifts or three 12-hour shifts. The record suggests that rework welders and rework specialists work on all shifts.

⁴ Based on the lack of underlying documents in the record to corroborate the Employer's calculations, I find that Employer Exhibit 37 has no probative value.

d. Equipment

Employees in the petitioned-for unit testified to using tig torches, tungsten, filler rods, foot pedals, grinders, millers, air nozzles, hoses, veneers, dial calipers, chipper syntheses, and welding lenses. Grinders use the same style of grinder, but do not use the remaining equipment or tools, and also use additional grinding tools. According to one rework specialist, visual dimensional inspectors may occasionally also use some of the same tools.

Employees in the petitioned-for unit also use a weld stamp, which shows work performed by a particular welder. Although penetrant inspectors and visual dimensional inspectors also have stamps, only welding stamps have a W insignia.

e. Attire

There is no work uniform, and most production employees wear jeans. General attire requirements, such as having shoulders covered, apply to all production employees. Some production areas also provide aprons to protect employees' clothes, but the record does not reveal which employees utilize aprons in the workplace.

All employees are required to wear steel-toed shoes, safety glasses, and hearing protection in certain areas of the Portland operation. Some welding positions, though it is not clear from the record which classifications, use additional personal protective equipment, such as a hood with a screen that is shaded to protect their eyesight from the welding arc.

All employees have identical badges with a specific barcode that allows them access to the building and operations on the router.

8. Collective Bargaining History

There is no record evidence of a history of collective bargaining or union representation at the Portland operation. The record does reveal that the Employer and Petitioner previously entered into a stipulated election agreement for a unit of all production and maintenance employees.

B. Analysis

The Act does not require a petitioner to seek representation of employees in the most appropriate unit possible, but only in *an* appropriate unit. *Overnite Trans. Co.*, 322 NLRB 723 (1996). Thus, the Board first determines whether the unit proposed by a petitioner is appropriate. When the Board determines that the unit sought by a petitioner is readily identifiable and employees in that unit share a community of interest, the Board will find the petitioned-for unit to be an appropriate unit, despite a contention that the unit employees could be placed in a larger unit which would also be appropriate or even more appropriate, unless the party so contending demonstrates that employees in the larger unit share an "overwhelming community of interest"

with those in the petitioned-for unit. *Specialty Healthcare & Rehab. Ctr. of Mobile*, 357 NLRB 934 (2011).

Thus, the first inquiry is whether the job classifications sought by Petitioner are readily identifiable as a group and share a community of interest. The Board has made clear that it will not approve fractured units; that is combinations of employees that have no rational basis. *Odwalla, Inc.*, 357 NLRB 1608 (2011); *Seaboard Marine*, 327 NLRB 556 (1999). Thus an important consideration is whether the employees sought are organized into a separate department or administrative grouping. Also important are whether the employees sought by a union have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the employer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *United Operations, Inc.*, 338 NLRB 123 (2002). Particularly important in considering whether the unit sought is appropriate are the organization of the plant and the utilization of skills. *Gustave Fisher, Inc.*, 256 NLRB 1069, 1069 n.5 (1981). However, all relevant factors must be weighed in determining community of interest.

With regard to the second inquiry, additional employees share an overwhelming community of interest with the petitioned-for employees only when there "is no legitimate basis upon which to exclude (the) employees from" the larger unit because the traditional community-of-interest factors "overlap almost completely." *Specialty Healthcare*, 357 NLRB at 944, 945, n.28 (quoting *Blue Man Vegas, LLC v. NLRB*, 529 F.3d 417, 421-422 (D.C. Cir. 2008)). Moreover, the burden of demonstrating the existence of an overwhelming community of interest is on the party asserting it. *Northrop Grumman Shipbuilding, Inc.*, 357 NLRB 2015, 2017 n.8 (2011).

"A unit is not fractured simply because a larger unit might also be appropriate, or even more appropriate." *Macy's Inc.*, 361 NLRB No. 4, slip op. at 11 (2014) (citing *Specialty Healthcare*, 357 NLRB at 942). The Board has found that while "a unit might be fractured if it is limited to the members of a classification working on a particular floor or shift," an entire department or classification can be an appropriate unit. *Macy's Inc.*, 361 NLRB No. 4, slip op. at 12-13. See also *Cristal USA, Inc.*, 365 NLRB No. 82 (2017) (finding petitioned-for unit of Plant 2 North production employees to be an appropriate unit where they "work in a plant separate from other production employees, have skills and specialized training specific to producing a particular chemical, and produce that chemical as a distinct part of the employer's production process" and are commonly supervised by the Plant 2 North manufacturing superintendent); *DPI Secuprint, Inc.*, 362 NLRB No. 172, slip op. at 4 n.10 (2015) (finding unit of employees is appropriate despite being drawn from several departments if they are readily identifiable as a group and share a community of interest).

1. The Classifications Sought By Petitioner Are Readily Identifiable as a Group and Share a Community of Interest

When a labor organization petitions for "an election in a unit of employees who are readily identifiable as a group (based on job classifications, departments, functions, work

locations, skills, or similar factors), and the Board finds that the employees in the group share a community of interest after considering the traditional criteria, the Board will find the petitioned-for unit to be an appropriate unit.” *Specialty Healthcare*, 357 NLRB at 945. See also *ASV Inc. a/k/a Terex*, 360 NLRB No. 138 (2014) (finding no rational basis for the petitioned-for unit because, *inter alia*: the unit did not track any lines drawn by the employer, such as job classification or department; the record revealed no reason for including some employees but excluding others; and the supervisory hierarchy was shared); *Northrop Grumman Shipbuilding, Inc.*, 357 NLRB 2015 (2011) (finding four classifications in radiation control department constitute a readily identifiable group where they shared a unique function of providing independent oversight for radiation control).

Here, rework welders and rework specialists are “readily identifiable as a group,” in that they are related job classifications that share the function of repairing manufacturing defects in metal castings. To the extent that the Employer cites to 319 NLRB 749 (1995), and *Alcan Aluminum Corp.*, 178 NLRB 362 (1969), and *American Cyanamid Co.*, 131 NLRB 909 (1961), *Harrah’s Illinois Corp.*, in support of its contention that the rework welders and rework specialists do not constitute a readily identifiable group, these cases all pre-date the Board’s decision in *Specialty Healthcare* and are not controlling in the instant matter.

Therefore, under *Specialty Healthcare*, the question becomes whether the petitioned-for employees share a community of interest according to the traditional criteria. As discussed below, I find that the rework welders and rework specialists share a community of interest, and that the rework specialist/crucible repair employee may vote subject to challenge.

a. Departmental Organization

A particularly important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer’s operation. *Gustave Fisher, Inc.*, 256 NLRB at 1069, n.5. The Board has made clear that it will not approve of fractured units – that is, combinations of employees that are too narrow in scope or that have no rational basis. *Seaboard Marine*, 327 NLRB 556 (1999).

In this case, the unit sought by Petitioner does not conform to an administrative grouping or department within the Employer’s organizational structure. Rather, they are scattered throughout numerous departments in the Portland operation’s three profit and loss centers. Although rework welders and rework specialists are all part of the Employer’s back end operations, there is only limited evidence that the Employer may refer to them as such.

Therefore, I find that the organization of the Portland operation weighs against finding that the petitioned-for employees share a community of interest.

b. Common Supervision

Another community-of-interest factor is whether the employees in dispute are commonly supervised. In examining supervision, most important is the identity of employees’ supervisors

who have the authority to hire, to fire or to discipline employees (or effectively recommend those actions) or to supervise the day-to-day work of employees, including rating performance, directing and assigning work, scheduling work providing guidance on a day-to-day basis. *Executive Res. Assoc.*, 301 NLRB 400, 402 (1991); *NCR Corp.*, 236 NLRB 215 (1978).

In this case, the record reveals that rework welders and rework specialists are grouped together for supervision by the same front-line supervisors, based on profit and loss center, area of work, and shift. However, they always share supervision with production employees who are not part of the petitioned-for unit, discussed in greater detail below. Although rework welders and rework specialists may have been separately supervised in the past, this is no longer the case and thus not relevant to the instant analysis. *See AVC, Inc.*, 360 NLRB 1252, 1253 (2014) (finding a history of separate supervision irrelevant where there has not been separate supervision other than a non-supervisory team lead for at least a year).

The record does not disclose who supervises the rework specialist/crucible repair employee, but does indicate that he works in a different stage of the production process than rework welders and rework specialists.

I find that common supervision weighs against a finding of community of interest, as rework welders and rework specialists are not all supervised together and clearly share their supervision with other classifications of employees not included in the petitioned-for unit. Moreover, I find that it weighs against finding that the rework specialist/crucible repair employee shares a community of interest.

c. Interchange and Contact among Employees

i. Temporary Transfer

Interchangeability refers to temporary work assignments or transfers between two groups of employees. Frequent interchange “may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills.” *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987). As a result, the Board has held that the frequency of employee interchange is a critical factor in determining whether employees who work in different groups share a community of interest sufficient to justify their inclusion in a single bargaining unit. *Executive Res. Assoc.*, 301 NLRB at 401 (citing *Spring City Knitting Co. v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1981)).

In this case, the record reveals limited evidence of temporary employee interchange among rework welders and rework specialists from different departments or buildings. More specifically, the record reveals that rework welders and rework specialists may be sent to weld in other departments when work is slow in order to avoid being sent home. However, there is scant evidence on how frequently this occurs among different buildings, departments, or profit and loss centers that make up the petitioned-for unit. Given the number of special certifications required for rework welder and rework specialist roles throughout the Portland operation and the number of employees in these positions, the lack of specific evidence on temporary interchange

amongst these positions, I find that the record does not establish temporary interchange amongst rework welders and rework specialists.

There is no evidence of temporary transfer to or from the rework specialist/crucible repair employee. This weighs against finding that a community of interest exists between the rework welders, rework specialists, and rework specialist/crucible repair employee.

ii. Permanent Transfer

Also relevant for consideration with regard to interchangeability is whether there are permanent transfers among employees in the unit sought by a union. However, the existence of permanent transfers is not as important as evidence of temporary interchange. *Hilton Hotel Corp*, 287 NLRB 359.

In this matter, the record reveals evidence of permanent transfers among rework welders and rework specialists. Significantly, the record establishes that rework specialists first work as rework welders before bidding up into the higher-skilled position of rework specialist. Moreover, rework welders and rework specialists bid for positions in these job classifications throughout the Portland operation. In fact, many of the rework welders and rework specialists in the petitioned-for unit who testified have worked in multiple classifications within the petitioned-for unit and in multiple departments throughout the Portland operation. Overall, I find that permanent transfer weighs in favor of finding that a community of interest exists between rework welders and rework specialists.

In contrast, the rework specialist/crucible welder has not previously worked as either a rework welder or a rework specialist. This weighs against finding a community of interest exists with the rework welders and rework specialists.

iii. Contact

Also relevant is the amount of work-related contact among employees, including whether they work beside one another. Thus, it is important to analyze the amount of contact employees in the unit sought by a union have with one another. *See, e.g., Casino Aztar*, 349 NLRB 603, 605-606 (2007).

In this case, the record establishes contact amongst rework welders and rework specialists, as they work beside one another at their stations in the production area of each building. This weighs in favor of finding that a community of interest exists between rework welders and rework specialists.

The record does not reveal whether the rework specialist/crucible repair employee has contact with other employees in the petitioned-for unit. This weighs against a community of interest finding.

In sum, I find that temporary interchange weighs against, while permanent interchange and contact weigh in favor, of a finding that rework welders and rework specialists share a community of interest.

Conversely, I find that the record evidence weighs against finding a community of interest between the rework specialist/crucible repair employee and the remaining employees in the petitioned-for unit.

d. The Nature of Employee Skills and Functions

This factor examines whether disputed employees can be distinguished from one another on the basis of job functions, duties or skills. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that employees perform the same basic function or have the same duties, that there is a high degree of overlap in job functions or of performing one another's work, or that disputed employees work together as a crew, support a finding of similarity of functions. Evidence that disputed employees have similar requirements to obtain employment, that they have similar job descriptions or licensure requirements, that they participate in the same Employer training programs, or that they use similar equipment supports a finding of similarity of skills. *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penny Co., Inc.*, 328 NLRB 766 (1999); *Brand Precision Serv.*, 313 NLRB 657 (1994).

In this case, the record reveals that rework welders and rework specialists overwhelmingly share job skills and functions, as they all weld metal to repair production defects. Specifically, these employees all possess similar welding training and certifications, even though the record reveals that some require special certifications to work with particular metals or processes. There is only one job description for each position – rework welder and rework specialist – regardless of where in the Portland operation the employee works or on what shift. On balance, I find that skills and function weigh in favor of finding that rework welders and rework specialists share a community of interest.

The record contains more limited evidence regarding rework specialist/crucible repair classification, but it is clear that advanced welding skills are required. In light of the lack of specific evidence, I find that this factor weighs neither in favor nor against a finding of community of interest.

e. Degree of Functional Integration

Functional integration refers to when employees' work constitutes integral elements of an employer's production process or business. Thus, for example, functional integration exists when employees in a unit sought by a union work on different phases of the same product or as a group provides a service. Another example of functional integration is when the Employer's work flow involves all employees in a unit sought by a union. Evidence that employees work together on the same matters, have frequent contact with one another, and perform similar

functions is relevant when examining whether functional integration exists. *Transerv Sys.*, 311 NLRB 766 (1993).

The record reveals that rework welders and rework specialists perform the same function as part of the Employer's production process – repairing metal castings. This weighs in favor of finding a community of interest.

Conversely, the record does not reflect any amount of functional integration between the rework specialist/crucible repair employee, who works on a crucible in the casting stage of production, not on a part. This weighs against a finding of community of interest with rework welders and rework specialists.

f. Terms and Conditions of Employment

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion (for example hourly); whether employees have the same fringe benefits; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. *See, e.g., Overnite Trans. Co.*, 322 NLRB 347 (1996).

In this case, all employees in the petitioned-for unit are hourly employees who share the same fringe benefits. Rework welders are all paid in pay grade 15, rework specialists are all paid in pay grade 16, and rework specialists/crucible welders are all paid in pay grade 18 – all of which are on the higher end of the Employer's pay scale. They also are subject to the same work rules, disciplinary policies, and other general terms and conditions of employment as set forth in the employee handbook. Therefore, terms and conditions of employment weigh in favor of finding that the petitioned-for employees share a community of interest.

In sum, I find that the rework welders and rework specialists are a readily identifiable group and share a community of interest. While departmental organization and common supervision weigh against finding a community of interest, the factors of permanent interchange, contact, skills and function, functional integration, and terms and conditions of employment all weigh in favor of this conclusion. Accordingly, based on the case law outlined above, I conclude that the rework welders and rework specialists are an appropriate unit for the purposes of collective bargaining.

However, given the state of the record evidence regarding the rework specialist/crucible repair employee, I will allow that classification to vote subject to challenge.

2. The Employees the Employer Contends Must Be Added to the Unit Do Not Share an Overwhelming Community of Interest with the Employees in the Classifications Sought by Petitioner

I find that the employees the Employer seeks to add to the unit do not share an overwhelming community of interest warranting their inclusion with the rework welders and

rework specialists sought by Petitioner. In reaching this conclusion, I find that the additional approximately 117 job classifications work separately from rework welders and rework specialists, perform distinct tasks with distinct qualifications, and have infrequent and limited contact and interchange.

a. Departmental Organization

Generally, the Board will not approve a unit consisting of some, but not all, of an employer's production and maintenance employees. *See Check Printers, Inc.* 205 NLRB 33 (1973). However, in certain circumstances the Board will approve a unit in spite of the fact that other employees in the same administrative grouping are excluded. *Home Depot USA*, 331 NLRB 1289, 1289 and 1291 (2000).

Here, the record reveals that each profit and loss center has its own hierarchical structure, and employees in the petitioned-for unit are included with numerous other classifications of production and maintenance employees sought by the Employer. However, the highly specialized nature and structure of the Portland operation also means that most of the classifications sought to be included by the Employer are not part of the same departmental organization as the rework welders and rework specialists.

Accordingly, I find that departmental organization weighs in favor of finding a sufficient community of interest for the few job classifications in the same departments as rework welders and rework specialists, but not an overwhelming community of interest for all of the job classifications in the unit sought by the Employer.

b. Common Supervision

The fact that two groups are commonly supervised does not mandate that they be included in the same unit, particularly where there is no evidence of interchange, contact or functional integration. *United Operations*, 338 NLRB at 125. Similarly, the fact that two groups of employees are separately supervised weighs in favor of finding against their inclusion in the same unit. However, separate supervision does not mandate separate units. *Casino Aztar*, 349 NLRB at 607, n.11. The Board has found that "such common upper-level supervision can be [. . .] outweighed by other factors favoring a separate unit." *Macy's, Inc.* 361 NLRB No. 4, slip op. at 9 (citing *Grace Industries*, 358 NLRB 502 (2012)). *See also Guide Dogs for the Blind, Inc.*, 359 NLRB 1412 (2013) (no overwhelming community of interest where employees report to separate managerial chains).

Here, the record establishes that rework welders, rework specialists, and some of the employees in the unit sought by the Employer – specifically rework grinders, visual dimensional inspectors, x-ray shooters and readers, and florescent penetrant inspectors – are commonly supervised. The record establishes no common supervision between the rework welders and rework specialists, and the vast majority of the employees sought to be included by the Employer. Although there may have been a welding department in the past, there is no evidence to establish that, currently, either the rework welders and rework specialists have a stand-alone department in any of the profit and loss centers.

Accordingly, I find the lack of separate supervision weighs in favor of finding a sufficient community of interest with those employees who share direct supervision with rework welders and rework specialists, but fails to establish an overwhelming community of interest for the unit sought by the Employer.

c. Qualifications and Training

The record establishes that the petitioned-for employees and the employees sought to be included by the Employer possess distinct qualifications and training. Rework welders and rework specialists undergo extensive specialized training and receive additional certifications depending on their specific scope of work. The record is clear that employees outside the petitioned-for unit do not undergo such training unless perhaps they are attempting to bid into rework welder or rework specialist positions. Many other classifications possess distinct qualifications and training to perform their highly specialized portion of the casting production process; rework welders and rework specialists do not possess these qualifications and training unless they previously held that position. While it is true, as the Employer argues, that all production employees receive the same general safety trainings, orientation, and policy trainings, this limited training is not controlling given the overwhelming evidence of distinct, specialized training for the petitioned-for employees.

In sum, I find that qualifications and training weigh against finding an overwhelming community of interest between rework welders and rework specialists, and those in the unit sought by the Employer.

d. Job Duties

The Board has found that “the fact that other employees perform some of the same tasks is not sufficient in itself to render the requested unit inappropriate.” *Guide Dogs for the Blind, Inc.* 359 NLRB 1412 (2013) (quoting *Charles H. Tompkins Co.*, 185 NLRB 195, 196 (1970)). See also *Phoenician*, 308 NLRB 826 (1992) (where there is also evidence of similar terms and conditions of employment and some functional integration, evidence of similar skills and functions can lead to a conclusion that disputed employees must be in the same unit, in spite of lack of common supervision or evidence of interchange).

Each job classification at issue in the instant case performs distinct job duties as part of the Employer’s highly specialized production process. Significantly, only employees in the petitioned-for unit weld metal as part of their primary job functions. While some other classifications, such as wax assemblers, pattern finishers, and millwrights, may perform some welding work, the record is clear that these duties are distinct from those of employees in the petitioned-for unit. Even assuming *arguendo* that the job duties of the classifications who perform some welding work were sufficiently similar to weigh in favor of finding an overwhelming community of interest for those classifications, the Employer nevertheless failed to meet its burden with regard to the vast majority of employees it seeks to include in the unit.

Accordingly, I find that job duties weigh against a finding of overwhelming community of interest between the rework welders and rework specialists and the remaining classifications the Employer seeks to include.

e. Contact

The employees the Employer would add do not have frequent contact with the employees in the petitioned-for unit. The record establishes that on a day-to-day basis, rework welders and rework specialists have limited interactions with other employees. If they do, it is generally of limited duration and only with rework grinders or inspectors, who work before and after them in the production process.

To the extent that the Employer contends employees in the petitioned-for unit regularly interact with employees in its proposed wall-to-wall unit in the cafeteria, break areas, trainings, stand up meetings, coffee talks, picnics, and awards banquets, the record does not support this conclusion. Instead, the record testimony reveals that communication amongst employees in these circumstances is limited at best, and essentially nonexistent at worst. Regardless, the Board has found that such limited contact is insufficient. *See Macy's, Inc.*, 361 NLRB No. 4, slip op. at 10 (15-minute rallies at the beginning of each day did not establish significant contact amongst employees).

Accordingly, I find that contact between the rework welders and rework specialists and the remaining classifications sought by the Employer weighs against finding an overwhelming community of interest.

f. Interchange

The employees the Employer would add do not have significant interchange with the employees in the petitioned-for unit.

With regard to temporary transfer, it is uncontested that employees outside the petitioned-for unit do not perform rework welder or rework specialist work on a temporary basis. It is true, as the Employer contends, that employees in the petitioned-for unit at times perform work of employees in the unit sought by the Employer in order to avoid being sent home early due to lack of work. Yet despite the fact that the Employer employs over 100 employees in the petitioned-for unit on multiple shifts, the Employer cites to only one specific instance of temporary transfer in support of its argument, which was a circumstance in which the employee had prior training in the non-welding task and for which the record contains little detail. The other record evidence regarding temporary transfer, some of which dates back to more than 20 years ago, shows limited occasions on which rework welders and rework specialists performed tasks for which they were already trained. While the record contains some general testimony from an Employer witness regarding performance on less skill non-welding tasks, such as taping and patch and plug work, the lack of detail regarding frequency of this work inhibits finding that meaningful temporary interchange occurs. Even assuming *arguendo* these instances of temporary transfer established interchange with the job classifications for which petitioned-for employees have

performed work, this nevertheless fails to establish temporary interchange for the entire unit sought by the Employer.

I similarly find that the record does not show significant permanent interchange between rework welders and rework specialists and the remainder of the unit sought by the Employer. The record establishes that around 55 rework welders and rework specialists previously held positions in the unit sought by the Employer. However, only eight of those employees have permanently transferred into the petitioned-for unit since 2010, making the percentage of recent transfer much lower. Moreover, as it is unclear from the record when these 55 employees held these other positions, the evidence of permanent transfer into the petitioned-for unit is stale. Even assuming *arguendo* that the evidence regarding these 55 employees was persuasive, the evidence only applies to a limited number of positions in the unit sought by the Employer, and would fail to establish permanent transfer with the 2,500 employee unit sought by the Employer as a whole. *See Terex*, 360 NLRB at 1256 (evidence of five permanent transfers in a unit of 59 employees insufficient to establish that other employees must be in the unit, as permanent transfers are given less weight by the Board); *Macy's, Inc.*, 361 NLRB No. 4, slip op. at 10 (nine permanent transfers out of 41 employees over two year period between petitioned-for and non-petitioned-for employees does not establish significant interchange).

The Employer also failed to establish permanent transfer out of the petitioned-for unit, as the record establishes one rework welder bid into a visual dimensional position in 2016 to avoid layoff, and two rework welders moved into maintenance positions more than 10 years ago. Given the size both of the petitioned-for unit and the unit sought by the Employer, three instances of permanent transfer in the record as a whole fails to establish permanent interchange.

With regard to the rework specialist/crucible repair employee, there is no evidence of either temporary or permanent interchange.

Accordingly; I conclude that employee interchange weighs against finding an overwhelming community of interest between the rework welders and rework specialists and the unit of employees sought by the Employer.

g. Functional Integration

The Board analyzes functional integration as part of the overwhelming community of interest analysis, but will examine whether individual classifications work together as part of an employer's integrated production process. *See Terex* 360 NLRB at 1257 (citing *DTG Operations*) ("more important than functional integration is the existence of common supervision, common skills and job functions, and common classifications and/or departments"); *Macy's, Inc.* 361 NLRB No. 4, slip op. at 10 ("even if the petitioned-for employees are functionally integrated with the other selling employees, the petitioned-for employees have a separate role in the process, as they sell products no other employees sell, and they have limited interaction and interchange with other selling employees"); *Guide Dogs for the Blind, Inc.*, 359 NLRB 1412 (2013) (In declining to find an overwhelming community of interest, the Board highlighted that "each classification has a separate role in the process" and "only limited interaction and interchange with other classifications").

The production employees at issue in the instant proceeding each play a highly specialized role in the Employer's complex metal casting manufacturing process. In line with the Employer's contentions, the record establishes that rework welders and rework specialists would not be able to perform their duties without the work of all of the job classifications that come before them in the manufacturing process. Despite this, as discussed above, the record fails to show that employees at issue work together, have frequent contact with one another, or perform similar functions as part of this integrated process.

In support of its argument that the production process is functionally integrated, the Employer cites to *DPI Secuprint*, 362 NLRB No. 172 (2015). However, in that case, the Board found that while the petitioned-for employees shared some community of interest factors, such as common supervision and functional integration, with employees in the unit sought by the employer, these factors did not establish an overwhelming community of interest where other factors demonstrate that the petitioned-for employees did not share an overwhelming community of interest with the others at issue. *Id.*, Slip Op. at 6. As I agree with the Employer that functional integration weighs in favor of meeting its burden, like in *DPE Secuprint*, I do not find this case to be dispositive in the instant matter.

Functional integration is somewhat established in the instant case. Although functional integration exists, it has less weight with regard to a finding of overwhelming community of interest because of the lack of resulting contact between employees.

h. Terms and Conditions of Employment

The fact that employees share common wage ranges and benefits or are subject to common work rules does not warrant a conclusion that a community of interest exists where employees are separately supervised, do not interchange and/or work in a physically separate area. *See DTG Operations, Inc.*, 357 NLRB 2122, 2128 (2011) ("similarity of wage rates alone is not determinative"); *Bradley Steel, Inc.*, 342 NLRB 215 (2004); *Overnite Trans. Co.*, 322 NLRB 347 (1996). Similarly, sharing a common personnel system for hiring and training, as well as the same package of benefits, does not warrant a conclusion that a community of interest exists where two classifications of employees have little else in common. *American Security Corp.*, 221 NLRB 1145 (1996).

First, work rules and policies, including the handbook, attendance policy, leave policies, and performance review protocol, apply to all employees in the Portland operation, thus weighing in favor of finding an overwhelming community of interest.

Second, regarding wages and benefits, the lack of specific record evidence of wages renders difficult a meaningful comparison of wages between the petitioned-for unit and all employees in the unit sought by the Employer. Nevertheless, the record establishes that at least some rework welders and rework specialists earn approximately \$30 to \$31 per hour, which is more than twice as much as the lowest earning employee in grade 5, step 1, and around \$8 per hour less than the highest earning employee in grade 20, step 6. Given both this variance and the fact that the Employer failed to present evidence regarding wages that in its possession, I find that hourly wages weigh against a finding of overwhelming community of interest. However,

annual wages, quarterly bonuses, and benefits are almost identical for all employees at issue, and thus weigh in favor of finding an overwhelming community of interest.

Third, hours weigh in favor of finding an overwhelming community of interest, as all employees at issue work on shifts as part of the Employer's 24-hour per day, seven day per week production process.

Fourth, the record establishes that rework welders and rework specialists use largely distinct equipment to perform their job duties from employees in the unit sought by the Employer. Rework welders and rework specialist utilize tig torches and other highly specialized equipment. While some other positions, such as rework grinders or visual dimensional specialists, may use some of the same equipment, this is insufficient to establish that the entire unit sought by the Employer utilizes the same or similar tools as rework welders and rework specialists. Equipment thus weighs against a finding of overwhelming community of interest.

Fifth, employees at issue generally wear the same attire and similar personal protective equipment, with limited additional protective equipment for some employees. This weighs in favor of finding an overwhelming community of interest.

Accordingly, I find that terms and conditions of employment weigh both in favor and against finding an overwhelming community of interest between rework welders and rework specialists and the unit of employees sought by the Employer, and therefore I consider it to be neutral. Accordingly, I find that this factor is not determinative given the differences between the two groups outlined above.

i. History of Collective Bargaining

In determining the appropriateness of a bargaining unit, prior bargaining history is given substantial weight. *ADT Security Services Inc.*, 355 NLRB 1388 (2010). However, the Board does not consider itself bound by a collective-bargaining history resulting from prior unit stipulations by the parties, rather than one determined by the Board. *Fraser Engineering Co., Inc.*, 359 NLRB 681, 681 (2013); *Laboratory Corp. of America Holdings*, 341 NLRB 1079 (2004).

In the instant case, there is no history of collective bargaining between the Employer and a union recognized as the collective-bargaining representative of the employees at issue in the instant case. Although Petitioner has previously sought an election including different employees from the Portland operation, this is not, as the Employer contends, controlling since the agreed-to unit for the election was determined by the parties, not by the Board. Moreover, to the extent that the Employer argues that labor peace and stability is compromised with approval of the petitioned-for unit, the potential problems cited by the Employer are either hypothetical or appropriately addressed through the collective-bargaining process should Petitioner be selected as the employees' collective-bargaining representative.

j. Summary of Findings

In conclusion, I find that the Employer failed to meet its burden of establishing that the employees it seeks to include in the unit share an overwhelming community of interest with the rework welders and rework specialists Petitioner wishes to represent. Functional integration weighs in favor. However, departmental organization and supervision do not weigh in favor of finding that the Employer met its burden with respect to the production and maintenance employees as a whole. One factor, terms and conditions of employment, weighs both in favor and against a finding of overwhelming community of interest, and thus I find this factor to be neutral with regard to the Employer meeting its burden. Finally, weighing against the Employer meeting its burden, are the factors of qualifications and training, job duties, contact, and interchange.

This conclusion does not mean that a production and maintenance wide unit is inappropriate for the purposes of collective bargaining. Rather, I merely find that given the smaller unit sought by Petitioner and the applicable standard under *Specialty Healthcare*, the Employer has not met its burden of establishing that the employees it seeks to include share an overwhelming community of interest with rework welders and rework specialists. In its brief, the Employer cites to *North American Aviation*, 162 NLRB 1267 (1967), for the proposition that a unit of welders could not be severed from other production and maintenance workers, as welders did not possess a strong separate identity and were subsumed into a more-encompassing community of interest with other employees. In *North American Aviation*, the Board reviewed a regional director's direction of a craft-severance election for 68 welders, where the Board had previously certified another union as the collective-bargaining representative of production and maintenance unit (including welders), and the petitioning union had been aware of that union's RC petition that led to the certification but did not intervene at the time. The Board dismissed the petition and found that petitioned-for welders, in the specific circumstances of the case, did not constitute a unit appropriate for a craft-severance election. *Id.* at 1267. Here, the instant case is distinguishable as the petition does not present a question of craft severance policy, but rather one of *Specialty Healthcare*. Similarly, I recognize that "the Board has not found a craft unit of welders to be appropriate since 1955 except in the aerospace industry." *CNH America LLC*, 2014 WL 203086 (citing *North American Aviation, Inc.*, 162 NLRB 1267, 1270 (1967)). Yet as discussed above, under current case law, rework welders and rework specialists meet the standard for an appropriate unit in that the employees are a readily identifiable group and share a community of interest.

To the extent that Petitioner suggests in its brief that other possible units, such as all rework or back end employees, are appropriate for the purposes of collective bargaining, the state of the record evidence does not allow me to make such a finding at this time.

IV. CONCLUSION

In determining that rework welders and rework specialists are an appropriate unit for the purposes of collective bargaining, I have carefully considered the record evidence and weighed the various factors that bear on the determination of what constitutes an appropriate unit.

Therefore, based upon the entire record in this matter and in accordance with the discussion above, I find and conclude as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁵

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time rework welders and rework specialists⁶ employed by the Employer at its facilities in Portland, Clackamas, and Milwaukie, Oregon.

Excluded: All other employees, and guards and supervisors as defined by the Act.

There are approximately 102 employees in the unit found appropriate herein.

III. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by International Association of Machinists & Aerospace Workers, AFL-CIO, District Lodge W24.

A. Election Details

A notice of election will issue subsequent to this decision.

I will set forth the date, time, and place for the election after the opportunity for consultation with the parties concerning election details. *See Casehandling Manual, Part Two,*

⁵ The Employer is an Oregon corporation engaged in the manufacture of complex metal components and products. During the course and conduct of its business operations, the Employer annually derives revenues in excess of \$500,000, and sold goods valued in excess of \$50,000 directly to points located outside the State of Oregon.

⁶ As noted above, the rework specialist/crucible repair employee may vote subject to challenge.

Representation Proceedings, Section 11273.2. Specifically, the parties may submit to me position statements with regard to the date, time, and place for the election in the unit set forth above.

While the parties suggested at hearing that foreign language notices of election and/or ballots may be required for the instant case, they did not provide sufficient information for me to determine whether such efforts are necessary for the unit found appropriate herein. *See Casehandling Manual, Part Two, Representation Proceedings*, Section 11315. Accordingly, the parties may include in their position statements the appropriateness of foreign language notices and ballots pursuant to the Board's Casehandling Manual, Section 11315.

Any such position statements must be received by me and served on the other parties by no later than **Thursday, August 31, 2017**. After that date and after review of any timely position statements, I will issue an order setting forth the date, time, and place for the election, and the appropriate of foreign language translations.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending immediately prior to the issuance of this decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(1) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Wednesday, August 30, 2017**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

IV. RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not

precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: 28th of August, 2017



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
Jackson Federal Building
915 Second Avenue, Room 2948
Seattle, WA 98174

EXHIBIT C

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

PCC STRUCTURALS, INC.

Employer,

And

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT LODGE W24

Petitioner.

CASE NO. 19-RC-202188

**PCC STRUCTURALS, INC.'S
REQUEST FOR REVIEW OF THE REGIONAL DIRECTOR'S
DECISION AND DIRECTION OF ELECTION;
SPECIAL REQUEST TO STAY ELECTION PENDING BOARD'S DECISION**

Rick Grimaldi
Lori Armstrong Halber
FISHER & PHILLIPS LLP
150 N. Radnor Chester Rd., C300
Radnor, PA 19087
(610) 230-2150
rgrimaldi@fisherphillips.com
lhalber@fisherphillips.com

Todd Lyon
Danielle Garcia
FISHER & PHILLIPS LLP
111 SW Fifth Ave, Ste. 4040
Portland, OR 97204
(503) 242-4262
tlyon@fisherphillips.com
dgarcia@fisherphillips.com

Attorneys for
PCC STRUCTURALS, INC.

September 18, 2017

Pursuant to Section 102.67 of the Board’s Rules and Regulations, PCC Structural, Inc. (“Employer”) requests that the Board review and set aside the Regional Director’s Decision and Direction of Election, and stay any election proceedings pending the outcome of the Board’s review.

I. INTRODUCTION & FACTUAL BACKGROUND

The International Association of Machinists and Aerospace Workers, AFL-CIO (“Petitioner” or “Union”) petitioned to represent all regular full time and regular part time rework welders, including specialists, at the Employer’s various sites in the Portland, Oregon area.¹ The Union’s proposed unit is not appropriate because *Specialty Healthcare and Rehabilitation Center of Mobile* (357 NLRB No. 83 (2011)) improperly provides for the creation of units that would otherwise be rejected and should be reversed; and, regardless, the facts in this case do not satisfy the standards created by *Specialty Healthcare* insofar as the welders do not constitute a readily identifiable group that share a community-of-interest among themselves. Rather, they share an overwhelming community of interest with the Employer’s other production and maintenance workers such that the appropriate unit is a wall-to-wall unit that includes all of the approximately 2,450 production and maintenance workers (“Production Workers”) employed by PCC Structural in the Portland Operation.

After holding a hearing on July 20, 21, and 28, 2017, the Regional Director, applying *Specialty Healthcare*, found that the petitioned-for unit is a readily identifiable group with a sufficient community of interest, and that the remaining Production Workers do not share an

¹ This petition stands in stark contrast to the one this Union filed in 2013 (post *Specialty Healthcare*) asking for a wall-to-wall unit of all Production and Maintenance Workers of the Employer. The Union’s position with respect to the proposed bargaining unit in this petition does not square with Union Representative Bill Anderson’s comments in the *Oregonian*, on August 2, 2017, describing the Union’s organizing effort as “a trojan horse effect of getting our foot in the door ... organizing a small group could clear the way for a broader union effort down the road.”

overwhelming community of interest with the petitioned-for unit. The Regional Director erred. More importantly, *Specialty Healthcare*'s analysis must be abandoned because it results in the Board's abdication of its statutory obligations to determine the appropriate unit, improperly places controlling weight on the union's extent of organizing and disregards the rights of employees under the Act. Moreover, as this case illustrates, *Specialty Healthcare* results in the proliferation of fractured bargaining units, in contravention of longstanding Board policy and law.

Specialty Healthcare should be overturned, and, to the extent it is upheld, the Regional Director clearly erred in determining that the welders are an appropriate unit and that the Employer's proposed unit does not share an overwhelming community of interest with the employees in the petitioned-for unit. Due to the nature and complexity of the issues before the Board and the potential impact on up to approximately 2,450 workers who may be denied their Section 7 rights if the election proceeds as currently scheduled, the Board should stay the election until it completes its review of the Regional Director's decision, as further set forth in Section III below.

A. STATEMENT OF FACTS

1. The Organization

PCC Structural manufactures steel superalloy and titanium investment castings for use in jet aircraft engines, airframes, industrial gas turbine ("IGT") engines, military armaments, medical prosthesis, and many other industrial markets. PCC Structural utilizes the same highly integrated casting process at each of three profit and loss ("P&L") centers identified by site in the petition that comprise the Portland Operation (the "Portland Operation").

2. Portland Operation Integrated Production Process

The Portland Operation production process is highly complex and fully integrated. As a result, Production Workers must work together across functional lines within their respective departments as well as with Production Workers in other departments to ensure that a quality casting product (“casting”) with minimal defects is delivered to the customer (Hearing Transcript hereinafter, “Tr” 25:16-21). PCC’s customers are purchasing castings for use in airplanes, medical devices, and gas turbine engines; there is an extremely low tolerance for defects in the work, as a defect in the casting could result in one of these critical pieces of equipment or devices failing, creating a life-or-death situation (Tr. 38:17-20).

The Portland Operation’s highly integrated casting cycle consists of the following phases: wax, investing, foundry, cleaning, inspection, grinding, welding, CMM (coordinate measuring machine), targeting, marking and shipping. The process begins with the production of a wax mold. The mold is typically produced by wax welding smaller wax molds into a larger mold that is an exact replica of the casting that will ultimately ship to the customer. This wax welding assembly process is performed by wax assemblers (Tr. 85:18-86:8). A ceramic shell is created around the mold, the wax is melted out of the shell, and then molten metal is poured into the shell. The shell is removed, leaving a metal casting ready for inspection and repair before being sent to the customer. The casting is inspected, grinded, and welded in a repeating cycle until all defects are repaired to the customer specifications (Tr. 36:8-38:20).

This latter part of the manufacturing cycle it is not a distinct standalone process and it does not exist without the rest of the cycle. Without a casting, there is nothing to weld and without post weld operations, the casting cannot ship to customers (Tr. 212: 1-213:11). The cycle that

produces a casting includes all of the phases (wax, investing, foundry, cleaning, inspection, grinding, welding, CMM, targeting, marking and shipping).

The Portland Operation has multi-year contracts with customers that require the on-going production of up to 200 of the exact same castings each month. Therefore, communication throughout the cycle about casting defects is essential to improve manufacturing techniques earlier in the cycle in order to avoid producing the same defects again and again in subsequent castings (Tr. 40:7-41:23). No Production Workers – in any other phase of the cycle – perform independent functions. Rather, all Production Workers are part of the continuous improvement cycle designed to produce highly complex castings that meet precise customer specifications (Tr. 38:25-39:22).

This continuous improvement cycle requires workers to constantly loop back to an earlier phase in the cycle with all of the Production Workers repeatedly working together to resolve a particular defect (Tr. 38:25-39:22). As described above, it is not linear and all Production Workers, including welders, work with other Production Workers in all phases of the manufacturing cycle to correct recurring defects (Tr. 40:7-41:13). Because the operation depends on continuous improvement to efficiently remove defects, the best practice is for engineers, who are woven throughout , to be involved in all of the operations in order to successfully meet customer requirements (Tr. 239: 14-15). Everything is subject to review by engineers who often assist at every point in the cycle, working from wax assembly all the way through. (Tr. 116:11-14).

As a result, engineers work throughout the cycle with all Production Workers. “The goal of the team is to get all of the relevant information that affects all of the operators...to improve the process for everyone” (Tr. 289:20-25). Engineers are expected to work heavily with people across the operation. The engineers’ success depends on getting on the production floor and working with the Production Workers (Tr. 294:4-6). Engineers avoid acting as the “middleman,” but instead

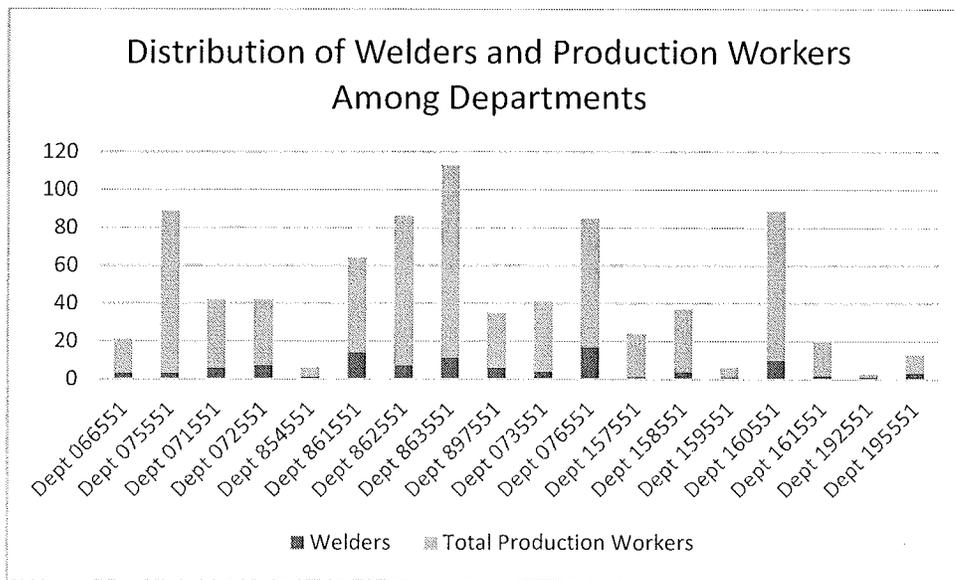
lead the direct conversation among Production Workers throughout the cycle (Tr. 298:16-299: 4). Supervisors will frequently approach an engineer and bring for example, a welder and go together to wax, which is earlier in the cycle, to examine how a cast is assembled in order to improve the process (Tr. 349:1-18). In fact, the best practice is to bring the grinder, welder, inspector, foundry operator, wax operator together to compare “this is what it looks like in metal,” and, “this is what it look like in wax...” “so that there is an ability to coordinate” and solve a problem (Tr. 41: 14-18). Witness Vito Adamo, who supervises welders along with other job titles, described the importance of this cycle: “It’s part of our continuing improvement process. It...heavily relies on us giving feedback to wax and finding out how they do their process” (Tr. 349:9-11).

There is no “product” for any individual Production Worker to work on independently from other Production Workers. In other words, all Production Workers must work together throughout the integrated manufacturing cycle (wax, investing, foundry, cleaning, inspecting, grinding, welding, CMM, targeting, marking, and shipping) to produce, repair, and ship a casting. Further, these various Production Workers and engineers must communicate and share information with one another throughout... to ensure that recurring defects are identified and corrective actions are taken to improve casting quality (Tr. 91:12-20).

3. Organization

The Portland Operation is comprised of three (3) P&L centers: Large Parts Campus (“LPC”), Small Steel Business Operation (“SSBO”), and Deer Creek Annex (“DCA”), located in multiple buildings within a 5 mile radius (Tr. 32:19-33:7; 61:16-20). The casting process is the same throughout the entire Portland Operation regardless of the P&L center (Tr. 36:13-14) and the fundamental casting process has remained unchanged for the last ten years (Tr. 252:23-253:6; 308:14-18).

Each P&L center reports to a General Manager who oversees production within that center. Within each center, production superintendents oversee multiple production supervisors, who oversee multiple departments with various Production Workers working in each department (Tr. 52:3-19). There is no separate “Welding” department. Rather, welders are distributed among 16 different departments, with 21 supervisors, in 8 different buildings (Hearing Exhibit 39). It is undisputed that welders are combined with up to approximately fifteen (15) other job titles in any particular department (Tr. 43:7-17). For example, Vito Adamo, who holds the position of Day Production Supervisor II, supervises approximately 59 Production Workers, which include eight (8) job titles in addition to welders (Tr. 56:20-57:6). The seven (7) welders who testified at Hearing confirmed that they are in departments along with other job titles and are not in a standalone welding department. (Tr. 467:17-468:15; 494:10-20; 518:5-11; 549:22-550:7; 589:10-16).² Not a single document in the record references a “Welding Department.”



² One of the welders, Robert Markham, testified on direct examination that he believed there was welding department; however, there is not a single document in the record that refers to a standalone welding department. In fact the job descriptions in the record refer to the departments only by various numbers. It bears repeating and as stated above, that none of those numbered departments relate only to welding. Markham admitted on cross examination that he is not aware of any official welding department (Tr. 494:5-13).

Human resources and other support systems are provided either at the Portland Operation level or P&L center level, but not according to any recognized separation between job titles or departmental lines. All three P&L centers regularly interact with each other. For example, best practices at one P&L center routinely will be transferred over to another P&L center to promote continuous improvement, and castings routinely will be transferred as well to meet customer demand (Tr. 60:14- 61:10). Production Workers also routinely move from one P&L center to another either through a job bid in a permanent transfer or on a temporary basis (Tr. 62:8-13).

4. Skills and Training

All Production Workers receive identical safety training and orientation for the Portland Operation (Tr. 174:24-175:2). Additionally, Portland Operation Production Workers, regardless of job title, are subject to a training program outlined in a Step Progression Record (Tr. 144:1-16). In order to move from one pay step to the next, they must have a specified number of hours on the job, complete required classroom training, pass qualification tests necessary to meet their job descriptions, and meet general safety, attendance and job performance standards.

Several job titles, including visual dimensional inspector, fluorescent penetrant inspector, radiological evaluator, welders, dispatchers and forklift drivers, also require certification (Tr. 134:3-5; Tr. 314:20-315:6; 316:6-9; 347:25-348:1). The certification for welders is not onerous. Training is provided on the job (Hearing Exhibit. E-13). Once a Production Worker bids into a welding position, the first step in the training process is to complete a 3-week class called the Preparatory Rework Welder Program. The intent of the class is to prepare production employees to pass the tests required to become certified. There is no requirement by PCC that a welder obtain outside training or certification prior to entering the Preparatory Rework Welder Program (Tr. Tr.

257:1-5; 312:13-313:3). As Witness Don Stevenson (Welding Training Coordinator) testified “my responsibility is to train welders from brand new welders off the street to welders that have been trained for multiple years and also to train other operators that have never welded but bid in, have a successful job bid into the welding program. So I’ll take them through their class and then we’ll certify them and then progress them as a welder” (Tr. 312: 14-19).

5. Job Functions

A welder’s job function is to help repair defects in the casting in coordination with other Production Workers (Tr. 40:12-41:13). Welders in conjunction with grinders, help repair defects in castings identified by inspectors, and that were created earlier in the manufacturing cycle (Tr. 135:2-16). Welders and grinders use some of the same tools, including, for example grinding tools (Tr. 508:20-25). Welders also perform functions that overlap with other Production Workers; for example, while not certified radiographers, welders read x-ray film to review the welds they put in castings (Tr. 495:12-19). Likewise, welders are not the only Production Workers who weld: electrode fabricators, millwrights, wax assemblers and pattern finishers all weld as part of their job duties. (Tr. 109: 16-22).

6. Functional Integration

There is no stand-alone welding process. The welder is not soldering one piece of metal to another so that a product can move to the next step in an assembly process. Rather, for the Portland Operation, the entire casting cycle is composed of overlapping functions. The welders who testified admitted that without a casting made by wax and casting operators, they would be unable to perform their jobs (Tr. 466: 16- 467:7; 495:20-496:5; 529:19-530:22; 588:4-6).

As described above, the production cycle is highly integrated. Operations throughout the cycle have a direct impact on the number of defects in a casting. The manufacture of a casting,

therefore, involves extensive coordination among Production Workers and engineers to identify the cause of the defects and make process improvements. Where there are recurring issues, Production Workers notify a supervisor or engineer. For more significant issues, engineers at the Portland Operation lead teams (e.g., “Tiger, development, and/or SWAT Teams”) of Production Workers with a variety of job titles (including, for example, wax assembler, foundry person, radiological evaluator, visual dimensional inspector, grinder, **welder**, etc.) (emphasis supplied) who work together to develop and implement changes in the manufacturing cycle to minimize those defects (Tr. 295:24-296:3; 304:1-5). In order to be successful, members of these teams must interact and work with various production positions, such as wax area employees to improve overall manufacturing (Tr. 297:15-24). Witness Steve Hampton, Titanium Process Control Manager, testified that there are over 30 Tiger Teams (Tr: 302:14-15).³

7. Contact and Interchange

In addition to the functional integration discussed above, welders routinely interact with other Production Workers and are not segregated by job title. For example, all Production Workers utilize shared lunch/cafeteria rooms (Tr.138: 23-24). Welder Ben Andersen testified that “we mingle in the cafeteria” (Tr. 463:3-4). Production Workers also share other break and smoking areas (Tr. 138:25-139:1). The Production Workers all wear the same badges with bar codes for purposes of clocking in and out of work and on and off specific operation in the production management system (called Visibility) utilized throughout the Portland Operations by all job titles (Tr. 140:16-141:12).

³ Despite welders being members of Tiger Teams, several of the welders testified that they had never heard of Tiger Teams but Welder Brett Clevidence testified on direct examination that he was aware of Tiger Teams and that he in fact attended a Tiger Team meeting within the last 3 years to fix a couple of problems. (Tr. 579:12-21).

All Production Workers in the Portland Operation must complete general training that includes safety, orientation, and other specific topics (*e.g.*, harassment prevention) (Tr. 174:24-175:2). This training is delivered to groups of 30-40 Production Workers at a time irrespective of job title and in a single training room (Tr. 141:19-142:11).

Production Workers have regular “stand up” meetings with their supervisors (Tr. 139:2-3). As set forth above, there is not a single supervisor for welders, and any given supervisor will manage multiple different job titles. The Production Workers also attend quarterly “coffee talks” held by the General Manager, whereat information is presented regarding business conditions and all Production Workers from all phases of the process/cycle attend regardless of job title (Tr. 139:6-15).

The Portland Operation holds annual events such as picnics. All Production Workers are invited with their families to attend the Portland Operation annual summer picnic (Tr. 274:7-12). Based on their years of service, Production Workers are invited with their families to the annual Service Awards Banquet in recognition of their commitment to the company (274:12-22). Conversely, there are no company-sponsored events organized by job title for welders or otherwise (Tr. 274-275).

There is also significant contact and interchange by and among Production Workers with regard to the manufacturing cycle itself. For example, before a Production Worker is released from a shift due to lack of work in his home department, his supervisor contacts other departments where that Production Worker could be utilized temporarily (Tr. 62:9-63:17). Welder Brett Clevidence testified that he, because of his training, has been asked to perform non-welding work because of lack of welding work (Tr. 580:20-24), and that he knew of other welders who had similar experiences (Tr. 582:20-21). Although rework welder Charles Corp testified that if there was not

enough work for him to do in welding he would be sent home; importantly, Mr. Corp has not trained or worked in other areas so that he could perform other work(Tr. 569:9-12).

8. Terms and Conditions of Employment

Production Workers at the Portland Operation share common terms and conditions of employment. Welders are subject to the same benefits, rules and policies as any other job classification. The Portland Operation maintains an extensive employee handbook, which applies to all Production Workers. There are no distinct polices that apply to any one job description, and all employees are expected to comply with the policies contained in the handbook (Tr. 68:14-25).

a. Personnel Records – Seniority, Discipline, Attendance and Leave

A Production Worker’s personnel records, which would include training, discipline, attendance and leave, etc., are maintained as one cumulative file, regardless of which job title, department or P&L center the employee works in or transfers to; in other words, discipline received or leave accrued in one job title or at one P&L remains in the file should the Production Worker bid into a different job title or transfer to another P&L. Likewise, seniority start dates are based on a Production Worker’s date of hire with the Portland Operation (Tr. 68:9-19).

All Production Workers have the same forms to fill out in terms of transferring or changing jobs, as demonstrated by the Employer’s Personnel Change Notice form (Hearing Exhibit E-4). Personnel Change Notices cover a broad range of personnel actions, including promotion, job transfer, leave of absence, voluntary and involuntary terminations, and changes in supervisor or shift, which applies to all Production Workers. Production Workers in the Portland Operation, including welders, are distributed throughout the day, swing and graveyard shifts (Tr. 144:19-145:9).

b. Policy Review Committee

No department or group can establish its own individual policy or policies. To the extent one has a suggestion for a revision to policy, the policy is reviewed by the Portland Operation Policy Review Committee. The purpose of the committee is to provide input and feedback on potential policy changes prior to implementation. Employees across all job classifications throughout the Portland Operation are nominated to serve on the Policy Review Committee. The Committee is comprised of twelve (12) members, eight (8) hourly and four (4) salaried employees coming from each P&L Center, and currently includes one (1) welder (Tr. 272:1-25; Hearing Exhibit E-31).

c. Grievance Process and Grievance Board

All Production Workers are entitled to utilize grievance policy (Tr. 270:4-8). Pursuant to PCC Structural's policy, a production worker may submit a grievance in those instances where attempts to resolve a problem through normal procedures fail. Employees across job classifications are elected from throughout the Portland Operation to serve on a Grievance Board, which is charged with reviewing employee grievances. A Grievance Committee, comprised of employee representatives from the Grievance Board, will form to hear the grievance; such Committee will be comprised of six (6) members, randomly drawn from the elected pool of Grievance Board members. Four welders (from various P&L Centers across the Portland Operation) are currently on the Grievance Board (Tr. 270:15-271:1; Hearing Exhibit E-30).

d. Compensation

All Production Workers in the Portland Operation are paid by the same payroll department. All Production Workers are subject to the same pay grades. Non-exempt employees' pay grades range from 5-20 (Tr. 423:23-25). Salaried non-exempt employees fall into letter pay grades A-H (Tr. 370:23-371:2). Within each pay grade exists six steps. Each increase in a step on average gives

the employee a 6% rate increase (Tr. 424:1-10). From step one of one pay grade to step one of the next pay grade, there is on average of 4.5% increase in pay (Tr. 451:4-8).

The Union petitioned-for welders fall into pay grades 15-18. However, other Production Workers that are not included in the union petitioned-for unit also fall under the same pay grades as welders. For example, CNC machinist, CNC programmer, layout inspector and calibration metrologist (Tr. 426:14 – 18). More specifically, radiologic evaluators share Pay Grade 15 with rework welders, and CNC machinists and Jig & Fixture machinists are within Pay Grade 16 (Hearing Exhibit E-33; E-34).

All Production Workers are offered the same health benefits and the same retirement plan (Tr. 147:3-16). Vacation is accrued for all Portland Operation Production Workers according to the same policies: vacation is accrued based on how long the employee has been with the company (Tr. 147:21-148:1). For example, an employee working as a welder who has been with the company for 15 years accrues vacation at the same rate as any other Production Worker (*e.g.*, wax, investing, foundry, cleaning, inspection, grinding, CMM, targeting, marking, shipping, etc.) who has been with the company for 15 years.

Regardless of job title, annual wage increases are distributed among the Production Workers each January, and all Production Workers receive the same percentage increase based on a market based wage adjustment (Tr. 146:11-24). In addition, all Portland Operation employees, regardless of job title, are eligible to participate in the Company's QCB ("Quarterly Cash Bonus") program. The QCB is based on formula measuring company performance to its financial targets, not on the performance of any individual, job title, classification or department. The same formula is applied across the entire Portland Operation, and the QCB payout is based upon each entire P&L center's performance against goal (Tr. 145:11-24).

e. Job Bids

The Portland Operation has a competitive job bidding process that allows all employees to bid into a new job title, and utilize previous skills to help them be successful in their new role (Tr. 62:11-12; 200:18-22). This is so prevalent that 57 of the 102 current welders in the Union’s petitioned-for unit worked in the Portland Operation in different Production Worker positions before taking their current job as rework welders or rework specialists (Hearing Exhibit E-40), (Tr. 450:5-11). Furthermore, Donald Stevenson – a 31-year veteran employee who worked in positions such as weld mapping, grinding, and inspecting – testified that he was aware of multiple welders bidding out of their position to take jobs in maintenance positions (Tr. 333:1-17).

f. Performance Appraisals

All Production Workers are given standardized performance appraisals, which are measured on the same metrics. All Production Workers, including welders, are measured on categories including efficiency, quality, safety and behavior. (Hearing Exhibit E-41; Tr. 69:19-23). Notably, the welders testified and acknowledged that their performance requirements included “building a positive team environment,” “equal sharing in overtime needs,” “willingness to support production demand of other teams,” and “cross training to help with bottleneck areas” (Tr. 497:6-13; 501:13-25).

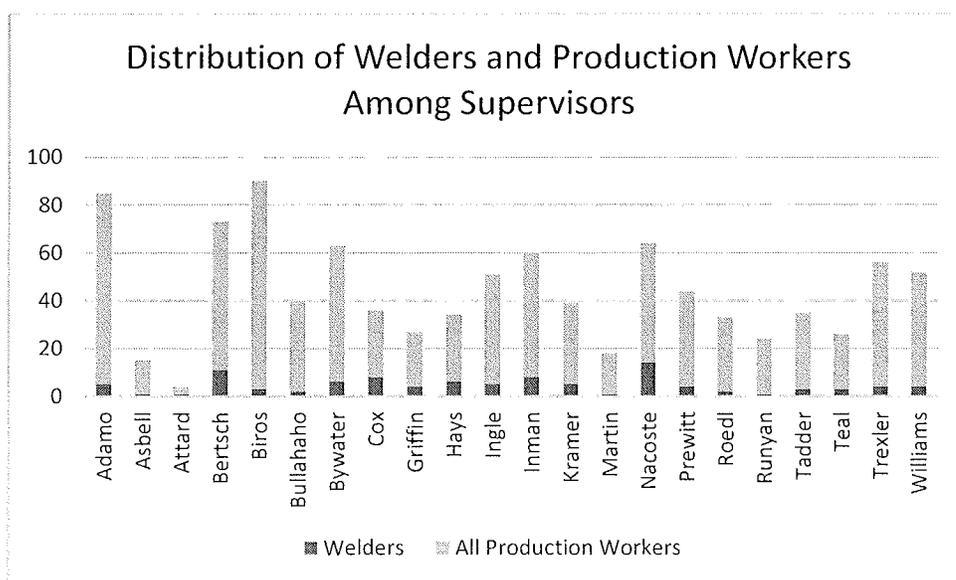
g. Uniforms and Personal Protective Equipment (PPE)

While there is no set uniform for Production Workers, all Production Workers must wear steel toed shoes, hearing protection, and safety glasses (Tr. 139:19-21). All Production Workers must adhere to the same basic dress code, and are provided the same aprons or smock to wear while working. There are no separate smocks or aprons for any specific job title (Tr. 140:3-14). Several job titles, including welders, must take and pass an annual vision/eye examination (Tr. 347:

9-18). To the extent welders wear protective eye covering (e.g. welding helmet) during the welding process, so too do millwrights and electrode fabricators when they utilize similar equipment (Tr. 92:13-15). Like welders, gate removal operators use a torch. In this case the torch is to cut and remove metal from parts; therefore, they wear a powered air purifying face shield, aluminized coat, Kevlar gloves, and metatarsal guards and aluminized shoe covers over their steel-toed shoes (Hearing Exhibit E-10). Operators in the Foundry also wear similar protective equipment including a flash shield, aluminized jacket, and metatarsal guards over their steel toed shoes (Hearing Exhibit E-33).

h. Common Supervision

As discussed extensively above, it is undisputed that no one job title reports to one specific supervisor. Welders do not report to a single “welding” supervisor (Hearing Exhibit E-39). The welders do not have a separate department, rather they are in departments that include multiple separate job titles that report to a supervisor and all together they contribute to the production cycle (Tr. 43:7-17) (welders are combined with up to approximately fifteen (15) other job titles in any particular department).



Furthermore, there are numbers of engineers that work with all of the job titles across the entire process in an effort to ensure that every phase of the cycle is done the same (Tr. 291:8-10). For example, wax process control engineers, investing process control engineers, FPI and x-ray engineers, grinding engineers, welding engineers, all report to a process control manager (Tr. 291:3-19). As set forth in detail above, the responsibility of those engineers is to work throughout the cycle, with all operators, to improve the overall casting process (Tr. 291:22-292:210). LEAN Leaders are also tasked with interacting with all production workers, including welders, to gather relevant information that affects all the operators and improve the process for everyone. The process is so integrated, “you can’t change something in any one process without affecting what other people have to do” (Tr. 289: 20-25).

II. ISSUES FOR REVIEW

Section 102.67(d) of the Board’s Rules and Regulations provides that the “Board will grant a request for review only where compelling reasons exist therefor.” 29 CFR § 102.67(d). The Regulations go on to state that a request for review may be granted on one or more of the following grounds:

- 1) That a substantial question of law or policy is raised because of (i) the absence of or (ii) a departure from, officially reported Board precedent.
- 2) That the regional director’s decision on a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party.
- 3) That the conduct of any hearing or ruling made in connection with the proceeding has resulted in prejudicial error.
- 4) That there are compelling reasons for reconsideration of an important Board rule or policy.

The Board should grant review here because compelling reasons exist for this Board to reconsider the rule and policy set out in *Specialty Healthcare*. This petition presents the Board the opportunity to revisit and correct the undue prejudice and harm caused to employers and employees alike because of the flawed analysis contained in *Specialty Healthcare*. Specifically, in this case, the Regional Director's application of *Specialty Healthcare* resulted in the factual finding that the petitioned-for unit has meaningfully distinct interests in the collective bargaining context that outweigh the similarities with the unit proposed by the Employer, despite the highly integrated nature of the Employer's operations, including between and among all Production Workers and despite that allowing such a fractured unit will result in the detrimental impact on labor relations contrary to the Act's purpose. This case illustrates the problems created by the analytical framework in *Specialty Healthcare* and why those standards should be abandoned and replaced by those in effect for at least 65 years prior to *Specialty Healthcare*.

Regardless, in applying *Specialty Healthcare*, the Regional Director's finding that the proposed wall-to-wall unit of Production Workers do not share an overwhelming community of interest is erroneous and prejudicially impacts the rights of the Employer and all other employees.

The following issues should be considered by the Board:

1. Whether the analytical framework used by the Regional Director found in *Specialty Healthcare* should be overturned.
2. Whether the unit directed by the Regional Director is not a readily identifiable unit, therefore making inapplicable the heightened overwhelming community of interest standard.

3. Whether the unit directed by the Regional Director is an inappropriate fractured unit because it is composed of employees who do not share a legally sufficient community of interest apart from other Production Workers.
4. Whether an overwhelming community of interest exists between the petitioned-for unit and the remaining Production Workers of the Portland Operation.

III. THE BOARD SHOULD STAY THE ELECTION PENDING ITS REVIEW OF THE REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

Separate from the appealable issues, the Board's Rules and Regulations provide relief in the form of a stay or expedited consideration of the request upon a clear showing that it is necessary under the particular circumstances of the case. A stay is appropriate here because this particular case calls into question the validity of *Specialty Healthcare* and allowing the election to proceed will deny more than 95% of potential voters the right to participate in the election. It would be inappropriate to allow the election to move forward while the Board considers whether to overturn discordant Board law.

The petitioned-for unit is approximately 102 employees; the Employer's proposed unit includes over 2,500 employees. A stay is necessary to ensure the unit is correct, thereby protecting the interests and rights of thousands of employees who could be wrongly denied the right to vote, as opposed to rushing into an election that is bound for contentious and time consuming litigation. Staying the election will not unduly harm the employees in the petitioned-for unit; they will be provided the opportunity to vote regardless of when the election is held.

In the alternative, the Employer requests that if an election is allowed to proceed, the ballots should be impounded pending a final resolution of the issues on review. See, e.g., *Bergdorf*

Goodman, 361 NLRB No. 11 (2014) (impounding ballots pending the Board’s decision after granting review of decision and direction of election).

IV. THE BOARD SHOULD OVERTURN *SPECIALTY HEALTHCARE*

A. The Board Should Overturn *Specialty Healthcare* Because Section 9(b) Requires That the Board Determine the Appropriate Unit.

Prior to *Specialty Healthcare*, it was understood that the Board had an affirmative, statutory duty under Section 9(b) to determine the appropriate unit in each case. *See Allen Healthcare Svcs.*, 332 NLRB No. 134 (2000); *American Hospital Assn. v. NLRB*, 499 U.S. 606, 611, 614 (1991). Specifically, Section 9(b) of the National Labor Relations Act states, “The Board shall decide in each case whether, in order to assure the employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining.” 29 U.S.C. § 159(b) (emphasis supplied).

Since *Specialty Healthcare*, the Board has ceded its statutory obligation to determine the appropriate unit to the petitioner. Under the *Specialty Healthcare* framework, whether there is a readily identifiable group “has become an infinitely malleable standard that shows that anything goes, regardless of whether the ‘group’ tracks any organizational or other lines drawn by the Employer,” effectively removing any responsibility from the Board to make its own decision about the appropriate unit. *DPI Secuprint, Inc.*, 362 NLRB No. 172 (2015) (Johnson dissenting).

This does not constitute the requisite analysis of what is appropriate in each case. As current Chairman Miscimarra’s dissent pointed out in *Macy’s, Inc.*, 361 NLRB No. 4 (2014), *Specialty Healthcare* undercuts the Board’s “responsibility to evaluate each proposed unit on its own merits because it upholds petitioned-for units except in limited circumstances.” Most importantly, *Specialty Healthcare*’s “overwhelming community of interest” standard renders

“irrelevant in all but the most exceptional circumstances” the relationship between the members of the petitioned-for unit and their excluded coworkers.

Under *Specialty Healthcare*, the Board’s statutory obligation to determine the appropriate unit has been reduced to “rubber stamping” any petitioned-for unit that comes across its desk. As the post-*Specialty Healthcare* Board decisions, discussed below, have demonstrated, if a petitioner seeks a unit composed either of all of the employees that share the same job title or classification, or all the employees in the same department or analogous administrative division, such a unit is invariably deemed appropriate and cannot be expanded. This is so even where the expanded unit is an appropriate unit because *Specialty Healthcare*’s “heightened showing” threshold is all but impossible to meet.

In the ordinary case, the proposed job classification unit or departmental unit often meets the first step in the *Specialty Healthcare* inquiry because there is a “readily identifiable group” that shares a “community of interest.” But as to the second step, where the unit sought is a departmental or classification unit, the Board has only once found that any other employees share “an overwhelming community of interest” with the petitioned-for group. Thus, this prong of the *Specialty Healthcare* analysis has proven to be illusory wherever the petitioner seeks to organize all of the employees within a job classification or all of the employees within a department.

Specialty Healthcare’s “overwhelming community of interest” standard thus stands for the new and radical proposition that classification or departmental units are de facto appropriate. It disregards factors such as identical work location, common upper level supervision, the applicability of the same pay system, same personnel policies, same benefits, same work, same qualifications, work related contact, functional integration and employee interchange. While these factors exist to varying degrees in *Specialty Healthcare*’s progeny, when present, a Board majority

has only found *one* instance in which an employer met its burden under the “overwhelming community of interest” standard. Effectively, the bar is so high, that the second inquiry can rarely, if ever, be met. Thus, under the Board’s *Specialty Healthcare* approach, a classification or departmental unit in practice is irrebuttably appropriate.

A review of the Board’s post-*Specialty Healthcare* cases illustrates this problem. Including *Specialty Healthcare*, the Board has issued fully explicated decisions in a handful of cases involving the so-called “micro unit” issue.

As an example, in *Guide Dogs for the Blind*, 359 N.L.R.B. No. 151, the Board found appropriate a unit of approximately 33 employees in an integrated operation of approximately 75 employees all engaged in the breeding, care, training and placement of guide dogs. The proposed unit, confined to the “training department” was found appropriate despite the fact that all employees shared similar benefits, were subject to identical policies, common overall supervision, experienced interdepartmental interchange, and worked in a single integrated operation. Under *Specialty Healthcare*, the employer’s administrative placement of the requested employees in a separate “department” trumped all other considerations.

In *DTG Operations, Inc.*, 357 NLRB No. 175, the Board reversed the Regional Director and found appropriate a unit of 31 rental service agents and lead rental service agents out of a workforce of 109 employees working at a single integrated rental car operation at the Denver airport because they shared the same job classification; notwithstanding that all of the employees were subject to common overall supervision and the same policies, enjoyed a similar wage structure, and had “an extensive amount of interchange between classifications.” *Id.* The single job classification of the requested employees was again dispositive.

Neiman Marcus Group, Inc., 361 NLRB No. 11 (2014), a case where the Board found a requested “micro-unit” inappropriate, is equally instructive. In *Neiman* the Board found that a petitioned-for unit of sales associates who sold shoes in two different departments did not share a community of interest under the traditional analysis because the request was not confined to a single department, and did not encompass all of the employees classified as sales associates. The Board however, did not reach whether the excluded employees shared an overwhelming community of interest with the petitioned-for unit. Further, In *ASV, Inc.*, 360 NLRB No. 138 (2014), the Board cited with approval the decision of an Acting Regional Director finding inappropriate a unit request for a portion of the employer’s assemblers and parts employees who performed “undercarriage” work, determining that the petitioned-for unit did not constitute a readily identifiable group.

Finally, in the sole published decision where the Board found that an employer met its overwhelming community of interest burden, *Odwalla, Inc.*, 357 NLRB No. 132 (2011), the Board ultimately only came to that conclusion because allowing the petitioned-for unit to move forward would constitute a fractured unit. In *Odwalla*, the Board rejected a proposed unit which combined a number of job classifications but excluded the classification of merchandiser, on the ground that the proposed unit did not reflect “classification” or “departmental” lines. Notably, the Board stated that had the Union petitioned for a smaller unit of employees based on a single classification, it could have made it so the Employer would have failed to carry its burden to establish an overwhelming community of interest.

The Board’s post-*Specialty Healthcare* decisions reveal that it has adopted a new standard under which it will find any petitioned-for unit that consists of all employees in a classification or

job title, or all employees in a department, irrebuttably appropriate. Under the *Specialty Healthcare* rubric, as Member Hayes’ dissent in *DTG* correctly noted:

As long as a union does not make the mistake of petitioning for a unit that consists of only a part of a group of employees in a particular classification, [or] department . . . it will be impossible for a party to prove that an overwhelming community of interests exists with excluded employees. Board review of the scope of the unit has now been rendered largely irrelevant.

DTG Operations, Inc., 357 NLRB No. 175, * 11 (2011).

Member Hayes’ observation is correct, and this mechanistic application of such a rule cannot be squared with the obligation of the Board under Section 9(b) to determine the appropriate unit in each case. As current Chairman Miscimarra recognized, “*Specialty Healthcare* transformed the multi-factor balancing test that courts and the Board had traditionally applied into a rigid, two-step formula that places an almost-insuperable burden on an employer challenging the propriety of a petitioned-for unit.” *Macy’s*, 361 NLRB No. 4 (2014) (Miscimarra dissenting). Thus, the Board should take this opportunity to discontinue this analysis that ultimately results in every petitioned-for unit being irrefutably appropriate and abdicates the Board’s responsibilities under Section 9(b) of the Act.

B. The Board Should Abandon *Specialty Healthcare* and Its Progeny because It Overemphasizes the Extent of Organization.

Congress entrusted the Board—*not* the petitioning union—with the power to make unit determinations “in each case.” *Macy’s*, 361 NLRB No. 4, at *29 (2014) (Miscimarra dissenting) (citing 29 U.S.C. § 159(b)). Only the Board may make a determination as to the appropriate bargaining unit and it must do so without placing controlling weight on the extent of organization. *Id.* Congress amended the NLRA to provide that “[i]n determining whether a unit is appropriate...the extent to which the employees have organized shall not be controlling.” 29 U.S.C. § 159(c)(5). And so while the Board may rely on a union’s choice of unit as one factor in

its analysis, the Board may not assign this factor exclusive or controlling weight. *See May Dept. Stores Co. v. NLRB*, 454 F.2d 148, 150 (9th Cir. 1972). It cannot be dispositive.

But now, *Specialty Healthcare* establishes as a rule the exact determination prohibited by the Act. Under *Specialty Healthcare*, the Board “determined” bargaining units are the units requested by the petitioning union on the basis of its extent of organizing. *See, In Re Specialty Healthcare & Rehab. Ctr. of Mobile*, 357 NLRB 934, 951 (2011) (Hayes dissenting) As Member Hayes acknowledged, “By presuming the union-proposed unit proper unless there is ‘an overwhelming community of interest’ with excluded employees, the Board effectively accorded controlling weight to the extent of union organization. This is because ‘the union will propose the unit it has organized.’” *Id.* (quoting *Laidlaw Waste Systems, Inc. v. NLRB*, 934 F.2d 898, 900 (7th Cir.1991)). The Act prohibits the Board from providing controlling weight to the extent of the union’s organizing. However, by allowing *Specialty Healthcare* to stand, the Board continues to place controlling weight on the union’s extent of organization in violation of Section 9(c)(5) of the Act. *Specialty Healthcare* should, therefore, be overturned.

C. *Specialty Healthcare* Results in the Proliferation of Fractured Bargaining Units, Which is Contrary to Board Policy and Law.

The Board will not approve of fractured units; that is, combinations of employees that have no rational basis. *Odwalla, Inc.*, 357 NLRB No. 1608, 1612 (2011). A petitioner cannot fracture a unit, seeking representation in “an arbitrary segment” of what would be an appropriate unit, where “no legitimate basis upon which to exclude” certain employees while at the same time including all the other classifications in the petitioned-for unit. *Odwalla, Inc.*, 357 NLRB 1608, 1612 (2011); *Pratt & Whitney*, 327 NLRB 1213, 1217 (1999).

However, in *Specialty Healthcare*, the Board majority did away with this criteria for determining whether a petitioned-for unit is appropriate for bargaining, and replaced it with an

open-ended standard that ignores the importance of shared interests between petitioned-for employees and their excluded coworkers. *DPI Secuprint, Inc.*, 362 NLRB No. 172 (2015) (Johnson dissenting) (“*Specialty Healthcare* fairly well guarantees the proliferation of fractured units that can only hobble a unionized employer’s ability to manage production and to retain a necessary flexibility to respond to industry change.”).

As Member Johnson correctly observed in *DPI*, after *Specialty Healthcare*, even if all employees, petitioned-for and not, share relevant interests, that will not play into the Board’s consideration except after the burden shifts to the Employer to show an “overwhelming community of interest.” He noted that the application of *Specialty Healthcare* sets “an insurmountable bar . . . seizing upon insignificant distinctions to defeat the Employer’s showing in an arbitrary manner without considering the relevance of the factors relied on in relation to the work force as a whole.” *Id.*

Importantly, multiple units in a functionally integrated workplace, like the one in this case, create artificial barricades, separating employees and departments that can only serve to impede an employer’s ability operate and to effectively manage labor relations. Management becomes driven by these barricades, dividing functionally integrated production workers into separate units instead of allowing employers to operate in an environment of cohesiveness that creates labor peace. Just as was feared by Member Johnson in *DPI*, in a complex organization such as the Employer here, where decision making occurs both at the micro, or departmental level, and on a macro, or organization-wide level, a requirement to conduct labor relations by considering the individual efficiencies and needs of each department with separate bargaining representatives can grind an operation to a halt.

If *Specialty Healthcare* is allowed to stand, the majority of workplaces could be consumed by these fractured units, creating the very inefficiencies and difficulty with labor relations that the Act seeks to avoid. Therefore, *Specialty Healthcare* should be overturned.

D. The *Specialty Healthcare* Standard Violates the Act by Denying Rights of All Employees Guaranteed by the Act.

The Board has long held that part of its mission of insuring employees have the full benefit of their right to self-organization, and to collective bargaining, is to create efficient and stable collective bargaining relationships. See *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 137 (1962). Section 9(b) maintains that unit determinations must “assure to employees the fullest freedom in exercising the rights guaranteed by [the] Act.” 29 USC §159(b).

Section 7 of the Act also dictates that, in addition to protecting the right of employees to engage in protected activities, the Act protects “the right to refrain from any or all of such activities.” 29 USC §157. These important amendments to the Act “emphasized that one of the principal purposes of the [Act] is to give employees full freedom to choose or *not* to choose representatives for collective bargaining.” Thus, the Act requires the Board to consider the full range of employee rights—both to engage in collective bargaining and to refrain from it—when making bargaining unit determinations.

As current Chairman Miscimarra observed in *Macy’s*, the remaining obligation of the Board in its unit determination analysis is to consider whether the rights of non-petitioned-for employees warrant their inclusion in any bargaining unit, so as to protect the Section 7 rights of excluded employees as well. *Macy’s & Local 1445*, 361 NLRB No. 4 (July 22, 2014) (Miscimarra dissenting). As he explained, “[a]ll statutory employees have Section 7 rights, whether or not they are initially included in the petitioned-for unit. And the Act’s two most important core principles governing elections--the concepts of ‘exclusive representation’ and ‘majority rule,’ . . . are

completely dependent on the scope of the unit.” *Id.* However, such inquiry is effectively precluded under *Specialty Healthcare*.

If *Specialty Healthcare*’s divisive unit-determination standard is allowed to stand, the very nature of the bargaining relationship will seek to break apart functionally integrated structures, resulting not only in fractured units as explained above, but also ripping away the rights of similar employees to determine whether to elect a collective bargaining representative. For example, if the parties in this case are unable to reach agreement, a strike by the small group of welding production workers could effectively shut down production for an entire production workforce and put the remaining 2,400 unrepresented hourly employees out of work.

Accordingly, *Specialty Healthcare* should be overturned.

E. *Specialty Healthcare* Violates Due Process and Equal Protection for both Employees and Employers

The Due Process Clause of the Fifth Amendment states no person shall be “deprived of life, liberty, or property without due process of law.” U.S. Const. Amend. V. Further, the Fourteenth Amendment, which applies to the federal government in addition to private institutions, is essentially a direction that all persons similarly situated should be treated alike.” *City of Cleburne v. Cleburne Living Ctr., Inc.*, 473 U.S. 432, 439 (1985). The Employer’s right to dictate its manufacturing processes, coupled with the necessary employees who must come together to produce one product is necessarily intertwined with the liberty and property rights protected by the due process clause. Standards and tests developed by the Board cannot be based on rationales that are “so unreasonable as to be arbitrary and capricious.” *West Coast Media, Inc. v. F.C.C.*, 695 F.2d 617, 620-621 (D.C. Cir. 1982). Due process has been compromised in light of the Board’s duty to support organizing in combination with a community of interest analysis which can be manipulated to allow any one factor, except for the extent of organizing, to take a dominant position. As

explained above, the arbitrary test that has evolved since *Specialty Healthcare* nearly always results in a petition that conforms to an appropriate unit. This virtually irrebuttable determination of an appropriate unit flies in the face of equal protection and the Act's purpose to provide employees the "fullest freedom in exercising the rights guaranteed under the Act." *Bartlett Collins Co.*, 344 NLRB 484 (2001). *See also*, 29 U.S.C. § 157.

Here, the injustice occurs where a carved out union would create competitive animosity among employees and disharmony in labor relations. A schism would be created in an environment where mutual cooperation among employees is necessary; particularly where the failure of the product impacts the safety of the public.

Although the Board has made clear which factors are considered when determining the appropriateness of a bargaining unit, the weight of one factor versus another is not clear, resulting in further erosion of due process and equal protection rights. The court in *Nestle Dreyer's Ice Cream Co. v. NLRB*, No. 14-2222 (4th Cir. April 26, 2016) pointed out that "before the overwhelming community-of-interest test is applied, the Board at the very least must ensure that employees are not excluded on the basis of 'meager differences.'" (citing *NLRB v. Lundy*, 68 F.3d 1577 at 1581 (4th Cir. 1995)). Additionally, the Board may not approve a smaller unit without explaining why the distinct interests of the excluded employees outweighed the similarities with unit members. *See, e.g., Constellation Brands, U.S. Operations, Inc. v. Nat'l Labor Relations Bd.*, 842 F.3d 784 (2d Cir. 2016).

Due to the overwhelming community of interest based on the functional integration of the Production Workers with the petitioned-for unit, approximately 2,450 employees who have the same terms and conditions of employment, the same training requirements, the same procedures for bidding for jobs and receiving promotions as the petitioned-for unit, are functionally integrated,

and many of whom share the same supervisors as the petitioned-for unit, will be unnecessarily excluded despite there being no distinct interests between them and the petitioned for unit of welders. Furthermore, the employer will be left with an environment where mutual cooperation among employees is lost, labor peace destroyed and there is a very real potential for failure of the product which will impact the safety of the public.

This, as a result of the denial of Due Process and Equal Protection, flies in the face of the Constitution as well as the Act which has the stated purpose of fostering and encouraging choice in collective bargaining for all employees. *29 U.S.C. § 157.*

V. The Regional Director Erred in Finding the Petitioned-For Unit Appropriate

Regardless of what determination the Board makes with respect to the validity of the *Specialty Healthcare* analysis, the Regional Director's Decision and Direction of Election must be reversed because he failed to properly apply the *Specialty Healthcare* framework to this case. Under the Board's decision in *Specialty Healthcare*, 357 NLRB 934, 945 (2011), a petitioned-for unit is appropriate if 1) the petitioned-for employees are readily identifiable as a group and the petitioned-for employees share a sufficient community of interest; and 2) if the employer contends only a larger unit is appropriate, the petitioned-for unit does not share an overwhelming community of interest with employees outside the petitioned-for unit. *Macy's, Inc.*, 361 NLRB No. 4, slip op. at 7, 8 (2014); *Bergdorf Goodman*, 361 NLRB No. 11, slip op. at 2 (2014). In applying this test, if the Board finds the petitioned-for unit is appropriate under the first prong, the burden shifts to the employer to prove under the second prong that an overwhelming community of interest exists between the petitioned-for employees and other employees. *See Bergdorf*, 361 NLRB No. 11, slip op. at 2-3 (holding that even though the petitioned-for employees were readily identifiable as a

group, the petitioned-for unit was inappropriate because the employees did not share a community of interest).

Because the Board will not approve fractured units (combinations of employees that have no rational basis), the Regional Director was required to analyze whether, in the context of collective bargaining, the “excluded employees had meaningfully distinct interests from members of the petitioned-for unit that outweigh similarities with unit members.” *Odwalla, Inc.*, 357 NLRB No. 132 (2011).

A. The Petitioned-For Unit is not a Distinct Group.

The Regional Director incorrectly determined that because the employees in the petitioned-for unit are related job classifications that share the function of repairing manufacturing defects in metal castings, they qualify as a readily identifiable group. The Regional Director further erred in finding that the traditional community of interest factors had been met as to the petitioned-for unit.

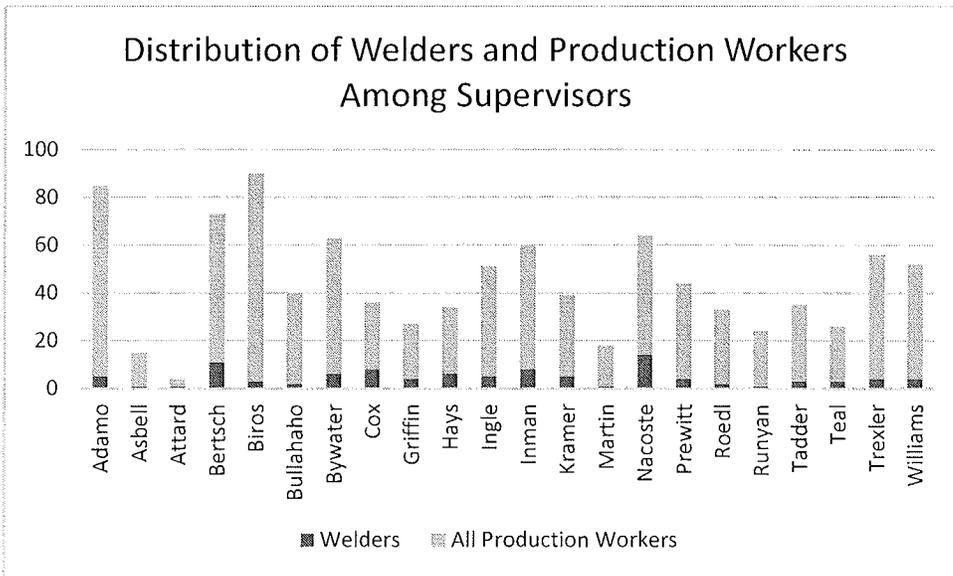
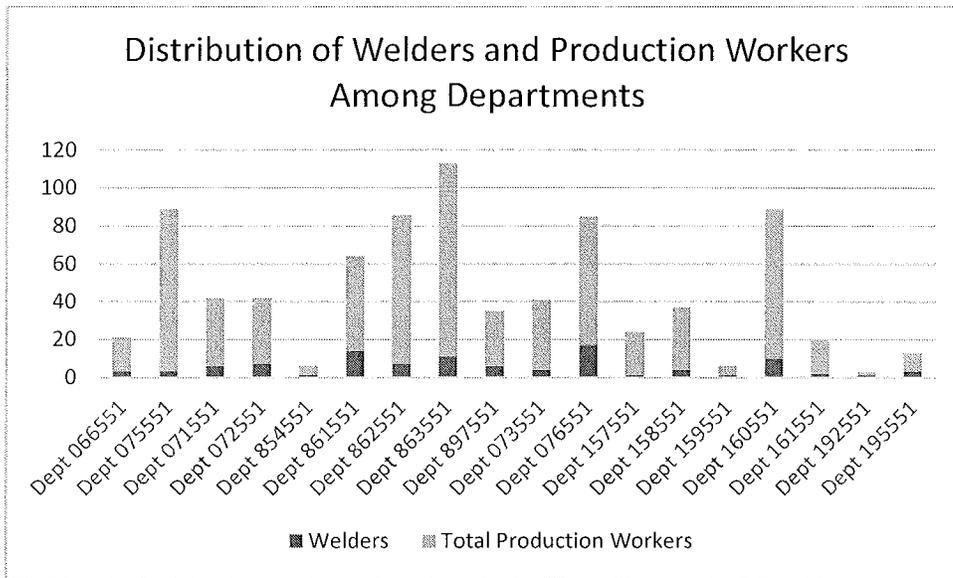
Preliminarily, the Regional Director erred in refusing to consider case law cited by the Employer showing that the petitioned-for unit is not a readily identifiable group because the “cases all pre-date the Board’s decision in *Specialty Healthcare* and are not controlling in this matter.” This reasoning is flawed. The “readily identifiable unit” test is not a product of *Specialty Healthcare*, and in fact has been the proper analysis to determine if a petitioned-for unit is appropriate for many years. The Board itself in *Specialty Healthcare* cited with approval the same cases discussed by Employer when determining whether a petitioned-for unit is a readily identifiable group.⁴

⁴ See, e.g., *Specialty Healthcare*, 357 NLRB 934, 934, 942 (2011) (citing the “readily identifiable group” standard discussed in *American Cyanamid Co.*, 131 NLRB 909 (1961) and the traditional community of interest factors observed by the Board in *Bartlett Collins Co.*, 344 NLRB 484 (2001) and *United Operations, Inc.*, 338 NLRB 123 (2002)).

In concluding the rework welders and rework specialists share the requisite community of interest, the Regional Director erred in finding it significant that these employees perform the same, distinct job functions, hold the same job classification, and have distinct and separate work apart from the other employees. While it is true the rework welders and rework specialists weld metal, it is not true that these employees perform those tasks exclusively. The Portland Operation is comprised of three Profit and Loss (P&L) Centers: Large Parts Campus (“LPC”), Small Steel Business Operation (“SSBO”), and Deer Creek Annex (“DCA”), located in multiple buildings within a 5 mile radius (Hearing Exhibit 1, (Tr.) 32:19-33:7; 61:16-20). The casting process is the same throughout the entire Portland Operation regardless of the P&L center (Tr. 36:13-14) and the fundamental casting process has remained unchanged for the last ten years (Tr. 252:23-253:6; 308:14-18). A welder’s job function is to help repair defects in the casting in coordination with other Production Workers (Tr. 40:12-41:13). Welders in conjunction with grinders, help repair defects in castings identified by inspectors, and that were created earlier in the manufacturing cycle (Tr. 135:2-16). Welders and grinders use some of the same tools, including, for example grinding tools (Tr. 508:20-25). Welders also perform functions that overlap with other Production Workers; for example, while not certified radiographers, welders read x-ray film to review the welds they put in castings (Tr. 495:12-19). Likewise, welders are not the only Production Workers who weld: electrode fabricators, millwrights, wax assemblers and pattern finishers all weld as part of their job duties. (Tr. 109:16-22).

Each P&L center reports to a General Manager who oversees production within that center. Within each center, production superintendents oversee multiple production supervisors, who oversee multiple departments with various Production Workers working in each department (Tr. 52:3-19). There is no separate “Welding” department. Rather, welders are distributed among the

three P&L Centers, 16 different departments, with 21 supervisors, in 8 different buildings. It is undisputed that welders are combined with up to approximately fifteen (15) other job titles in any particular department (Tr. 43:7-17). The following charts illustrate the diffusion of the welders among departments and supervisors, as well as their integration with other Production Workers.



The Regional Director concedes that other production workers weld metal as a part of their job functions. (Hearing Exhibit 2, Regional Director’s Decision and Direction of Election (hereinafter “DDE”), pg. 8.) Ultimately, all employees are tasked with ensuring castings do not

reach the Employer's customers with any defects. This distinct task is the same of all production workers and is not unique to the petitioned-for unit.

While the Regional Director found it important that all welders work in the same physical location, he ignored the fact that they do not exclusively operate in that space. The locations in which the petitioned-for employees work are the same locations where all Portland Production Workers are every single shift. This same faulty logic was used in the Regional Director's finding that a community of interest exists among the petitioned-for unit because they "are subject to the same work rules, disciplinary policies, and other general terms and conditions of employment set forth in the employee handbook." Again, and as described in more detail below, all Portland Production Workers are subject to these terms and conditions of employment.

The fact that welders do not have the requisite community of interest to make up a separate, distinct unit is also supported by the following facts—the significance of which the Regional Director overlooked or failed to afford appropriate weight:

- All Production Workers are provided the same training with regard to safety and general operations and procedure and are subject to the training program outlined in the Step Progression Record; any additional training to be certified as a welder is not onerous and is conducted in house (Tr. 174:24-175:2);
- Welders do not perform distinct job functions and there is overlap of job duties among all Production Workers (Tr. 495:12-19);
- All Production Workers are functionally integrated in the Portland Operation's highly integrated manufacturing cycle;
- All Production Workers, including welders, have frequent contact and interchange with one another;
- All Production Workers share common terms and conditions of employment, including that they are subject to the same handbook, pay practices, and health and welfare benefits (Tr. 68:14-25; 146:11-24; 147:3-16);
- All Production Workers can transfer and perform work through each of the Profit Centers (Tr. 62:8-13);
- All Production Workers are entitled to bid into open positions; more than 50% of the current welders worked in other production positions first (Tr. 62:11-12; 200:18-22; Tr. 450:5-11);
- All Production Workers are part of the same pay grade system, receive the same percentage annual raise and participate in the Company's and they participate in

the Company's Quarterly Cash Bonus program, which rewards teamwork (Tr. 423:23-25; 370:23-371:2);

- The Policy Review Committee and Grievance Board are comprised of employees representing All Production Workers and each include at least one welder (Tr. 270:15-271:1; 272:1-25);
- Welders are not separately supervised; supervisors supervise Production Workers with as many as fifteen different job titles (Tr. 43:7-17);
- The orientation for all Production Workers is virtually identical (Tr. 174:24-175:2); and
- All Production Workers record their time in the same manner and are paid on the same date. (Tr. 140:16-141:12).

In short, the facts show the employees in the petitioned-for unit do not have meaningfully distinct interests from the excluded employees.

The Board has held that when an employer utilizes a highly integrated production process, a union's attempt to extract a selective portion of the workforce while excluding others can lead to an inappropriate, fractured unit, which does not qualify as a distinct group from the other employees in the workforce. See, e.g., *TDK Ferrites Corp.*, 342 NLRB 1006 (2004). In *TDK*, the Board held that a union's attempt to selectively petition for "maintenance department employees, production technicians, tool specialists, and set-up specialists" separate from the rest of the employer's production employees throughout the employer's highly integrated manufacturing process was inappropriate. The petitioned-for employees in *TDK* were not physically separated from the rest of the plant, shared supervisors with production employees, spent their entire shifts on the production floor side-by-side with other production employees, started in other production jobs before bidding into their new maintenance roles, learned most of the necessary job skills through on the job training, and received the same 401(k) plan, vacation, and were subjected to the same policies and procedures administered by the shared human resources department as all other production employees. *Id.* at 1007-08.

The Board found the petitioned-for unit was not “composed of a distinct and homogenous group of employees with interests separate and apart from other employees and the Employer’s plant,” and therefore, the fractured unit could not be justified. Importantly, the Board acknowledged that maintenance employees earned more than other production employees and required heightened skills to perform portions of their jobs. *Id.* at 1009. However, the Board ultimately held that these differences were not enough to create a distinct group of employees, as the integrated process dictated that these employees shared a community of interest with other production employees:

[w]e do not find that the record here supports a finding that the unit sought is composed of a distinct and homogenous group of employees with interests separate and apart from other employees at the Employer’s plant. . . . The maintenance employees’ duties are an integral part of the production process, and employees work together to solve immediate production and maintenance problems. . . .
Id. at 1008.

The petitioned-for unit in this case should be rejected for reasons similar to those articulated in *TDK*. Here, the rework welders and rework specialists share the same duties of working together with all production employees to ensure a defect-free product is delivered to the customer. The only distinct characteristic of the petitioned-for unit is that they weld more often than other employees. This alone is insufficient to establish the welders as a separate and distinct group from the Employer’s other production workers. The Regional Director ignored the established Board precedent, and therefore erred in finding that the petitioned-for unit constituted a distinct group with a sufficient community of interest.

B. The Regional Director Erred in Finding that the Excluded Employees do not Share an Overwhelming Community of Interest.

Even assuming the first prong of the *Specialty Healthcare* analysis has been met, the Regional Director erred in finding that the remaining Portland Production Workers of the

Employer's highly integrated production process do not share an overwhelming community of interest with the petitioned-for unit. The Regional Director incorrectly determined that departmental organization, employee supervision, employee training, job duties, contact, and interchange do not weigh in favor of showing an overwhelming community of interest between the proposed unit of all production workers.

Employees share an overwhelming community of interest when there is no legitimate basis upon which to exclude certain employees from the petitioned-for unit because the traditional community of interests factors "overlap almost completely." See *Macy's*, 361 NLRB No. 4, slip op. at 7 (quoting *Specialty Healthcare*, 357 NLRB No. 83, slip op. at 12). The evidence here establishes the petitioned-for welding employees share an overwhelming community of interest with the remaining Production Workers of the Portland Operation.

1. The Employer's Departmental Organization Clearly Shows an Overwhelming Community of Interest Among All Production Workers.

The Portland Operation production cycle is highly complex and fully integrated. As a result, Production Workers must work together across functional lines within their respective departments as well as with Production Workers in other departments to ensure that a quality casting product ("casting") with minimal defects is delivered to the customer (Tr. 25:16-21). PCC's customers are purchasing castings for use in airplanes, medical devices, and gas turbine engines; there is an extremely low tolerance for defects in the work, as a defect in the casting could result in one of these critical pieces of equipment or devices failing, creating a life-or-death situation (Tr. 38:17-20).

The Portland Operation's highly integrated casting cycle consists of the following phases: wax, investing, foundry, cleaning, inspection, grinding, welding, CMM (coordinate measuring

machine), targeting, marking and shipping. The cycle begins with the production of a wax mold. The mold is typically produced by wax welding smaller wax molds into a larger mold that is an exact replica of the casting that will ultimately ship to the customer. This wax welding assembly process is performed by wax assemblers (Tr. 85:18-86:8). A ceramic shell is created around the mold, the wax is melted out of the shell, and then molten metal is poured into the shell. The shell is removed, leaving a metal casting ready for inspection and repair before being sent to the customer. The casting is inspected, grinded, and welded in a repeating cycle until all defects are repaired to the customer specifications (Tr. 36:8-38:20).

This latter part of the manufacturing cycle it is not a distinct standalone process and it does not exist without the rest of the cycle. Without a casting, there is nothing to weld and without post weld operations, the casting cannot ship to customers (Tr. 212:1-213:11). To produce a casting includes all of the phases (wax, investing, foundry, cleaning, inspection, grinding, welding, CMM, targeting, marking and shipping). (Tr. 38:12-20).

The Portland Operation has multi-year contracts with customers that require the on-going production of up to 200 of the exact same castings each month. Therefore, communication throughout the cycle about casting defects is essential to improve manufacturing techniques earlier in the process in order to avoid producing the same defects again and again in subsequent castings (Tr. 40:7-41:23). No Production Workers – in any other phase of the cycle – perform independent functions. Rather, all Production Workers are part of the continuous improvement cycle designed to produce highly complex castings that meet precise customer specifications (Tr. 38:25-39:22).

The Regional Director erroneously found that the employees in the petitioned-for unit only work in the same departments as some of the production employees, but not all of the production employees in the proposed unit. While the employees may not physically stand right next to each

other at all times, these minor differences in physical location within a large production area are simply the result of operational efficiencies and necessity. Again, there is no separate “Welding” department. (Tr. 43:7-17). Rather, welders work in sixteen different departments, comprised of as many as fifteen (15) different job titles, scattered throughout eight (8) buildings in the Portland Operation. Accordingly, it would be inappropriate to segregate welders into their own unit, but it is appropriate to include all Production Workers in the Portland Operation. *See, e.g., North American Aviation*, 162 NLRB 1267, 1271 (1967) (explaining that common supervision of welders and non-welders and the fact that the welders are themselves separated from each other both on a geographic and supervisory basis support conclusion that they have common interests with the other employees).

2. Welders have Frequent Contact and Interchange with All Other Production Workers

The Regional Director properly found that the evidence of functional interchange weighed in favor of finding an overwhelming community of interest. However, the Regional Director ignored important facts showing frequent contact and interchange among all employees throughout the Employer’s highly integrated production cycle.

The Regional Director claimed that the record revealed that the rework welders and rework specialists do not have contact with the other Production Workers. In reality, welders routinely interact with other Production Workers both in and outside of the performance of their job duties and are not segregated by job title. The continuous improvement manufacturing cycle utilized by the Employer requires workers to constantly loop back to an earlier phase in the cycle with all of the Production Workers repeatedly working together to resolve a particular defect (Tr. 38:25-39:22).

Additionally, all Production Workers utilize shared lunch/cafeteria rooms (Tr. 138:23-24). Welders testified that all employees “mingle in the cafeteria” (Tr. 463:3-4). Production Workers also share other break and smoking areas (Tr. 138:25-139:1). The Production Workers all wear the same badges with bar codes for purposes of clocking in and out of work and on and off specific operation in the production management system (called Visibility) utilized throughout the Portland Operations by all job titles (Tr. 140:16-141:12). All Production Workers, including employees in the petitioned-for unit, participate on several workplace committees relating to changing workplace policies, and handling employee grievances. Finally, Tiger, development, and/or SWAT Teams are comprised of Production Workers from throughout the cycle (including, for example, wax assembler, foundry person, radiological evaluator, visual dimensional inspector, grinder, welder, etc.) who work collaboratively to develop and implement changes in the manufacturing cycle to minimize defects (Tr. 295:24-296:3; 304:1-2). The Regional Director failed to assign appropriate weight to this overwhelming evidence of contact among all Production Workers.

Despite the Regional Director’s finding, the level of interchange between welders and other Production Workers also meets the overwhelming community of interest standard. More than 50% of welders previously worked in other Production Worker positions, showing a high level of permanent interchange. (Tr. 62:11-12; 200:18-22; Tr. 450:5-11). Additionally, before a Production Worker is released from a shift due to lack of work in his home department, his supervisor contacts other departments where that Production Worker could be utilized temporarily (Tr. 62: 9-63:17). A welder even testified that he, because of his training, has been asked to perform non-welding work because of lack of welding work (Tr. 580:20-24), and that he knew of other welders who had similar experiences (Tr. 582:20-21).

The Regional Director failed to recognize the high level of contact and interchange when issuing his decision as to the appropriate unit, which therefore requires his decision be reviewed and corrected.

3. Welders are Supervised Side by Side with other Production Employees.

The Regional Director admits that the petitioned-for employees are not separately supervised. As the chart above clearly illustrates, even rework welders and rework specialists do not all share the same supervisor. Instead, the supervisors manage the highly integrated process, supervising various departments responsible for various steps in the production process (Tr. 52:14-19). The welders are disbursed throughout eight buildings in the Portland Operation where they are supervised by 21 different supervisors, each of whom supervises a variety of job titles. Welders are combined with up to fifteen (15) other job titles in any given department (Tr. 43:7-17). In addition to welders, a particular supervisor could also supervise a wax molder A, a wax molder B, a pattern finisher, a pattern assembler, and a visual dimensional inspector for wax (Tr. 52:15-22). Accordingly, while a unit comprised of only welders would not be appropriate, one comprised of all Production Workers would be an appropriate bargaining unit. *North American Aviation, supra*. (Common supervision of welders and non-welders a factor supporting conclusion that they have common interests with the other employees.)

4. Difference in Some Employee Job Duties Alone is not Enough to Show there is no Overwhelming Community of Interest.

The mere fact that the employees and welders perform some different job functions in the functionally integrated production process is not a proper basis to summarily exclude the remaining 2,450 Portland Production Workers in this case. There are, of course, many community of interest factors beyond job functions, all of which weigh in favor of finding an overwhelming community of interest. Additionally, the Regional Director admits that there are other employees

throughout the production process who weld and remove defects (DDE, pg. 8.). Finally, the overwhelming evidence from the record shows that welders use various other tools and methods throughout the production process. This includes being able to read X-Ray film despite not being certified to work in the radiologist position. (Tr. 495:12-19). The reality is that all of the Portland production workers have the single overarching job function of delivering a quality, defect-free casting to the Employer's sophisticated customers, thus establishing an overwhelming community of interest among all Production Workers.

5. The Petitioned-For Unit Participates in Similar Training.

The Regional Director improperly determined that the employees in the petitioned-for unit “undergo extensive specialized training and receive additional certifications depending on their specific scope of work.” Realistically, the welding positions do not require more training than other positions in terms of qualifications, only requiring, “an equivalent combination of classroom training and work experience” to qualify for bidding for a job opening. This same “combination” requirement to become a welder is also seen for the millwright, radiographer, and production wax assembler positions, as well as countless other positions. (Tr. 141:13-22; 174:24-175:2; 144:1-16).

In addition to the positions requiring the same expectations for entry-level qualifications, all Production Workers receive identical safety training and orientation for the Portland Operation (Tr. 174:24-175:2). Additionally, all Production Workers, regardless of job title, are subject to a training program outlined in a Step Progression Record (Tr. 144:1-16). While several job titles require certification (Tr. 134:3-5; 314:20-315:6; 316:6-9; 347:25-348:1), the certification to become a welder is not onerous, and training is provided on the job. When a Production Worker bids into a welding position, he or she then completes a three-week in-house class to prepare the Production Worker to pass the certification test (Tr. 64:1-4; 312:14-19).

The general training requirements which apply to all employees, as well as the requirement that welders and all other Production workers must meet various training and certifications so that they can properly contribute to the integrated process that is the Portland Operation further indicates that there is an overwhelming community of interest among all Production Workers.

6. The Regional Director did not Assign Appropriate Weight to the Identical Terms and Conditions Shared Among All Production Workers.

The Regional Director correctly found that all Production Workers share an identical employee handbook, must adhere to identical work rules, attendance policies, leave policies, and performance review protocol (DDE, pg. 16.). However, the Regional Director improperly concluded that because the welders were in one pay grade and used welding tools, this removed any weight in favor of identical terms and conditions of employment, establishing an overwhelming community of interest with other Production Workers.

The Regional Director failed to acknowledge that other Production Workers receive the same pay as those in the petitioned-for unit. Further, simply because employee classifications are in different pay grades does not take away from the fact that all employees' functions overlap to the point that there is no legitimate basis upon which to exclude certain employees from the larger unit. The Regional Director did not place proper weight on the fact that all employees receive the same pay increases each year, move through their pay grades at the same step progression, can bid into any job within the Portland Operation, and wear the same uniform and protective equipment.

Further, the Regional Director completely ignored several other identical terms and conditions of employment shared among all Production Workers, including:

- A Production Worker's personnel records, which would include training, discipline, attendance and leave, etc., are maintained as one cumulative file, regardless of which job title, department or P&L center the employee works in or transfers to (Tr. 66:9-14);

- Seniority start dates are based on a Production Worker’s date of hire with the Portland Operation (Tr. 68:9-19);
- All Production Workers are entitled to utilize PCC’s grievance policy. (Tr. 270:4-8). Pursuant to PCC Structural’s policy, a production worker may submit a grievance in those instances where attempts to resolve a problem through normal procedures fail. Employees across job classifications are elected from throughout the Portland Operation to serve on a Grievance Board, which is charged with reviewing employee grievances. A Grievance Committee, comprised of employee representatives from Board, will form to hear the grievance; such Committee will be comprised of six (6) members, randomly drawn from the elected pool of grievance board members. Four welders (from various P&L Centers across the Portland Operation) are currently on the Grievance Board (270:15-271:1);
- All Production Workers in the Portland Operation are paid by the same payroll department and are subject to the same pay grades (Tr. 423:23-25); and
- All Portland Operation employees, regardless of job title, are eligible to participate in the Company’s QCB (“Quarterly Cash Bonus”) program. (Tr. 145:10-146:11).

The Regional Director effectively took a few small differences, and elevated those minimal details over interlocking wage and benefit programs, policy enforcement committees, and identical performance evaluations, which are at the very core of collective bargaining.

VI. CONCLUSION

Specialty Healthcare was wrongly decided, results in the abdication of the Board’s statutory responsibility to determine the appropriate unit, creates fractured bargaining units, frustrates the purpose of the Act to promote labor peace and stability, and violates Employers’ and Employees’ Due Process and Equal Protection rights. The Board should adopt the rationale set forth by current Chairman Miscimarra and former member Hayes in *Macy’s* and *Specialty Healthcare* respectively and correct this error by reversing *Specialty Healthcare*. Should the Board choose not to right this wrong, it should, at the very least, reverse the decision of the Regional Director in this case because the Union’s petitioned-for unit of welders is not appropriate as the welders are not a readily identifiable group when applying the community of interest standards set forth in *Specialty Healthcare*. Rather, they share an overwhelming community of interest with the

rest of the 2,450 Production Workers at the Portland Operation such that a fractured unit of only welders is not an appropriate unit.



Rick Grimaldi
Lori Armstrong Halber
FISHER & PHILLIPS LLP
150 N. Radnor Chester Rd., C300
Radnor, PA 19087
(610) 230-2150
rgrimaldi@fisherphillips.com
lhalber@fisherphillips.com

Todd Lyon
Danielle Garcia
FISHER & PHILLIPS LLP
111 SW Fifth Ave, Ste. 4040
Portland, OR 97204
(503) 242-4262
tlyon@fisherphillips.com
dgarcia@fisherphillips.com
Attorneys for PCC Structural, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a copy of the foregoing Employer's Request for Review of the Regional Director's Decision and Direction of Election; Special Request to Stay Election Pending Board's Decision as indicated below:

Via E-mail:

Billy Anderson
IAMAW, District Lodge W24
AndersonB@iamaw.org

Caren P. Sencer
Weinberg, Roger & Rosenfeld
csencer@unioncounsel.net; [nlrbnotices@unioncounsel.net](mailto:nlrbotices@unioncounsel.net)

Via electronic filing:

Ronald K. Hooks
Regional Director
National Labor Relations Board
Region 19
915 2nd Avenue
Room 2948
Seattle, WA 98174-1078

Dated this 18th day of September 2017



Rick Grimaldi
FISHER & PHILLIPS LLP
150 N. Radnor Chester Rd., C300
Radnor, PA 19087
(610) 230-2150
rgrimaldi@fisherphillips.com

EXHIBIT D

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

PCC STRUCTURALS, INC.
Employer

and

Case 19-RC-202188

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, DISTRICT LODGE W24
Petitioner

ORDER

The Employer's request to stay the election scheduled for September 22, 2017, or, alternatively, to impound the ballots is denied.¹

PHILIP A. MISCIMARRA, CHAIRMAN

MARK GASTON PEARCE, MEMBER

MARVIN E. KAPLAN, MEMBER

Dated, Washington, D.C., September 22, 2017.

¹ This request for extraordinary relief involves application of the Board's Election Rule, with which Chairman Miscimarra continues to disagree for the reasons that he and former Member Johnson stated in their dissenting views regarding the Rule. See 79 Fed. Reg. 74308, at 174430-74460 (December 15, 2014) (dissenting views of Member Miscimarra and Member Johnson). More generally, in the instant case, Chairman Miscimarra dissents from the denial of the Employer's request to stay the election or to impound the ballots; in Chairman Miscimarra's view, the Employer's Request for Review warrants staying the election because all parties—especially employees voting in the election—should have the benefit of the Board's resolution of election-related issues before the election takes place; in the alternative, to the extent the Board does not stay the election, Chairman Miscimarra believes the circumstances warrant impounding the ballots pending the Board's resolution of election-related issues.

Member Kaplan expresses no view with respect to whether he agrees or disagrees with revisions made by the Election Rule, but he does agree that it applies here and warrants denial of the Employer's request to stay the election or to impound the ballots, without prejudice to the Board's subsequent consideration of the merits of the request for review of the Regional Director's appropriate unit determination.

EXHIBIT E

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Date Filed

Case No 19-RC-202188 7-11-17

Date Issued September 22, 2017

City Portland State OR

Type of Election:
(Check one:)

(If applicable check
either or both:)

Stipulation

8(b) (7)

Board Direction

Mail Ballot

Consent Agreement

RD Direction
Incumbent Union (Code)

PCC STRUCTURALS, INC.

Employer

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
& AEROSPACE WORKERS, AFL-CIO, DISTRICT
LODGE W24

Petitioner

TALLY OF BALLOTS

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows.

- 1 Approximate number of eligible voters 100
- 2 Number of Void ballots -
- 3 Number of Votes cast for Petitioner 54
- 4 Number of Votes cast for _____
- 5 Number of Votes cast for _____
- 6 Number of Votes cast against participating labor organization(s) 38
- 7 Number of Valid votes counted (sum 3, 4, 5, and 6) 92
- 8 Number of challenged ballots 2
- 9 Number of Valid votes counted plus challenged ballots (sum of 7 and 8) 94
- 10 Challenges are (not) sufficient in number to affect the results of the election
- 11 A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for INTERNATIONAL ASSOCIATION OF

MACHINISTS & AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE W24

For the Regional Director *Barbara Simon*

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For EMPLOYER *SAZ*

For PETITIONER *[Signature]*

For _____

EXHIBIT F

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

PCC STRUCTURALS, INC.

Employer

and

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS, AFL-
CIO, DISTRICT LODGE W24

Petitioner

Case 19-RC-202188

TYPE OF ELECTION: RD DIRECTED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for International Association of Machinists & Aerospace Workers, AFL-CIO, District Lodge W24 and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: All full-time and regular part-time rework welders and rework specialists employed by the Employer at its facilities in Portland, Clackamas, and Milwaukie, Oregon; excluding all other employees, and guards and supervisors as defined by the Act.

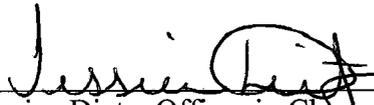
However, rework specialist/crucible repair employees are neither included in nor excluded from the bargaining unit covered by this certification, inasmuch as the Regional Director did not rule on the inclusion or exclusion of rework specialist/crucible repair employees and ordered to vote them subject to challenge and resolution of their inclusion or exclusion was unnecessary because their ballots were not determinative of the election results.

RONALD K. HOOKS
Regional Director



October 2, 2017

By:



Jessica Dietz, Officer in Charge
NLRB, Subregion 36
Green-Wyatt Federal Building
1220 SW 3rd Avenue, Suite 605
Portland, OR 97204

Attachment: Notice of Bargaining Obligation

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, any party may file with the Board in Washington, DC, a request for review of the regional director's decision to direct an election, if not previously filed. The request for review must conform to the requirements of Sections 102.67(e) and (i)(1) of the Board's Rules and must be received by the Board in Washington by **October 16, 2017**. If no request for review is filed, the decision is final and shall have the same effect as if issued by the Board.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the Request for Review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s), (b) negotiates in good faith with the labor organization, upon request, and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante, 2) bargain, upon request, with the labor organization with respect to these changes, and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.

EXHIBIT G

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7016356000075603258



DISTRICT LODGE W24

I.A.M. & A.W. - AFL-CIO

25 CORNELL AVENUE • GLADSTONE, OREGON 97027

TELEPHONE: 503-656-1475

FAX: 503-657-2254

1-800-452-5738

October 5, 2017

Brian Keegan, VP Human Resources
PCC Structural, Inc.
4600 SE Harney Dr.
Portland, OR 97206

Dear Mr. Keegan:

In conformity with Section 8 (d) of the Labor Management Relations Act of 1947, notice is hereby given that the International Association of Machinists and Aerospace Workers, District Lodge W24, desires to enter into negotiations for the purpose of modifying agreements on wages, benefits, and conditions of employment.

Also, please provide the information listed on the attached information request form at least two (2) weeks prior to our first negotiating session.

This letter is notice that the Union reserves the right to add to, delete from, amend, modify, withdraw, or change position on any proposal made during negotiations. In the event of failure to arrive at a satisfactory agreement, this letter shall serve as a termination notice of the agreement.

Please notify us of the time and place where you desire to commence negotiations.

Respectfully,

Noel J. Willet

President/Directing Business Representative

NJW:cb
opeiu#11
afl-cio

c: Will Lukens, Business Representative



PRE-BARGAINING INFORMATION REQUEST

We are requesting the following preliminary data relative to the IAM bargaining unit whose contract is expiring. We feel this data is essential to bargain intelligently on the issues of wages and working conditions in the forthcoming negotiations. Please forward this data as soon as possible to me at District Lodge W24, IAM, 25 Cornell Ave., Gladstone, OR 97027.

The IAM requests the data detailed below be provided in an electronic format, preferably in Microsoft Excel. A hard copy of the files showing this data, including field layout, is also requested.

The data needed is as follows:

- I. Current data and data for the prior three years showing:
 - a. A breakdown for any insurance premiums (such as medical, dental, vision, life, accident, etc.) by type of coverage (such as single, one dependent, family, etc.) and carrier, including details on per employee premium costs (or premium equivalent for self-insured plans), number of employees by type of coverage, and any employee-share of these insurance premiums (see attached Sample 1 for example);
 - b. Information by type of coverage, carrier, enrollment, costs and retiree-share of costs for any insurance for retirees; and
 - c. C.O.B.R.A. rates for medical, prescription drug, dental, and vision insurance.

- II. A current detailed breakdown by bargaining unit employee showing the following (please indicate date of time period data is for):
 - a. Pay/occupation grade or level (i.e. pay grade 5);
 - b. Job title;
 - c. Straight-time hourly rate;
 - d. Shift primarily assigned to;
 - e. Age or date of birth;
 - f. Seniority or date of hire.

- III. For the entire bargaining unit:
 - a. The current average hourly rate;
 - b. Number of employees currently at each level of the vacation schedule;
 - c. Average number of days used per bargaining unit member for paid sick leave, paid personal days, paid jury duty, paid bereavement leave, paid military leave, and any other types of paid leave during the most recent year (calendar, fiscal or 12-month period);

- d. Average annual cost to the employer per employee for pension, health care, life insurance, accidental death & dismemberment, and each other type of insurance or other employer provided benefits;
 - e. Average hours of overtime worked per week per bargaining unit member.
- IV. For any pension, savings or stock plan:
- a. Form 5500 and all schedules and attachments for the past three years;
 - b. Annual Funding Notice for defined benefit plans and actuarial reports for the past three years;
 - c. The current Summary Plan Description (SPD) and all current Summary of Material Modification (SMM);
 - d. The current plan document, including all amendments and attachments;
 - e. The current IRS determination letter;
 - f. For voluntary participation and/or contribution plans, such as 401(k) plans, the annual average for the past three year for:
 - 1) The number of bargaining unit members participating;
 - 2) The average contribution by these participants;
 - 3) The average employer match/contribution for these participants;
 - 4) The average account balance for participants;
 - 5) The number of these participants with loans from the plan.
- V. The current Summary Plan Descriptions (SPD) and Summary of Material Modifications (SMM) for all other benefit plans not included in Section IV.
- VI. An electronic copy (preferable format is in Microsoft Word) of the current collective bargaining agreement.

If there are any questions regarding the above request, please notify me as soon as possible.

SAMPLE 1

Company Name: Components-R-U's, Inc.
Division: Aerospace Products
City, State: Happy Valley, MA

Time Period Covered: January 2016 enrollment

Are employees not in the IAM bargaining unit included in any of these benefits?

If so, please specify: All non-union hourly and salaried in plant are included in health, dental and vision care. All company employees at this plant and plants in Florida and Ohio are included in the Life, Accidental Death & Dismemberment and Accident & Sickness.

Type of Insurance	Provider	Type of Premium	Number of Employees	Total Monthly Premium	Employee Share of Monthly Premium
Health	OurHealth Inc.	Single	84	\$178.34	\$10.00
Health	Our Health Inc.	Dependent	168	\$226.45	\$15.00
Health	HMOWorld	Single	115	\$154.20	\$0
Health	HMOWorld	Dependent	201	\$187.62	\$0
Health	DocPlus	Single	65	\$181.54	\$10.00
Health	DocPlus	Dependent	87	\$254.65	\$15.00
Dental	ToothPlus	Single	264	\$49.25	\$0
Dental	ToothPlus	Dependent	456	\$49.25	\$0
Vision	MassEye	Single	264	\$36.87	\$0
Vision	MassEye	Dependent	456	\$54.47	\$0

Type of Insurance	Provider	Number of Employees	Total Annual Premium
Basic Life	USALife & Casualty	1,248	\$120,000
Accidental Death & Dismemberment	USALife & Casualty	1,248	\$8,600
Accident & Sickness	USALife & Casualty	1,248	\$500

SAMPLE 2

Company Name: Component-R-U's, Inc.
Division: Aerospace Products
City, State: Happy Valley, MA

As of: 1/1/2016

Person	Pay Grade	Title	Straight Time Hourly Rate	Shift	Age	Date of Birth	Seniority	Date of Hire
1	A1	Machinist A	\$18.75	1	51	2/16/1961	20	11/27/1991
2	A3	Machinist C	\$19.25	1	32	1/6/1980	9	10/19/2002
3	B4	Tool & Die D	\$17.85	1	49	8/17/1962	25	9/16/1986
4	A1	Machinist A	\$18.60	2	35	7/26/1976	10	8/8/2001
5	A2	Machinist B	\$18.95	2	28	8/22/1983	6	7/30/2005
6	C3	Technician C	\$14.37	3	47	10/29/1964	25	1/22/1987
7	D1	Assembler A	\$11.00	2	24	4/28/1988	2	2/8/2010
8	A2	Machinist B	\$18.95	1	42	3/22/1970	10	4/1/2002
9	B1	Tool & Die A	\$17.61	2	60	11/19/1995	38	4/26/1974
10	C2	Secretary B	\$14.10	1	56	9/27/1955	31	6/3/1981
11	A2	Electrician B	\$18.80	3	35	12/3/1976	16	10/17/1995
12	A3	Machinist C	\$19.25	1	42	1/9/1970	10	2/8/2002
13	B4	Drillman D	\$17.85	1	40	8/15/1971	15	7/25/1996
14	D3	Tool & Die C	\$11.24	2	63	3/28/1949	45	12/3/1966
15	C2	Operator B	\$14.10	3	34	7/15/1977	4	10/26/2007
16	D1	Stockroom A	\$11.00	2	43	2/14/1969	18	9/15/1993

FEDERAL MEDIATION & CONCILIATION SERVICE
NOTICE TO MEDIATION AGENCIES

Date Submitted: 10-05-2017 10:52 AM

Confirmation Number:

Notice Filing Instructions

Please submit this notice once to FMCS:

Electronically

Fax

U.S. Mail

www.fmcs.gov

-OR-

(202) 606-4253

-OR-

NOTICE PROCESSING UNIT
FEDERAL MEDIATION & CONCILIATION SERVICE
250 E STREET, SW
WASHINGTON, DC 20427

You may also be required to notify your state or territorial mediation agency. Visit www.fmcs.gov for a link to state and territorial mediation agencies.

~~You are hereby notified that written notice of proposed termination or modification of the existing collective bargaining contract was served upon the other party to this contract and that no agreement has been reached.~~

1. NOTICE TYPE (Select one) Renegotiation Reopener Initial Contract

a. Contract expiration date. (For existing contracts only.) (MM-DD-YYYY) _____

b. Contract reopen date. (Only if existing contract provides for reopening or for voluntary re-openers.) (MM-DD-YYYY) _____

2. INDUSTRY (See instructions page for industry options) Manufacturing

Check this box if this employer is a hospital, nursing home or other health care institution.

3. THIS NOTICE IS FILED ON BEHALF OF THE: (Select one) Union Employer

4. EMPLOYER NAME	PCC Structural, Inc.		
5. ADDRESS LINE 1	4600 SE Harney Dr.	ADDRESS LINE 2	
CITY	Portland	STATE	OR ZIP CODE 97206
6. EMPLOYER REP.	Brian Keegan	REP. TITLE	VP Human Resources
7. PHONE	(503)777-3881 ext.3508	FAX	(503) 777-7482 EMAIL bkeegan@ppccstructurals.com
8. UNION NAME	International Association of Machinists and Aerospace Workers, District W24		LOCAL #
9. ADDRESS LINE 1	25 Cornell Ave.	ADDRESS LINE 2	
CITY	Gladstone	STATE	OR ZIP CODE 97027
10. UNION REP.	Will Lukens	REP. TITLE	Business Representative
11. PHONE	(503) 568-9683	FAX	(503) 657-2254 EMAIL will@iamw24.org

12. LOCATION OF AFFECTED ESTABLISHMENT CITY Portland STATE OR ZIP CODE 97206

13. LOCATION OF NEGOTIATIONS (If different from Line 12) CITY _____ STATE _____ ZIP CODE _____

14. NUMBER OF BARGAINING UNIT MEMBERS 15. TOTAL EMPLOYEES AT AFFECTED LOCATION(S)

(At all employer locations covered by this contract.) (All employees, including bargaining unit members, where this contract applies.)

16. NAME AND TITLE OF OFFICIAL FILING THIS NOTICE Noel Willet, President/DBR

17. SIGNATURE AND DATE 10/5/17 Noel J Willet

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 10 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 250 E Street SW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0003, Office of Management and Budget, Washington, DC 20503.

EXHIBIT H



October 10, 2017

Noel J. Willet
President/Directing Business Representative
International Association of Aerospace Workers
I.A.M. & A.W. – AFL-CIO
District Lodge W24
25 Cornell Avenue
Gladstone, Oregon 97027

Re: 19-RC-202188

Dear Mr. Willet:

Thank you for your correspondence of last week. I am writing to acknowledge receipt as well as provide our response.

As you know, PCC Structural objected to the Regional Director's ("RD") decision that the unit comprised of rework welders and rework specialists ("welders") was a legally appropriate unit. Consequently, PCC Structural filed a Request for Review of that decision with the National Labor Relations Board ("Board" or "NLRB"), arguing that the legal basis for the RD's decision, (i.e. the Board's prior decision in *Specialty Health Care and Rehabilitation Center of Mobile*, 357 NLRB No. 83 (2011)), was incorrectly decided and should be overturned. Furthermore, PCC Structural believes that regardless, the RD's decision here was wrong in its application of *Specialty Healthcare*, and the composition of the unit is inconsistent with the criteria set forth in that case.

The Request for Review is still pending at the Board. Accordingly, PCC Structural cannot, until such time as the legal process is complete, recognize the Union as the bargaining representative for the welders, nor is Structural prepared to begin bargaining until such time as the legal process is complete.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Keegan", with a long horizontal line extending to the right.

Brian Keegan
Vice President, Human Resources
PCC Structural, Inc.

Cc: Rick Grimaldi, Esq.
Todd Lyon, Esq
Lori Armstrong Halber, Esq.

EXHIBIT I

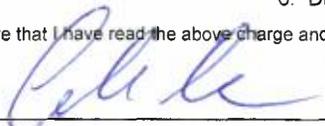
INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	19-CA-207792
Date Filed	10-11-17

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer PCC Structurals, Inc.		b. Tel. No. 503-777-3881
		c. Cell No.
		f. Fax No. 503-777-7482
d. Address (Street, city, state, and ZIP code) 4600 S.E Harney Drive, Portland, OR 97206	e. Employer Representative Brian Keegan VP/HR	g. e-Mail bkeegan@pccstructurals.com
		h. Number of workers employed 2,000+
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory	j. Identify principal product or service Manufacturing of complex metal components	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months the above referenced employer refuses to recognize and bargain with the union. The employer has refused to provide information necessary for collective bargaining.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Association of Machinists and Aerospace Workers, Local Lodge 63		
4a. Address (Street and number, city, state, and ZIP code) 25 Cornell Avenue Gladstone, Oregon 97027		4b. Tel. No. 503-656-1475
		4c. Cell No.
		4d. Fax No. 503-657-2254
		4e. e-Mail AndersonB@iamaw.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Association of Machinists and Aerospace Workers, AFL-CIO		
6. DECLARATION		Tel. No. 510-337-1001
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.
By  <small>(signature of representative or person making charge)</small>	Caroline N. Cohen, Attorney <small>(Print/type name and title or office, if any)</small>	Fax No. 510-337-1023
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200 Alameda, CA 94501	October 11, 2017 <small>(date)</small>	e-Mail nlrbnotices@unioncounsel.net csencer@unioncounsel.net ccohen@unioncounsel.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

11937857

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

PCC STRUCTURALS, INC.

Charged Party

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
LOCAL LODGE 63**

Charging Party

Case 19-CA-207792

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on October 12, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Brian Keegan, VP - Human Resources
PCC Structurals, Inc.
4600 SE Harney Dr.
Portland, OR 97206-0825

Rick Grimaldi, Attorney
Lori Armstrong Halber, Attorney
Fisher & Phillips, LLP
150 N. Radnor Chester Rd., Ste. C300
Radnor, PA 19087

Todd A. Lyon, Attorney
Fisher Phillips LLP
111 SW 5th Ave., Ste. 4040
Portland, OR 97204-3643

October 12, 2017

Date

Kristy Kennedy
Designated Agent of NLRB

Name

/s/ Kristy Kennedy

Signature

EXHIBIT J

BYLAWS OF DISTRICT LODGE W-24

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

AFL-CIO

PREAMBLE

This District Lodge, comprised of Local Lodges shall endeavor to unite into membership all working men and women who are employed in all occupations. However, in recognition of industrial diversification, conglomerate employers, and other business developments, no employees shall be exempted from the jurisdiction of this District Lodge except by decision of the grand Lodge.

This District Lodge believes it to be the natural right of those who toil to enjoy to the fullest extent the wealth created by their labor, and realizing that under changing industrial conditions of our time, and the enormous growth of syndicates and other aggregations of capital, it is impossible for us to obtain the full reward of our labor, except by the united action.

This District believes that organization is based on sound principles as to wisest use of our citizenship, based upon cooperative, economic and political lives, with a view to restore commonwealth of our government to the people, and using the natural resources and means of production and distribution for the benefit of all the people.

This District Lodge pledges to unite labor on behalf of the principles herein set forth, to perpetuate our order on the basis of friendship and justice; to expand its objects and to work for their general adoption; to respect and obey the laws laid down for its guidance and its government; knowing as we do, that when we are united, no reasonable demand we make can be denied us.

Article I – Name-Jurisdiction-Authority

This District Lodge shall be known as District Lodge W24, International Association of Machinists and Aerospace Workers, AFL-CIO and its jurisdiction shall include: the former District Lodge 24, State of Washington counties of Clark, Skamania, Klickitat, Wahkiakum and that portion of Pacific south of a line extended westerly of the county line between Pacific and Wahkiakum; and all Oregon counties, and shall include legacy Woodworker District Lodge W1's jurisdiction of the State of Alaska, Washington, Oregon, California, Idaho, Montana, Colorado, Wyoming and Hawaii.

Approved: 7-25-17

Effective: 8-1-17

This District Lodge shall be a full-service District. The District shall have authority over and control of the local lodges within its jurisdiction for the purpose of securing mutual protection, harmonious action and close cooperation in all matters relating to the trade. Services will include financial services to those lodges with regard to dues check-off (collection of dues), and reporting to the Grand Lodge. The Local Lodges shall be affiliated unless specifically exempted, subject to the approval of the Grand Lodge.

Article II – Election of Officers-Term-Duties

Section 1. Elected Officers and Executive Board

a. The Executive officers of the District Lodge shall be responsible for the day to day operations of the District. The Executive officers shall consist of: President/Directing Business Representative, Assistant Directing Business Representative(s), Secretary-Treasurer, for a term of four (4) years.

b. The Executive Board shall consist of the Executive officers and (4) four Trustees.

Section 2. Election of Officers and Trustees shall be conducted every four (4) years. Officers and Trustees shall be members in good standing in affiliated Local Lodges of this District. Nominations of Officers and Trustees shall be made by the eligible delegates as elected by the affiliated local lodges no later than December and seated at the first District Delegate Council meeting in an election year. Officers and Trustees shall be elected, sworn and seated at the District Delegate Council meeting following their nomination prior to adjournment of the meeting.

Section 3. Duties of President/Directing Business Representative: The President/Directing Business Representative shall be a full-time Officer devoting his/her time to the affairs of the District Lodge, executing the instructions of the District Executive Board and the District Council Delegates, and exercising general supervision over all functions not otherwise provided for in the Bylaws of the District Lodge.

The President/Directing Business Representative, with the assistance of the Assistant Directing Business Representative(s) shall preside over all District Lodge meetings, including, but not limited to District Lodge Executive Board meetings and District Council Delegate meetings. The President/Directing Business Representative between Executive Board and District Delegate council meetings shall decide all questions of order and interpretation of the District Lodge Bylaws subject to the IAMAW Constitution. He/she shall appoint all committees not otherwise provided for. He/she shall countersign all checks properly drawn by the Secretary-Treasurer, appoint three (3) tellers to assist in conducting elections in a fair and impartial manner, and in the case of a tie vote, shall cast the deciding vote, render decisions on all matters not specifically covered by the IAM Constitution and these District Lodge bylaws in accordance with Roberts Rules of Order (revised) and perform other such duties required by this District Lodge.

In the event the office of the President/Directing Business Representative becomes vacant during the term of office, an Assistant Directing Business Representative shall automatically succeed to that office.

The President/Directing Business Representative shall fill, by appointment, all vacancies occurring in any of the District Lodge offices, Executive Board and Trustees for the duration of the unexpired term, subject to confirmation by the District Council delegates.

In the event the District Council fails to ratify an appointment to office made by the President/Directing Business Representative and confirmed by the District Lodge Executive Board, the office shall be declared vacant and the District Council delegates shall elect a member to fill the position.

The President/Directing Business Representative shall hire, with approval of the Executive Board, and supervise all other personnel working for the District Lodge, not otherwise provided for in the Bylaws.

The President/Directing Business Representative shall have the authority over, supervision and direction of all Business Representative, Organizers and staff personnel employed in performing the duties of his/her office. The President/Directing Business Representative shall determine the number of Business Representative, Organizers and/or other personnel required to service the District and shall have authority to engage Organizers and/or personnel subject to approval of the District Lodge Delegate Council and the International President. The President/Directing Business Representative shall retain authority to furlough or terminate Business Representatives, Organizers and/or other personnel subject to approval of this District Lodge Executive Board and the International President.

The President/Directing Business Representative and ADBR shall be a member in continuous good standing for not less than five (5) years in affiliated Local Lodges of this District and shall have not less than two (2) years' experience as an IAM Business Representative, ADBR, Secretary-Treasurer, or District Organizer.

Section 4. The Assistant Directing Business Representative(s) shall be a full time Officer and shall assist the President/Directing Business Representative in the discharge of his/her official duties.

Assets owned or acquired by the District Lodge shall be held in the name of the District Lodge. The Executive Board shall be empowered to sell, or replace surplus, obsolete or inadequate property or equipment, when in their judgment such sale, purchase or replacement is in the best interest of the District Lodge.

Section 5. Secretary-Treasurer – The Secretary-Treasurer shall be a full-time officer. The duty of the Secretary-Treasurer shall be to keep an accurate record of the proceedings of District Lodge Delegate Council, and Executive Board meetings, and furnish each affiliated Lodge, District council delegates, President/Directing Business Representative, and Assistant Directing Business Representative(s) a correct copy of

the proceedings after each meeting; conduct official correspondence over the seal of this Lodge, draw and sign all orders, vouchers, and checks; present communications and bills pertinent to this Lodge; issue calls for special meetings, nominations and elections, for the purpose of filling vacancies of this Lodge; and certify the correct number of delegates entitle to each affiliated Lodge form the most current Local Lodge membership reports prior to nomination.

The Secretary-Treasurer shall perform the duties prescribed in the IAM Constitution for the office of Local Lodge Recording Secretary and Secretary-Treasurer and those duties, when combined, would apply to this District Lodge.

The Secretary-Treasurer shall collect and record all dues, fees and assessments from the members and/or Local Lodges, keeping a correct account between the Lodges and the members; execute all transfer notices and be responsible for the issuance, acceptance, and surrendering of Withdrawal Cards on behalf of Local Lodges; execute and submit the affiliated Local Lodge monthly membership report to the General Secretary-Treasurer; be responsible for the proper processing of membership applications and issuance of dues books or dues cards; keep complete and accurate records of all receipts and disbursements and give financial reports to each regular meeting of this District Lodge and furnish a copy thereof to each affiliated Local Lodge and the President/Directing Business Representative covering the period since the last report; present his/her books and records to be audited by the Auditing committee each six (6) months at the close of June and December.

The Secretary-Treasurer shall establish accounts and transact all business with the banks approved and designated by the District Lodge Executive Board.

The Secretary-Treasurer shall deposit to the account or forward to each affiliated Local Lodge, at the close of each month, the remaining amount of all monies collected for that Lodge less Grand Lodge per capita, less District Lodge per capita, less any other costs approved by each Local and less such other usual and customary Local Lodge expenses as may be authorized by any affiliated Local Lodge and this District Lodge for payment by the Secretary-Treasurer from that Lodge's account.

The Secretary-Treasure shall have the authority to hire, supervise and terminate employees employed in performing the duties of his/her office, in conjunction with the President/Directing Business Representative.

The Secretary-Treasurer shall be a member in continuous good standing for not less than 5 years in an affiliated local lodge of this District Lodge.

Section 6. Auditors – The Auditors shall perform those duties as provided for in the IAM Constitution and attach their signatures to the semi-annual reports of the Auditing Committee.

Article III – Executive Board

Section 1. The District Executive Board shall consist of the President/Directing Business Representative, Assistant Directing Business Representative(s), District Secretary-Treasurer, and four (4) Trustees. The Executive Board shall meet at such times as necessary upon call of the President/Directing Business Representative and no less than four (4) times per year. A majority present representing 2 members from the heritage DL 24 Locals and 2 members from the heritage W-1 Locals shall constitute a quorum to act upon the business of the District Lodge. Business Representative(s)/Organizer(s) shall not serve as Executive Board members to this District Lodge.

The Executive Board shall have authority to take action between regular meetings on behalf of the District Lodge Delegate Council.

Article VI – District Delegates-Elections-Term

Section 1. District W24 Council shall consist of: Officers, Trustees, and seated qualified local lodge duly elected delegates, elected to attend the District W24 Delegate Council meetings. Each delegate seated and present shall be entitled to one (1) vote.

Section 2. The District W24 Delegate Council shall meet no less than two (2) times per year.

Each affiliated local lodge shall be entitled to one (1) delegate. Additionally, each affiliated local lodge shall be entitled to one (1) delegate for each two hundred fifty (250) members or major portion thereof.

A delegate shall be qualified in accordance with applicable provisions of the IAM Constitution and be a member in continuous good standing of not less than one (1) year of an affiliated local lodge, and employed at the trade, any full-time officers are considered to be working at the trade. Delegates on strike, victimized, temporarily unemployed or from local lodges organized less than one (1) year will be seated. Delegates shall be elected every four (4) years by local lodge secret ballot election. Filling of vacancy for unexpired terms of delegates will be consistent with local Lodge Bylaws and the IAM Constitution.

Affiliated local lodges may nominate and elect its delegates to the District Delegate Council meeting at the same time and in the same manner as the regular local Lodge Officer election, but in no event later than January preceeding the term of the delegate. In all cases, the candidate(s) who receive the highest vote shall be declared elected.

The term of office of delegates shall be four (4) years, upon presenting credentials properly signed and sealed by local lodges and seated by the District Lodge. Retiring delegates shall hold their seats until their successors are duly seated.

In the event any delegate absents himself/herself from two (2) consecutive District Delegate Council meetings without being excused and if there is no controversy as to the refusal to excuse being proper, such delegates shall be deemed to have resigned and vacated his/her seat. The Secretary-Treasurer shall so notify the respective lodge of the need to fill a vacancy.

Should said delegate contend the refusal to excuse him/her for such absence is improper then the presiding Officer of this District Lodge shall refer the matter for review and disposition to the District Executive Board.

Vacancies occurring because of death, resignation, removal for just cause or incapacity, shall be filled by the Local Lodge for the unexpired term upon notice from the Secretary-Treasurer. Hired Business Representative(s)/Organizer(s) and staff shall not serve as delegates to the District Council.

Article V. – Auditing

Section 1. There shall be an Auditing Committee of three (3) delegates. Neither Officers, nor more than one (1) from any affiliated local lodge, shall be nominated and elected at the first District Delegate Council meeting of each year for a one (1) year term.

The duty of the Auditing Committee shall be as defined in the IAM Constitution for local and District Lodges. The Auditing Committee shall audit the books and records of this District Lodge semi-annually at the close of business of June and December. A copy of their report will be supplied to each affiliated local lodge.

Article VI. – Bonding

Section 1. All officers, employees or other individuals in this District Lodge who are responsible for, or handle funds of, or for, the District Lodge shall be bonded in accordance with the IAM Constitution and the IAM policy relating thereto.

Article VII – Revenue and Finance

Section 1. The District per capita tax will be adjusted in accordance with the IAM Constitution. The Secretary-Treasurer shall determine and compute each year the necessary revenue to be charged each local lodge subject to approval of District Delegate Council to service, maintain and carry on the work of the District Lodge. Such costs will be pro-rated on a per member dues payment basis of each affiliated local lodge.

All dues, fees and assessments of the affiliated local lodges shall be remitted monthly to the Secretary-Treasurer in a manner and on forms determined by the Secretary-Treasurer.

The District Lodge shall be recognized by the Grand Lodge as the constitutionally responsible reporting lodge, with the District Lodge Officers assuming all fiduciary responsibility related thereto under the IAM Constitution. The District Lodge shall execute and cause to be filed all financial and other reports on behalf of the District which may be required by applicable civil law, to be signed by the President/Directing Business Representative and Secretary-Treasurer respectively, in such form and manner as shall constitute compliance with legal requirements.

Article VIII. – District Business Representative(s) – Organizer(s)-Staff

Business Representative(s) and/or Organizer employees shall be hired and be a member in continuous good standing of affiliated Local Lodges of this District Lodge for not less than two (2) years prior to appointment to these positions and, working at the trade, skill or profession at the time of appointment and also meet all qualifications set forth in the IAM Constitution.

Staff shall be members in good standing and met such other qualifications as determined by the President/Directing Business Representative.

Business Representative(s) and Organizer(s) shall attend all District Lodge meetings, unless excused by the President/Directing Business Representative, and shall attend such affiliated Local Lodge meetings and/or membership meetings when assigned. They shall have a voice but no vote in the District Lodge meetings.

Article IX. Salary-Per Diem

Salary shall be computed on the basis of twelve (12) times the monthly salary. Salary shall be paid in twenty-six (26) equal bi-weekly payments less any withholdings required by applicable federal or state law or as may be authorized by the payee and this District Lodge. For the faithful performance of their duties the salary shall be as follows:

Salaries effective 1/1/17 shall be

President/Directing Business Representative	\$9,938.10 per month;
Assistant Directing Business Representative(s)	\$9,429.29 per month;
Secretary-Treasurer	\$9,429.29 per month;
Business Representative(s)	\$8,969.11 per month;

Salaries shall be adjusted annually based on the average of the percentage increase in the National Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) as published by US Department of Labor, Bureau of Labor Statistics.

Newly approved Business Representative(s) and/or Organizer(s) shall receive a beginning salary equal to the minimum as set forth in the IAM Constitution.
After 12 months they shall receive a salary increase of \$500 per month;
After 24 month shall receive a salary increase of \$500 per month;
After 36 months shall receive a salary increase of \$500 per month;

After 48 months they shall receive a salary equal to the Business Representative rate as established by District Lodge W24.

This District may determine and give credit based on the current straight time wage rate of the applicant and/or for previous experience as a Local Lodge Officer, Activist or full-time officer, business representative/organizer of the IAM.

The salaries of all personnel employed by the District Lodge shall be subject to approval by this District Lodge.

Per Diem will be the IRS allowance per day on days away from place of residence and staying overnight.

Incidental Expense is set at \$20.00 per day for day trip for out of area assignments.

Article X. Benefits

All benefits for Officers; Business Representative; Executive Board/Staff are listed in the DL W24 Employment Handbook.

A Representative, Organizer and/or Staff shall accrue and have seniority rights, for purposes of lay-off due to reduction in force, vacations and sick leave, based on continuous length of service on the full-time payroll of a District Lodge. Time served as elected officer or in any other full time paid union position will be used in cases of identical seniority.

Article XI. Strikes

In the event a Local Lodge affiliated under a joint working agreement or under the same overall employer or association is forced into strike action, the District Lodge Office shall immediately be notified and kept informed by the Local Lodge; such notification to set forth the facts involved, bear the Seal of the Local Lodge and be signed by the President and the Secretary-Treasurer. The District Executive Officers will immediately notify all other Local Lodges that may be affected because of contract or common employer. It shall be the policy of the District Lodge to use to the fullest, the rules as established and approved by the District Executive Board to bring about a solution to the problem in the striking Local Lodge. But in no event shall picket lines be established or extended to another Local Lodge until all of the provisions of this Article have been complied with and then only upon approval by the District Executive Board and other IAM Constitutional policies and procedures. At the request of the striking Local Lodge, the District Lodge Officers shall expedite the procedures of this Section.

Article XII. Certifications – Jurisdiction

Section 1. This District Lodge shall hold all Federal and State Bargaining Unit certifications in the name of District Lodge W24, IAM, and shall negotiate and represent all contracts of affiliated Local Lodges now under its jurisdiction. All

agreements shall be approved by this Lodge through the Directing Business Representative. Copies of all present and future agreements between any Employer and any affiliated Local and/or this Lodge shall be kept on file in the office of this District Lodge.

Section 2. All matters of work and territorial jurisdictions of affiliated Local Lodges shall be resolved by this District Lodge subject to Grand Lodge approval.

Section 3. The District Officers shall be authorized to arrange conferences of various divisions within the industry to consult upon special problems when necessary to improve or safeguard wage standards and working conditions. The District policy shall be to work toward uniformity in those contractual items that are industry-wide in scope and to assist in and to coordinate negotiations and working agreement administration.

Where industry-wide negotiations and all other situations less than industry-wide and greater than the jurisdiction of a single Local lodge prevail, they shall be conducted through the District Lodge by the Officers and administrative personnel.

a. When applicable, the District Lodge shall send a letter to all Local Lodges involved in industry-wide negotiations nine (9) months prior to the termination date of the affected contracts, informing them that they must submit any and all points they desire to be considered for industry-wide negotiations to the District Lodge on or before six (6) months prior to the termination date of the affected contracts. The District Lodge shall compile a list of all points received, this list to be furnished to each Local Lodge.

b. The District Lodge Negotiating Committee shall meet to consider all points submitted by the Local Lodges and shall submit their recommendations to a wage conference, if applicable. Those points finally selected by a majority vote of the delegates shall be the points for industry-wide negotiations. The District Lodge Negotiating Committee shall be authorized to coordinate their points with other unions who join in coordinated bargaining.

c. An authorization form shall be prepared in triplicate by the District Lodge and forwarded to all Local Lodges for their use which shall contain proper wording for opening their working agreement and authorizing the District Lodge to represent the Local Lodges in industry-wide negotiations for those points selected and/or any point of industry negotiations that may be proposed by an employer or employer associations. Each Local Lodge shall forward one copy to the employer and one copy to the District Lodge Office. This authorization to represent shall be irrevocable during the term of bargaining, and thereafter limited to traditional industry-wide forms of payment during the term of the working agreement.

d. The District Lodge Negotiating Committee shall be empowered to submit a referendum strike ballot to the membership involved if and when they deem it necessary.

e. In the event strike action becomes necessary, the District Lodge Negotiating Committee shall determine the time for strike action to start, the company or companies to be struck, and other matters relating to strike action.

f. Any proposed settlement or settlements reached by the District Lodge Negotiating Committee with an employer or employer associations shall be submitted to a referendum vote of the affected membership for their ratification or rejection. The affected participating Local Lodges shall be governed and bound by the overall majority vote.

g. The District President/Directing Business Representative shall appoint three (3) members who shall serve as a Tabulating Committee. They shall tabulate and certify the results of referendum votes taken during negotiations.

h. Each affected Local Lodge shall be allowed the same proportion of delegates to the wage conference as to the last District Council.

Article XIII – Bylaws

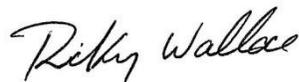
Section 1. All proposed amendments to the bylaws of this District Lodge must be submitted in writing, signed and dated. Affiliated Local Lodges, three (3) or more delegates or the Executive Board may originate and propose amendments. The District Secretary-Treasurer shall mail copies of said proposed amendments to each delegate, affiliated Local Lodge, and President/Directing Business Representative.

Section 2. The proposed amendment to the Bylaws shall be received as new business at the next regular District Delegate Council meeting of this Lodge, being read but not acted upon.

Section 3. The next following regular District Delegate Council meeting shall read, open for discussion, and take action on the proposed amendment. A two-thirds (2/3) majority vote of the delegates present shall be required to amend, adopt or reject.

These Bylaws shall take effect upon approval by the International President and shall supersede and replace all former Bylaws, Resolutions and Policy. Nothing in these Bylaws shall be construed or applied in a manner that will conflict with the IAM Constitution. All matters arising and not specifically covered in these Bylaws will be governed by the IAM Constitution.

**Approved for and on behalf of
International President**



Rickey Wallace
RESIDENT GENERAL VICE PRESIDENT

EXHIBIT K

BYLAWS OF WILLAMETTE LODGE NO. 63

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

ARTICLE A

Name and Time of Meetings

Section 1. This Lodge shall be known as Willamette Lodge No. 63, International Association of Machinists and Aerospace Workers.

Section 2. Regular meetings shall be held the second Saturday of each month and convene at 10:00 A.M., except if when said day shall fall on a legal holiday or said day conflicts with other union activity, in which case the Lodge shall decide on a date at a previous meeting.

Section 3. A quorum will be in accordance with the IAM Constitution and be legally empowered to transact all business lawfully brought before it.

Section 4. Special meetings shall be called by the President upon the written request of ten per cent (10%) of the membership. Such call shall state the purpose of the meeting and shall be confined to the subject matter for which the meeting was called.

Section 5. Members shall be notified at least 48 hours before a special meeting is called to order. The Labor Press may be used as a medium of notification in lieu of post card or letter.

Section 6. The Executive Board as hereinafter provided may call a special meeting of the Lodge to consider any important or necessary business.

ARTICLE B

Qualifications for Membership

Section 1. Eligibility shall be according to the IAM Constitution.

Section 2. A Machinist includes any person who has served four years apprenticeship or has acquired sufficient knowledge to prove his mechanical ability.

Section 3. An apprentice includes any person who has served at least six months at the trade as an apprentice.

Approved: 6-9-14
Effective: 6-1-14
Section 4. Any person applying for membership in the Lodge as an apprentice shall comply with the Law and Plan of Apprenticeship for the State of Oregon.

ARTICLE C

Jurisdiction

Section 1. Willamette Machinists Lodge 63, IAM claims jurisdiction over all shops doing Machinists work as herein named, members in no instance relinquish the right to said work unless upon order of this or the Grand Lodge and District Lodge W24.

Section 2. Jurisdiction of the IAM shall be as prescribed in the IAM Constitution.

ARTICLE D

Officers and Their Duties

Section 1. The officers of this Lodge, their selection and their duties and responsibilities, shall be in accordance with the IAM Constitution.

Section 2. The Secretary-Treasurer and/or the Examining Board shall pass upon all applicants for membership. Transfer shall be handled in accordance with the IAM Constitution, by the Secretary-Treasurer.

ARTICLE E

Stewards and their Duties

Section 1. The chief steward, steward, or members shall arrange for the election of all shop stewards within their respective shops during the month of January. Eligibility based on one year (12 months) membership in good standing prior to the election. Each shop steward shall serve for a period of three (3) years. In case of alleged wrongdoing or negligence by a steward, charges may be preferred against him/her and he/she shall be tried in accordance with appropriate provisions of the IAM Constitution. Any person

running for position of shop steward should not run his own election. Elections should be held for at least 1/2 hour at the best available time and location for the majority to have an opportunity to vote.

(a) Shop stewards must attend the stewards training classes held by the Local or District and/or the monthly stewards meeting as prescribed. Additionally, stewards must attend the regular Lodge meeting in order to receive monthly expenses in the amount equivalent to monthly dues. Failure to comply with any of these requirements without permission of the Local Lodge President shall be cause for cancellation of the monthly expense payments for each month of non-compliance.

Exception: One meeting shall be allowed per calendar year for "vacation" excusal without cancellation of that month's steward expense payments. Excusal requests must be submitted for signature by the Local Lodge President to the Local or District prior to the meeting being held.

(b) Should a shop steward's normal work schedule cause him to miss work in order to comply with the above, the Local shall pay lost wages for the actual time lost while attending said classes and meeting. This does not apply in the case of overtime.

Section 2. In the intervals between meetings, the Business Representatives and the President shall have authority to adjust grievances arising between members or between members and others. They shall make a full report of the circumstances and their action at the next regular meeting.

Section 3. All action taken to call strikes, negotiate agreements, or arbitrate shall be in accordance with the IAM Constitution.

Section 4. Lodge members shall see that there is a shop steward in every shop. To be eligible to be a shop steward, a member shall have one (1) continuous year of membership in Local Lodge 63 immediately prior to nomination. No leader man, foreman or any person acting in a supervisory capacity is eligible to be nominated or elected for Shop Steward. Any shop steward who is promoted to a supervisory capacity shall immediately resign as steward and Lodge members shall proceed to have another steward elected. In the case of vacancy the Business Representative shall have the authority to appoint a steward to serve temporarily until an election can be held. Shop steward elections must be given a minimum of forty-eight (48) hour posted notice for nominations. A minimum of twenty-four (24) hour posted notice after close of nomination will be given for notice of election. This will include location of election, time of election, and candidates. Such election shall be carried out after compliance with Article E, Section 1.

Section 5. In case of disputes, or should any difficulty arise over conditions in the shop, the shop steward shall adjust the same. If they find that they cannot adjust their trouble without sacrificing the laws or rules of this Lodge, they shall immediately notify the Business Representative and act upon their advice. In cases the Business Representatives and the shop steward cannot settle the matter under dispute; they shall make a full report of it at the next regular meeting of the lodge. In the meantime, the members are to continue in their work under protest.

Section 6. In the event a Business Representative calls a special meeting to discuss business pertinent to any one shop or group of shops, he will arrange for sentinels to be at each entrance and the first order of business shall be the selection of a chairman and recording secretary. Minutes of such meetings will be kept by the Recording Secretary and will thereafter be made available to all members and officers of the Local only upon request. A copy of these minutes will be filed with the Local Lodge Recording Secretary.

ARTICLE F

Executive Board

Section 1. The Executive Board shall consist of the Officers of the Lodge as set forth in the IAM Constitution and eight (8) members to be elected from the floor of the lodge, who shall be nominated and elected at the same time and in the same manner as Local Lodge officers.

Section 2. Ten (10) members shall constitute a quorum.

Section 3. The Executive Board shall conduct its business in a methodical and businesslike way, keeping a record of its proceedings and otherwise conducting its affairs according to the IAM Constitution and these bylaws.

Section 4. It shall meet at least once a month and transact any business referred to it by this Lodge. The Chairman and the Secretary may call a special meeting by notifying all members of the Board.

Section 5. It shall be its duty to deliberate upon all matters referred to it by this Lodge, and all other matters coming to its attention for the good and welfare of this Lodge and as soon thereafter as possible to report to this Lodge its recommendations. A recommendation from the Executive Board to the Lodge carries with it a motion to adopt.

Section 6. Any member of the Executive Board, who, without a valid excuse such as sickness, vacation or union business, misses two (2) consecutive meetings, should

resign. Should he fail to resign, he shall be charged with negligence of his duties and tried in accordance with the IAM Constitution.

Section 7. The Executive Board shall constitute a Ways and Means Committee, and as such they shall be empowered to act for the Lodge. In case of a bone fide emergency, the Executive Board may authorize such expenditures of funds as the occasion may require.

ARTICLE G

Committees

Section 1. There shall be an auditing committee of three (3). They shall be nominated and elected by the Local Lodge at the same time Local Lodge officer elections are held and for the same term. Officers of the Local Lodge are not eligible to election as members of the auditing committee. The auditing committee shall immediately after the close of each half year, proceed with the work of examining the books and account of the Local Lodge for the preceding six (6) months' period. They shall call on the Secretary-Treasurer for the duplicate financial statements, from which they shall proceed to take off a statement of the stamps used during the term they are about to examine, and tabulate the same on forms furnished therefore by the General Secretary-Treasurer. The auditing committee shall render its report on a blank form furnished for that purpose by the General Secretary-Treasurer, and send a copy to the Grand Lodge. The report of the auditing committee must be countersigned by the trustees of the Local Lodge. Should one or more auditors fail to be in attendance, the trustees shall proceed with the work as though all of the auditing committee were present.

The Lodge may employ a chartered or certified public accountant to audit its books in accordance with the IAM Constitution.

Section 2. The Examining Board shall consist of up to six (6) members appointed by the Local Lodge president as necessary.

Section 3. The Examining Board shall meet at each regular meeting of the month and instruct the new candidates.

Section 4. Shop Committees and shop stewards shall be protected by the Lodge in the performance of their duties.

Section 5. The Law and Legislative Committee and/or Educational Committee shall perform their duties as set forth in the IAM Constitution.

Section 6. The Local Lodge President as needed shall appoint an Apprenticeship Committee.

Section 7. All appointed committees except special committees shall be dismissed at the end of the year and the Local Lodge President shall appoint new committees after the January meeting.

Section 8. All committees shall elect their own Chairman and Secretary.

Section 9. Any delegate or committeeman instructed by this Lodge who fails to follow said instructions so far as it is feasible, or who fails to work to the best interest of the lodge, upon a hearing by the Executive Board and on their recommendations, shall be removed from such position. His successor shall be appointed or elected as the Bylaws or Constitution provides.

ARTICLE H

Initiation and Reinstatement Fees

Section 1. Initiation fees for this Lodge shall be four (4) times the monthly dues rate for each classification, and the reinstatement fees shall be the same as the initiation fees for each classification. The organizational fee shall be in accordance with the policy of District 24 along with the IAM Constitution and approval of the International President for non-union shops or agency.

ARTICLE I

Dues and Assessments

Section 1. The monthly dues of this Lodge shall be a uniform rate for each membership classification equal to two (2) times the weighted average hourly earnings of members employed in the membership classification and covered by the collective bargaining agreements in each shop or bargaining unit under the Local Lodge jurisdiction plus one dollar and ten cents (\$1.10) special per capita tax. Any increase in the per capita tax will automatically be added to the dues structure.

Section 2. Any member who is two (2) months in arrears for dues is dropped from the roll of membership and not entitled to any benefits and the reinstatement to good standing of such member shall date from the time of his re-obligation being paid to date and complying with the IAM constitution.

ARTICLE J

Funds

Section 1. The funds and all other property shall remain with the Lodge for its legitimate purposes so long as chartered by the Grand Lodge of the International Association of Machinists and Aerospace Workers in accordance with the IAM Constitution.

Section 2. The general funds of this Lodge can be drawn by a majority vote at regular meetings and upon an order drawn by warrant of the Recording Secretary and countersigned by the President; the money in all cases to be drawn by the Secretary-Treasurer.

Section 3. Time permitting, all communications requesting financial aid shall be referred to the Executive Board for investigation and recommendation.

Section 4. Any single donation shall not exceed the sum of two hundred fifty dollars (\$250.00) except to sister locals on strike or in distress. Any single donation exceeding two hundred fifty dollars (\$250.00) excepting sister locals on strike or in distress, must be authorized by a special order of business at the next meeting of the lodge, after obtaining approval from the Regional General Vice President's office.

Section 5. Any gift or token in appreciation of services rendered, or for any other reason, shall not exceed two hundred fifty dollars (\$250.00) unless authorized by a special order of business at the next meeting of the Lodge, after obtaining approval from the Regional General Vice President's office.

Section 6. An offering may be purchased for a deceased member's family.

Section 7. The Secretary-Treasurer shall at all times maintain a full complete list of all United States Bonds, savings or investments in reserve fund safety deposit box.

Section 8. The reserve funds of this Lodge shall consist of the U.S. Bonds owned by this Lodge and savings accounts in banks or savings and loan companies or other Government guaranteed savings accounts. No money to be voted out of this fund except by a two-thirds (2/3) vote of members present and voting at a special or called meeting for this purpose; excepting that transfer of funds from the reserve fund to the general fund may be permitted on the signatures of the President, Secretary-Treasurer and Trustees, providing such transfer is limited to ten thousand dollars (\$10,000.00) for each individual transfer.

Section 9. Members to qualify for strike or victimized benefits must be a member of the IAM and be free of all indebtedness to the Local or Grand Lodge. The Executive Board

shall rule on victimized members. Whenever a strike has been ordered or approved by the Grand Lodge, each member affected shall only sign the strike record weekly, or indicate his presence weekly, using automated methods that have been approved by the Executive Committee. From the names appearing on the strike record the Secretary of the Local Lodge shall make up a roll showing the names of members on strike. The member must present himself for strike duty to the Lodge officers on strike committee. All strike benefits must be applied for in the time described for such action, or his benefits will be returned to the Grand Lodge and/or Local Lodge funds.

When the strike fund reaches two hundred fifty thousand dollars (\$250,000.00) the amount of benefit to be paid by Local Lodge 63 shall be eighty dollars (\$80.00) per week earned in the second week of strike or victimization and paid during the third week. Such payment shall continue until such time as the funds drops below one hundred fifty thousand dollars (\$150,000.00) at which time the benefit will be reduced to forty dollars (\$40.00) per week. When the fund drops below one hundred thousand dollars (\$100,000.00), the weekly benefit shall be reduced to thirty dollars (\$30.00) per week until the strike ends or the fund is exhausted. All weekly strike benefits shall be paid from the Strike Fund.

All strike benefits will be contingent with Grand Lodge strike sanction.

Section 10. This Lodge shall set aside 1% of its monthly dues up to the amount of \$50,000.00 (fifty thousand dollars) to be known as the Emergency Fund; over \$50,000.00, the deposit will be cut to 1/3 of 1%. Should the fund drop below \$50,000.00, the 1% deposit requirement shall again be required. No money to be voted out of this fund except by a three-fourths (3/4) vote of those present and voting at a special or called meeting for this purpose.

Section 11. All Officers, employees, or other individuals in this Local Lodge who are responsible for, or handle funds of or for the Lodge, shall be bonded in accordance with the IAM Constitution and the IAM Policy relating thereto.

ARTICLE K

Unemployment Stamps

Section 1. Unemployment stamps shall be issued in accordance with the IAM Constitution.

ARTICLE L

Nominations and Elections

Section 1. Nominations for Officers, Executive Board and Delegates of this Lodge shall be held at the meeting in November and the Recording Secretary shall read the names

of nominees at the regular meeting in November. Elections shall be held on the meeting of December by the elected tellers and the installation of officers shall take place at the regular meeting of January.

Not less than 60 days prior to the time when the elections specified are to be held, notice of the time and place by letter or by authorized publication or by other dependable regularly used means of communication shall be mailed to each member qualified to vote at his last known home address.

Section 2. No member shall be placed in nomination for any office without his verbal or written consent.

Section 3. The Officers of this Lodge shall consist of a President, a Vice President, a Recording Secretary, a Secretary-Treasurer, a Conductor-Sentinel, and a Board of Trustees consisting of three (3) members.

Section 4. The Executive Board and Delegates to bodies with which we are affiliated shall be nominated and elected to serve as other officers. Delegates so elected to serve on the Northwest Oregon Labor Council shall serve as delegates to the state AFLCIO Convention and delegates to the Oregon Machinists Council shall serve as delegates to the Western States Conference. Alternates may be elected if so required. Delegates to the Northwest Oregon Labor Council and delegates to the Oregon Machinists Council must be Oregon residents at the time of nomination. Delegates to the Central Labor Council of Southwest Washington must be Washington residents at the time of nomination. Conventions which send out separate calls shall be accepted, and delegates shall be nominated and elected according to the call.

Section 5. All ballots must be perforated so that name and card number of voting member can be detached. The ballots must be numbered and otherwise prepared by the Recording Secretary in a clear and readable manner and in sufficient quantity that all who wish to vote may do so.

Section 6. Each member will be required to fill out his own ballot, and the detachable stub. Fold so that the stub can be torn off.

Section 7. The nominee receiving the highest number of all votes cast for the respective positions shall be declared duly elected by the election tellers.

Section 8. No ballot shall be deposited in the ballot box unless two (2) or more tellers are present.

Section 9. All voting at elections must be done at the regular place of meeting during the day of the meeting in December and upon no other date and in no other place. Absentee ballots may be mailed to members who reside outside of a twenty five (25) mile radius from the designated balloting place; confined because of verified illness; on vacation; on official I.A.M. business approved by the Local Lodge, District Lodge or Grand Lodge; on an employer travel assignment; or on military leave. All requests for absentee ballots must be made in writing to the Recording Secretary, at least ten (10) days prior to the election date. Ballots to members thus privileged to vote must be returned by mail to the election tellers in sufficient time to enable the Secretary to turn over the unopened ballots to the election tellers in advance of the closing of the polls. On opening of the election polls, tellers shall deposit all absentee ballot envelopes and stub envelopes in their respective boxes.

Section 10. After the regular meeting in December adjourns or the ballot boxes are duly closed by the Lodge, the Election Judge and tellers shall lock and seal the ballot boxes with a wax or some substitute, which cannot be broken or removed without destroying same and a slip of paper signed by the judge must also be sealed into this same wax at the time. The boxes then to be deposited in the District Lodge office. Counting of the ballots shall proceed the following day at a place provided for the purpose and on an eight (8) hour day, Monday to Friday inclusive or, if in the judgment of the Election Judge, it is deemed most practical; the counting of the ballots may proceed directly after deposit in the District Lodge office. The election tellers shall count the ballots cast for the officers of the Lodge. If more than one day or days are required by the election tellers to count the ballots cast for the officers, the tellers will place that portion of the ballot in the ballot boxes and seal them according to the procedure outlined above.

Section 11. All ballots and stubs shall be kept separate and shall be kept for a period of one (1) year after the election.

Section 12. A Business Representative shall hold no office in the Local Lodge. The term of office for all Local Lodge officers, executive board, and delegates shall be for three (3) years.

(a) Eligibility for officer of the Local Lodge shall be at least 50% attendance at Local Lodge meetings held during the twelve (12) month period ending the date of close of nominations, except if excused for valid reasons.

Section 13. All appointments to appointive committees shall be made by the President of the Lodge, subject to the approval of the membership present at the meeting appointment is made.

Section 14. A member who is an employer or who holds a supervisory position, with the right to hire and fire, shall not be eligible to any office of this Lodge, and an officer on becoming an employer or supervisor shall immediately resign.

Section 15. Any officer or delegate of this Lodge absenting himself/herself from two (2) consecutive regular meetings or meetings to which he/she is a delegate and who does not present a valid reason, should resign. Should he/she fail to resign, then he/she will then be charged with negligence of his/her duties and tried in accordance with the IAM Constitution. Elected committee persons of this lodge should attend committee meetings regularly. Should they fail to attend two (2) consecutive committee meetings, they shall be replaced. However, upon request they shall be granted a trial in accordance with the IAM Constitution.

Section 16. After the nominations for annual elections have been closed the Recording Secretary shall, as soon thereafter as possible and not less than six days prior to the election, have printed sufficient number of white paper ballots containing the names alphabetically arranged under the proper designation of office nominated for, of all candidates so placed in nomination, and designate the incumbents. He shall also have printed a sufficient number of sample ballots, of some other color than white, which members can obtain one week prior to the election. Any member found mutilating or destroying or marking sample ballots placed on the shop bulletin boards, prior to our yearly election of Officers and committeemen shall be cited to appear before a trial committee and in accordance with the applicable provisions of the IAM Constitution.

Section 17. No officer or member of Lodge No. 63 shall act as a teller at an election, who is a candidate of office.

Section 18. At the meeting in November or at special elections the President shall appoint at least three (3) election tellers who are not candidates. They shall receive compensation at their present hourly scale.

Section 19. The polls shall be open from 8:00 a.m. to 4:30 p.m. on day of election. Members of this lodge desiring to vote shall submit their dues books or proper credentials to the Judge for inspection and when found in good standing he shall be entitled to vote; deposit his ballot in a guarded ballot box. Should he/she spoil his/her ballot he/she may return it to the Judge, who shall destroy it and give him/her another ballot.

Section 20. After the polls have been duly closed by the President of this Lodge, the tellers shall proceed to count the votes cast as specified in Article L, Section 10, of these Bylaws, and tabulate same on two tally sheets prepared by the Recording Secretary for that purpose, and render their report to the Lodge setting forth in detail the total number of ballots used, destroyed, or not counted; the total number of votes cast, and a correct record of the votes cast for each candidate, a copy of which shall be placed with the tally sheets and ballots in the ballot box and sealed, to be turned over to the Recording Secretary at the next regular meeting, who shall file same for a period of one year.

Section 21. Any member desiring to contest the election must file a notice with the Recording Secretary within forty-eight (48) hours after the result of the election has been officially announced. The Lodge shall elect a committee of five at the next regular meeting to investigate and submit a report in writing at the following meeting.

Section 22. Any candidate for any office within the gift of this Lodge, who shall pay or offer to pay a consideration of any kind to a member for the purpose of receiving his/her vote, shall be deemed guilty to bribery and punished by fine, suspension, or expulsion, in accordance with the IAM Constitution. The bribe-taker shall receive the same punishment as the bribe giver.

Section 23. All vacancies of offices between elections covering officers, Executive Board members and delegates shall be filled by temporary appointment by the President of the lodge with the approval of the Executive Board. Such temporary appointments shall be for such period as is reasonably required to bring about the election of a successor in accordance with the provisions of these bylaws and the IAM Constitution.

Section 24. To fill vacancies on committees, delegations or other representatives of this Lodge, a notice by mail to the membership is not required. A vacancy for the office of President of this Lodge shall be filled as prescribed in the IAM Constitution.

Section 25. Only members who have been in continuous good standing in this Lodge for one year prior to nominations and have attended at least 50% of the regular Local Lodge meetings held during the twelve (12) month period ending the date of close of nominations, shall be eligible to hold office or act on elected committees in this Lodge except as otherwise specified in these Bylaws or the IAM Constitution.

Section 26. No candidate or member shall circulate or have printed for circulation any pamphlets or cards containing any members' name other than his own without his consent.

Section 27. No member shall be permitted to solicit votes on Election Day within 50 feet of the building on his own behalf, or on behalf of another member, who is a candidate for office of this Lodge, to prepare for publication, or to circulate election material, attacking or discrediting the integrity or honesty of an officer of this Lodge, or a candidate for office. All candidates and supporters must comply with the Grand Lodge Code or Ethics, Circular No. 574.

Section 28. The Recording Secretary shall prepare an alphabetical list of all eligible membership (names and card numbers) of Lodge No. 63, this list must be in alphabetical order, and each letter or tab clearly marked. This list must also be in the possession of the tellers at the voting booth. As each member calls for his ballot, his name and card number must be checked and stamped on this list. When absentee ballots are opened,

their names and card numbers, also, must immediately be checked with this list in like manner.

Section 29. After all votes are counted, the ballot box must be sealed with a wax or some such substitute, which cannot be broken or removed without destroying same. A slip signed by the judge must also be sealed into this same wax at the same time.

Section 30. The Recording Secretary shall notify all successful candidates of their election, and direct them to appear for installation at the proper time.

Section 31. No member who has been convicted of a felony may run for office in Lodge No. 63, IAM.

ARTICLE M

Duties of Members

Section 1. Members of Lodge No. 63 shall conform to the provisions of the IAM Constitution and their attention is directed to the part of the IAM Constitution dealing with duties of members of Local Lodges.

Section 2. Members are expected to work harmoniously together and not try to gain credit by the discredit of another member in any way. It shall be their duty to present their due books to the Shop Committee or Business Representatives. Shop stewards may hold monthly due book inspection. Refusal by any member to show his due book shall be cause for him to be cited before the Executive Board. Improper conduct will be determined by the ruling of the IAM Constitution and members accused of improper conduct as members of the Local Lodge and the International Association of Machinists of Aerospace Workers will be subject to trial procedure under the rules of the IAM Constitution.

Section 3. Any member who has knowledge of non-members working in the establishment in which he is working shall immediately report it to the shop steward or Business Representative.

Section 4. Any member entering the Lodge while under the influence of liquor, or who shall use indecent or profane language, or who persistently disturbs the meetings and refuses to obey the Presiding Officer, shall be immediately ejected from the room and shall be subject to trial procedure.

Section 5. No member of the Lodge shall make an agreement with his employer as to working conditions or hours of pay without consent of the Lodge or of the Executive Board.

Section 6. Except by special permit from the Executive Board, no member shall be permitted to accept piece work, or accept employment under the premium, merit, tax, contract or bonus systems. Members shall not advocate or encourage any of these systems.

Section 7. A member of this Lodge securing employment shall report same to the District Office and shall present himself to the Shop Steward or duly authorized representative of this Lodge if the employer be signatory to contract with this Local.

Section 8. All unemployed members must register in the out-of-work book in accordance with the IAM Constitution to protect his rights in regard to out-of-work stamps, unemployment, membership standing, etc., in the District Office.

Section 9. Any member who violates any of the provisions in Article M shall be subject to trial as defined in the IAM Constitution.

ARTICLE N

Salaries of Officers

Section 1. All officers shall attend all lodge meetings, unless duly excused.

Section 2. Salaries paid to outside help can be changed at any time, but shall not be less than the negotiated rates of their respective Union.

Section 3. (a) The Secretary-Treasurer's salary shall be eight hundred dollars (\$800.00) per month.

(b) The Recording Secretary's salary shall be four hundred dollars (\$400.00) per month.

(c) The President's salary shall receive two hundred dollars (\$200.00) per month.

(d) The Vice President's salary shall be one hundred dollars (\$100.00) per month.

ARTICLE O

General Rules

Section 1. Only members of this Lodge who are directly involved shall be allowed to vote on the questions of strike. Strike vote and contract proposal votes shall be conducted at a site determined by the members and the District Business Representative involved. Mail ballots for ratification of contracts negotiated and originating locally shall not be permitted.

Section 2. No officer or member shall use the property of this Lodge for any purpose other than that designated by the Constitution and by these bylaws unless by special authorization of the Lodge.

Section 3. Members shall keep this Lodge informed of any change of address or movement from one job to another. Failure to comply with this rule shall be no excuse for not receiving notices of any nature from this Lodge.

Section 4. Apprentices shall be governed by the State law and plan of apprenticeship for machinists and/or toolmakers.

Section 5. Robert's Rules of Order shall be parliamentary law for the government of this Lodge, secondary to our IAM Constitution, and should any doubt arise respecting the true meaning of these Bylaws, the President of this lodge shall interpret their true meaning.

Section 6. Any member guilty of conduct unbecoming a member of this Association shall be subject to trial in accordance with the IAM Constitution.

(a) All financial obligations (including but not limited to fines, assessments, and unpaid dues and fees) owed by a member under the IAM Constitution or the by-laws of Local Lodge 63 shall constitute debts owed by the member to the IAM or Local Lodge 63, and may be recovered through court action brought by the IAM or Local Lodge 63. If it is necessary for the Local to institute legal proceedings in order to recover any such debt, the individual member shall also be liable for all costs of said proceedings, together with a reasonable attorney's fee incurred by the Local, the amount thereof to be determined by the Court.

Section 7. All speeches on the floor of this Lodge shall be limited to five minutes and under no circumstances shall an extension of time be allowed without two thirds (2/3) consent of the members present.

Section 8. Per diem allowance for delegates shall be in accordance with IRS regulations, plus room rent (receipt required) and coach air fare both ways and ground fare (receipt required); unless not available, otherwise first class. If no flights are available, a personal car may be used and the allowance shall be in accordance with IRS regulations. Any member or delegate attending a Portland Conference shall be given a daily stipend equal to the IRS regulations for Portland per diem. Those attending any classes at the Winpisinger Center shall receive ten dollars (\$10.00) per day for incidental expenses, or as authorized by the Local Lodge. Lost time for delegates to conferences, conventions, or IAM Schools and committeemen for union business shall be paid at their present hourly scale, plus contribution to their Pension Fund where the contract spells out, "contribution for compensable hours worked". This is to be effective January 1, 1981. Should the member so selected be unemployed, retired, on strike, or otherwise not engaged in gainful employment, then the reimbursement shall be limited to the average journeyman's rate of pay for such actual time served less any amount received by the member for strike benefits, retirement pay, or unemployment.

(a) In October of each year, any officer, committeeman, or member who has actively participated in at least fifty percent (50%) of the last twelve (12) meetings shall be eligible to submit his or her name to the Executive Board for consideration for First Year IAM Leadership School. No member of the Executive Board who has submitted his or her name for consideration can take part in the examination for eligibility of the applicants. The Executive Board will submit the names of those most eligible to the membership for their action upon receipt of the official announcement of the IAM Leadership Schools.

(b) Any member duly elected by Local 63, working swing shift, shall be reimbursed by the local for actual time lost while attending official union business meetings.

Section 9. The Executive Board shall be the only members of this Lodge to have access to the members' mailing list, and for official purposes only, as prescribed by the laws of this or the Grand Lodge.

Section 10. When voting for a motion presented at a Lodge meeting, only those voting shall be counted. Upon the verbal request of ten (10) members present, a secret vote shall be held.

Section 11. No one shall be permitted to enter any meeting of this Lodge except members of the IAM in good standing, all others must present proper credentials to the satisfaction of two-thirds (2/3) of the members present.

Section 12. All money collected in behalf of this Lodge must be paid to the Secretary-Treasurer of this Lodge. All tickets sold and/or used must be counted for within thirty (30) days after the affair mentioned on those tickets has taken place. This Lodge reserves the right to refuse to accept monthly dues until all indebtedness to this Lodge has been paid in full, in accordance with the IAM Constitution for Local Lodges.

ARTICLE P

Amendments

Section 1. Any increase in the amount of initiation and reinstatement fees, Emergency Funds, and Local Lodge dues must be handled on the basis of the procedures specified in the IAM Constitution.

Any other amendments to these Bylaws must be handled on the basis of the following procedures:

- a. All proposals must be in writing, signed by not less than five (5) members and referred to a Bylaws Committee appointed by the President. All proposals to be presented to the Recording Secretary no later than the regular meetings of the Lodge during the months of March and September. If more than five (5) members sign the proposals, that group may elect a spokesperson or persons, but no more than five (5) to present their case in their behalf before the Bylaws Committee. Such election to be conducted without any expense to the Local Lodge.
- b. First reading of proposals will occur at the April and October meetings. Second reading will occur at the May and November meetings. Immediately following the second reading the Bylaws Committee shall submit their recommendations.
- c. Reasonable advance notice must be given to the membership of the time, date and place of the second reading, and vote to be taken on the Bylaws Committee's recommendations.
- d. Each proposal must be considered and voted upon separately. A majority affirmative vote by those present and voting is needed for adoption.
- e. Triplicate copies of approved proposals, together with the

master copy of bylaws shall be referred to the International President for approval and designation of an effective date.

Section 2. The Recording Secretary shall keep a master copy of these Bylaws and all other amendments as may be added.

Section 3. All former Bylaws conflicting with these bylaws are hereby declared null and void.

Section 4. Nothing in these Bylaws shall be construed or applied in a manner that will conflict with the provisions of the IAM Constitution. All matters arising and not specifically covered by these bylaws shall be governed by the IAM Constitution.

**Approved for and in behalf of
International President**

A handwritten signature in black ink, reading "Robert Martinez Jr." in a cursive style.

EXHIBIT L

International Association of Machinists and Aerospace Workers



C O N S T I T U T I O N

January 1, 2017

GRAND LODGE OFFICERS
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

International President

ROBERT MARTINEZ, JR.

General Secretary-Treasurer

DORA CERVANTES

General Vice Presidents

Philip J. Gruber	Gary R. Allen
Sito Pantoja	Mark A. Blondin
Diane Babineaux	James Conigliaro
Rickey Wallace	Stan Pickthall
Brian Bryant	

Grand Lodge Headquarters

MACHINISTS BUILDING

9000 Machinists Place
Upper Marlboro, MD 20772-2687

CONSTITUTION

of the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

(hereinafter referred to as the I.A.M.)



**Except as otherwise provided, the provisions
of this Constitution shall become
effective January 1, 2017.**

PREAMBLE

Believing that the right of those who toil to enjoy to the full extent the wealth created by their labor is a natural right, and realizing that under the changing industrial conditions incident to the enormous growth of syndicates and other aggregations of capital it is impossible for those who toil to obtain the full reward of their labor other than through united action; and recognizing the fact that those who toil should use their rights of citizenship intelligently, through organizations founded and acting along cooperative, economic and political lines, using the natural resources, means of production and distribution for the benefit of all the people, with the view of restoring the commonwealth to all those performing useful service to society;

Now, Therefore; We, the International Association of Machinists and Aerospace Workers, pledge ourselves to labor unitedly in behalf of the principles herein set forth, to perpetuate our Association on the basis of solidarity and justice, to expound its objects, to labor for the general adoption of its principles, to consistently endeavor to bring about a higher standard of living among the toiling masses.

PLATFORM

The Grand Lodge of the International Association of Machinists and Aerospace Workers aims:

1. To bring within the organization all employees who are engaged in or connected with all types of skills, trades, professions, production, service, transportation, office, clerical and technical work organized under the Machinists' banner, to foster in their hearts the spirit of mutual helpfulness, and to impress them with their obligation to do their best for the welfare of each member and for the Association as a whole.

2. To adopt and put into active operation an effective plan to stabilize and provide full employment for all the members of our Association.

3. To secure the establishment of a legal apprenticeship system of four (4) years.

4. To prevail upon all employers the necessity of paying the full current wages weekly, and to give preference in employment to members of organized labor.

5. To impress upon all employers the need for health and welfare programs under which the employee is entitled to his/her choice of professional services.

6. To improve the health and safety conditions of our members on and off the job.

7. To abolish the personal record, physical examinations and age limits imposed by employers.

8. To settle all disputes arising between our members and employers, by direct negotiation whenever possible, and in cases where arbitration is resorted to, to reserve our freedom to accept or reject the decision rendered except in those cases where it is previously agreed by both parties that the decision shall be binding.

9. To shorten the hours of labor to thirty per week,

namely five days of six hours per day; Saturday to be a holiday. To establish the principle of paid vacations, paid pension and paid welfare programs, and extra pay for night work and to maintain for our members a cultural standard of living guaranteed by an adequate annual income.

10. To adopt and advocate a plan of cooperation with other unions, thereby eliminating strikes of one organization at a time, and by concerted coordinated action making it possible for all to reap the full benefit of their labor.

11. To stimulate the political education of the members to understand their political rights and use the ballot intelligently, to the end that the Government may be a government for, of and by the people, and not to be used as a tool to further the ends of combinations of capital for its own aggrandizement.

12. To urge the membership to vote only for and support candidates who are in favor of this platform and the following political demands: Initiative, Referendum and Recall; National or Federal Income Tax Law; National or Federal Inheritance Tax Law; National or Federal and State or Provincial Employers' Liability Law; a National Presidential and Vice Presidential Primary Law; the election of President and Vice President of the United States by a direct popular vote; all judges, without exception, to be elected by vote of the people; National or Federal Law granting pensions for old age or total disability and accident benefits; a National or Federal Health Insurance Law; public ownership of all public utilities; woman suffrage; change of the Constitution of the United States or the Constitution of Canada which now declares these subjects or questions to be unconstitutional; self-government of cities; abolition of contract system on

all public work – city, county, electoral district, state, provincial or national or federal – such work to be done on the day labor plan at union wages; amendments to the Constitution of Canada to make possible uniform labour and social legislation throughout Canada, covering all workers, whether employed by Government or by private industry, and providing for union security; a National Fair Wage Act in Canada, providing for union wages and conditions in all Government work and services and on all Government contracts, direct and indirect; a National Vacation and Holiday Act in Canada, providing for adequate vacations with pay and a minimum of eight statutory holidays; representation for Labour on all Government Boards and Commissions dealing with Labour's interests and Labour representation on the Boards of all public enterprises.

13. That no inferior Federal judge shall set aside a law of Congress or Act of Parliament on the ground that it is unconstitutional. That if the Supreme Courts assume any law of Congress or Act of Parliament unconstitutional or by interpretation undertake to assert a public policy at variance with the statutory declaration of Congress or Parliament, which alone under our system is authorized to determine the public policies of government, the Congress or Parliament may, by re-passing the law, nullify the action of the court. Thereafter the law to remain in full force and effect precisely the same as though the court had never held it to be unconstitutional.

14. The labor of a human being not being property, we demand the abolition of the use of injunctions in labor disputes on the grounds that it is a judicial usurpation of the constitutional rights of our citizens.

JURISDICTION OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

1 The jurisdiction of the International Association of
2 Machinists and Aerospace Workers includes, but is not
3 limited to, any person engaged in or connected with all
4 types of skills, trades, professions, production, service,
5 transportation, office, clerical, technical and related
6 work thereto.

Classification of Work Included

7 Any person who has served an apprenticeship of
8 four years at the machinists' trade, or who has acquired
9 a fundamental knowledge of shaping, sizing, turning,
10 boring, fitting, riveting, the operating of electric, ther-
11 mic and oxyacetylene welding apparatus and the ad-
12 justing of metal parts of machinery of any character,
13 whether such metal be steel, iron, brass, lead, copper,
14 aluminum, duralumin, bronze, or any other substitute
15 used therefore; as well as any person who may have
16 worked at the trade four years either as a vise hand,
17 lathe hand, planer hand, slotting machine hand, shaper
18 hand, milling machine hand, horizontal or vertical bor-
19 ing mill hand, screw machine hand, operators of
20 Gisholt, Jones and Lamson and all other turret lathes,
21 and gear cutters and all other machine tools. Floor
22 hands, machine adjusters, millwrights or general erec-
23 tors of machinery, jig, die, tool and mold makers,
24 metal pattern makers, diesel oil and electric machin-
25 ists. The operating of electric, gas and other mechan-
26 ical cranes and conveyors used in connection with ma-
27 chinists' work. Mechanical chauffeurs who are re-
28 quired to make repairs to their equipment. Sewing and
29 knitting machine adjusters and adjusters of all kinds of

1 automatic, semi-automatic, and self-contained ma-
2 chinery. Fitting together and installing valves of all
3 kinds and flange work on high pressure piping. Auto-
4 mobile, aircraft and moving picture machinery build-
5 ers, and repairpersons. Technical and clerical employ-
6 ees working in conjunction with the trade, electronic
7 technicians and related classification and machinists'
8 work in the atomic energy and aerospace fields. The
9 making, erecting, assembling, installing, maintaining,
10 repairing or dismantling of all or any parts thereof of
11 all machinery, engines, motors, pumps, diesel, and all
12 other metal power devices, either transmission, exca-
13 vating, elevating, shooting or conveying; whether
14 driven by hand, foot, steam, electricity, gas, gasoline,
15 naphtha, benzol, oil, air, water or other power, includ-
16 ing all metal appurtenances thereto, composed of steel
17 or iron, whether structural, angle, T, boiler, galvanized,
18 ornamental, cast, malleable, bar, tube, pipe, rod, shaft-
19 ing, sheet or plate; or of nickel, bronze, tin, lead, cop-
20 per, brass, aluminum, babbitt or other metal substitute
21 therefore.

22 The manufacture and installation of all machine
23 tools. The operation of all machines used in the man-
24 ufacture of machine-finished metal parts and devices
25 and all bench and vise work pertaining thereto, and all
26 machinists' work on steam, gas, gasoline, naphtha,
27 benzol, oil, air, and water-tight work.

28 All riveting, caulking, cutting, chipping, patching,
29 grinding, turning, sizing, boring, fitting, laying out,
30 shaping and drilling pertaining to machinists' work.
31 All drilling, cutting and tapping in boilers, tanks,
32 drums, frames or other structures required for engine
33 and machinery attachments, mountings, or other metal
34 construction and installation.

35 All welding, either oxyacetylene, electric, thermic,

1 unionmelt, atomic-hydrogen, carbon-arc, stud welding
2 resistance, spot and flash welding or any other welding
3 art or process by which work when completed com-
4 prises any product or any part of any product coming
5 within the jurisdiction of the International Association
6 of Machinists and Aerospace Workers, or the building,
7 installation, maintaining, repairing and dismantling by
8 welding or cutting of any structure, plant, refinery,
9 conveyor, crusher, mixer, mill, machine, tank, con-
10 tainer or equipment which comes within the jurisdic-
11 tion of the International Association of Machinists and
12 Aerospace Workers, including dismantling. All lubri-
13 cating devices, injectors, and inspirators and parts
14 thereof, and attachments thereto. All devices used in
15 the transmission of power except electric wiring, this
16 to include all line and counter shafting, shaft hangers,
17 sheaves, and pulleys.

18 All instrument, gauge tool and die making, metal
19 mold, novelty, model and metal pattern making and die
20 sinking; the making of jigs, templets, spiral and coil
21 springs, and all molds for the shaping of glassware and
22 plastics.

23 The manufacture, installation and operation of all
24 printing, paper and pulp-making machinery, all
25 brewery machinery, including all soakers, pasteuriz-
26 ers, bottle washers, crowning machines, bottle-filling
27 devices and conveyors, all factory, mill and laundry
28 machinery.

29 The manufacture, testing and repair of all electronic
30 and/or mechanical counting, recording and corre-
31 spondence devices, such as: cash registers, typewrit-
32 ers, adding machines, sealing and addressing devices,
33 and all other office machinery, including the testing of
34 complete units or component units, used in conjunc-
35 tion therewith.

1 The manufacture, assembly, testing, installation, re-
2 pair and maintenance of electrical household appli-
3 ances, electronic equipment and guidance system as
4 used on aircraft, missiles and/or space vehicles, com-
5 puters, and any other electric device or component
6 hereof, used to control, regulate or guide mechanical
7 equipment of any kind.

8 The manufacture, testing, assembly, repair, mainte-
9 nance and testing of electrical components and related
10 accessories, which include such units as inductors,
11 transformers, resistors, condensers, capacitors,
12 switches, relays and electronic testing equipment now
13 in common use, or developed in the future to accom-
14 plish these tasks.

15 The manufacture, repairing and maintaining of, and
16 performing of all other related jobs thereto on all auto-
17 mobiles, trucks, busses, tractors, firearms, fire en-
18 gines, locomotives, hydroplanes and airplanes, includ-
19 ing all crafts and classes of air transport employees,
20 agriculture machinery and mining machinery, rock
21 drills and pneumatic devices used as hand tools or for
22 the transmission of power. The manufacture, installa-
23 tion, repairing and servicing of all ice making and re-
24 frigerating machinery. The manufacture and installa-
25 tion of all abattoir, bakery and confectionery machin-
26 ery, textile, carding and gin machinery, refining ma-
27 chinery, and machinery used in reducing plants, rock-
28 crushing and quarry machinery, concrete mixers and
29 cement mill machinery, rolling mill and steel convert-
30 ing machinery, loading and unloading machinery and
31 traveling roadways.

32 The manufacturing, installation, repairing and op-
33 erating of all machines making malt, cans, nails, pot-
34 tery, horseshoes, brick, shoes, hats, clothing, pianos,
35 organs, musical and surgical instruments, tobacco,

1 cigarettes and cigars, flour, cereals and all other
2 products where mechanical devices are necessary for
3 the making.

4 The manufacturing, installation and operation of all
5 automatic stokers, all mechanical devices used in
6 amusement parks, all dredging machinery, and all
7 hoists, elevators, lower-atoms, escalators, derricks and
8 other lifting or hoisting devices.

9 The inspection of all machinery, ordnance, and en-
10 gines, including locomotives, and the operating of all
11 power machinery.

12 The manufacture, installation, repair and mainte-
13 nance of all air conditioning plants and equipment.

14 And all work connected with dynamometer cars,
15 and building, repairing, setting up, inspecting and
16 maintaining of all classes of scales.

17 The operation and repairing of towing and coaling
18 machinery in the Panama Canal Zone.

Marine Work

19 All marine work as follows:

20 The installing, assembling, dismantling and repair-
21 ing of all engines, pumps, dynamos, refrigerating ma-
22 chinery, steering gear, winches, windlasses, capstans
23 or other devices used in handling the ship.

24 The removing and replacing of the rudder, propel-
25 ler shaft and propeller wheel and the placing of all
26 deck fittings and mast fittings, including mast head-
27 lights.

28 The installing and repairing of all condensers, evap-
29 orators, feed-water eaters, overhauling and repairing
30 of all valves, either steam, water, air, gas, oil, or other
31 liquids and strainers attached to hull.

32 The installation of all pipes, pipe hangers, valves,

1 and fittings for engines, boilers, ice machines, evapo-
2 rator plants, telemotors, air compressors, and power
3 pumps.

4 The installation of deck operating gear for all
5 valves.

6 The boring, facing, chasing or tapping and drilling
7 holes for bolts of all pipe flanges.

8 The bending, threading and installing of tubes in
9 boilers in which threaded tubes are used.

10 The bending, welding, and installation of heater
11 coils used for fuel oil tanks, or heating purposes.

12 The installation of all condenser and feed-water
13 heater tubes, whether rolled, screwed, or ferruled.

14 The installation of all tubes in oil heaters and cool-
15 ers, except those under jurisdiction of the copper-
16 smiths.

17 The installation of all gratings, ladders and hand-
18 rails, port lights, ventilator operating gear and water-
19 tight doors.

Electric and Internal Combustion Engines and Cars

20 The building, installing, inspecting, adjusting, main-
21 taining, removing and overhauling of pantographs and
22 trolley poles, including the building of pantograph shoes
23 and replacement of same whether the pantograph is on
24 or off locomotive and the changing of insulated support
25 brackets; lathe and other machinists' work in connection
26 with construction of pantographs.

27 The assembling, installing, inspecting, maintaining,
28 removing and overhauling of all parts of the main and
29 braking controllers with the exception of insulating
30 materials, leads and wires.

31 The removing, dismantling, overhauling, assem-
32 bling, installing, inspecting and maintaining of all air
33 cylinders, magnet valves, cam shafts, bearings, rollers,

1 castings, adjustment springs and metal housings used
2 in the construction and operation of reverser switches,
3 series parallel switches, transfer switches, group
4 switches and contactors.

5 The assembling, installing, inspecting and main-
6 taining of all mechanical parts of main and auxiliary
7 switches and ground switches.

8 The assembling, installing, maintaining, inspecting
9 and overhauling of clutch and gear assembly on motor
10 operated rheostats.

11 The assembling, installing, inspecting, maintaining,
12 dismantling and overhauling of traction motors,
13 blower motors, heater motors, rheostat motors, air
14 compressor motors, motor generator sets, axle genera-
15 tors, control generators and slip rings (excluding field
16 coils, insulators and electrical connections); the as-
17 sembling, finishing either by hand or bench work,
18 drilling, tapping, and bolting of pole pieces; the dis-
19 mantling, repairing and assembling of brush holders;
20 the drilling, tapping and repairing of brush holder
21 studs; the fitting of all metal parts of commutators, in-
22 cluding segments; the turning and machine slotting of
23 all commutators whether done in lathe or in armature
24 housing; the pressing in and out of armature shafts; the
25 machining, repairing and fitting of armature cores; the
26 repairing and fitting of all covers for motors, housings
27 and compartments.

28 The installing, inspecting, adjusting, removing and
29 repairing of air compressor governors, electro-pneu-
30 matic pantograph valves, sander valves, regenerative
31 interlock valves and automatic control switches with
32 the exception of electric contacts and wiring.

33 The grinding, filing and repairing of grids and the
34 installing and removing of grid banks, with the excep-
35 tion of making and breaking electrical connections.

1 The removing and installing of electric cab heaters
2 and the removing and applying of covers to same
3 where they are retained by cap screws or tap bolts; the
4 removing and installing of headlights, headlight cages,
5 lamp and flagstaff brackets and supports, eave guards
6 and handrails.

7 Side rods, main rod, knuckle and driving pin work.
8 Driving brake and spring rigging work. Fitting up and
9 repairs to driving and truck boxes, including replacing
10 of brasses.

11 Examining, repairing and aligning jack shafts. Re-
12 fitting jack shaft collars and jack shaft casing. Repair-
13 ing and maintaining air brake equipment and air com-
14 pressors.

15 Drilling, driving and truck wheels, by use of ratch-
16 ets or portable motors for hub liners. Applying driving
17 and truck wheel hub liners. Driving and truck wheel
18 tire work. Drilling, reaming and tapping holes in cabs
19 and frames for bolts and parts.

20 Turning and dressing journals, and all frame and
21 truck work, including stripping and rebuilding.

22 Removing and replacing main motors, including
23 gears and bearings, and shifting gears.

24 Machinists' work in connection with raising cab,
25 running out and replacing trucks and lowering cab.
26 Mallet coupler device between units.

27 Removing and replacing circulating pump and mo-
28 tor, except pipefitters and electrical work.

29 Removing, repairing and replacing work in connec-
30 tion with water rheostats, hand pumps and lubricators.

31 Examining, removing, repairing and replacing bear-
32 ings.

33 Installing and relocating braces, stay rods, oil
34 guards, hand brakes, air ducts, sand boxes and bellows
35 under cab.

1 Whistle and bell work.

2 Installing and maintaining machinists' work in con-
3 nection with turbine engines, motors, pumps and aux-
4 iliaries in powerhouse.

5 Repairs to air hammers, air motors, vise, floor and
6 drop pit work, as well as the handling of work gener-
7 ally recognized as machinists' work.

8 Removing and replacing phase converters.

9 Machinists' work in connection with dismantling of
10 phase converters, such as removal of bolts, parts, bear-
11 ings caps, bearings and clamps.

12 Machinists' work in connection with assembling
13 phase converters, including detail parts.

14 And all other work on these engines, cars and ma-
15 chines now covered in the general classification in our
16 Constitution.

Other Work

17 All of the foregoing, and in addition thereto any
18 other work which does now, or in the future may, as
19 industries develop, fall within the scope of our juris-
20 diction, or any other industrial or craft work as deter-
21 mined by the Executive Council, shall constitute work
22 coming under the International Association of Ma-
23 chinists and Aerospace Workers, and shall be per-
24 formed by members of our Union.

ABBREVIATIONS

The following abbreviations, when used in this Constitution, have these meanings:

A.F.L.C.I.O.	American Federation of Labor and Congress of Industrial Organizations
Art.	Article
C.L.C.	Canadian Labour Congress
C.V.P.	Canadian Vice President
D.L.	District Lodge
E.C.	Executive Council
G.L.	Grand Lodge of The International Association of Machinists and Aerospace Workers
G.L.A.	Grand Lodge Auditor
G.L.R.	Grand Lodge Representative
G.S.T.	General Secretary-Treasurer
G.V.P.	General Vice President
I.A.M.	International Association of Machinists and Aerospace Workers
I.P.	International President
L.L.	Local Lodge
R.S.	Recording Secretary
S.T.	Secretary-Treasurer
Sec.	Section

CONSTITUTION
of the
International Association of Machinists
and Aerospace Workers
(hereinafter referred to as the I.A.M.)

ARTICLE I
GRAND LODGE—STRUCTURE
AND POWERS

Name and Location

1 SEC. 1. This organization shall be known by the
2 title and name of “**THE GRAND LODGE OF THE**
3 **INTERNATIONAL ASSOCIATION OF MA-**
4 **CHINISTS AND AEROSPACE WORKERS,**” and
5 its principal office and headquarters shall be located at
6 such place as is designated by the Executive Council.

Membership and Jurisdiction

7 SEC. 2. The G.L. shall consist of the E.C. and the
8 representatives of L.Ls. who are duly elected, quali-
9 fied and seated as delegates in the quadrennial and spe-
10 cial conventions provided for in Art. II of this
11 Constitution. It shall have power to grant charters for
12 the purpose of organizing, supervising, controlling,
13 and generally directing L.Ls., D.Ls., councils and con-
14 ferences in any state, territory, or dependency of the
15 United States of America, and Canada.

Government

1 SEC. 3. The government and superintendence of all
2 L.Ls., D.Ls., councils and conferences, shall be vested
3 in this G.L. as the supreme head of all such lodges un-
4 der its jurisdiction. To it shall belong the authority to
5 determine the customs and usages in regard to all mat-
6 ters relating to craft.

7 It is the obligation and responsibility of every mem-
8 ber, officer, L.L., D.L., council, conference, or other
9 subordinate body of the I.A.M. to comply with the pro-
10 visions of this Constitution and the decisions of the
11 G.L. officers in conformity therewith, and they shall
12 refrain from any conduct which interferes with the per-
13 formance by the I.A.M. or any of its subordinate
14 lodges or bodies of their obligations hereunder or un-
15 der any other applicable law or contract, or any con-
16 duct which defeats or subverts the lawfully declared
17 and established policies and objectives of the I.A.M.,
18 or which may defame it or any of its officers or mem-
19 bers of its subordinate bodies.

20 All L.Ls., D.Ls., councils and conferences may
21 adopt bylaws supplementary to this Constitution for
22 the conduct of their subordinate internal affairs and
23 business; provided, however, that none of the provi-
24 sions of such bylaws shall be in conflict with any of
25 the provisions of this Constitution, duly adopted reso-
26 lutions, or the established policies of the I.A.M., and
27 must be submitted to the I.P. for examination and nec-
28 essary revision and approval before becoming effec-
29 tive. Any proposed amendments, revisions, or
30 modifications to such bylaws shall likewise be submit-
31 ted to the I.P. for examination and necessary revision
32 and approval prior to becoming effective.

Government between Conventions

1 SEC. 4. Between conventions all executive and ju-
2 dicial powers of the G.L. shall be vested in the E.C.,
3 which shall be composed of the I.P., the G.S.T., and 7
4 G.V.Ps.

Eligibility

5 SEC. 5. Any member who advocates dual unionism
6 or supports movements or organizations inimical to
7 the interests of the I.A.M. or its established laws and
8 policies shall not be eligible to hold office in the
9 I.A.M.

ARTICLE II**GRAND LODGE CONVENTIONS****Method of Calling Conventions**

1 SEC. 1. During September or October, 2000, and
2 every 4 years thereafter, a G.L. convention of the
3 I.A.M., not to exceed 7 days, shall be held in a city to
4 be selected by the E.C. Notice of such convention shall
5 be issued to all L.Ls. by the G.S.T. not later than March
6 1, each convention year. The E.C. will have the author-
7 ity upon its own initiative to call a special convention
8 in case of an emergency, or after having received the
9 endorsement under seal of at least 20% of all L.Ls., not
10 more than 15 of which are located in any 1 state, prov-
11 ince or territory, submit a call for a special convention,
12 and thereupon the G.S.T. shall prepare a ballot and
13 submit the same through the referendum calling for a
14 special convention of the G.L. to convene at such date
15 as seems best to meet the emergency. In the event that
16 a majority of those voting, vote in favor of holding a
17 special convention, the E.C. shall, as soon as practica-
18 ble thereafter, select the city in which said special con-
19 vention shall be held.

Representation and Vote

20 SEC. 2. Each L.L. in good standing and free from
21 delinquency of any nature to the G.L. within 60 days
22 prior to the convening of a G.L. convention is entitled
23 to be represented by 1 delegate at said convention. (A
24 L.L. shall not be declared ineligible where the mem-
25 bership's dues are subject to withholding by their em-
26 ployer for payment to the L.L., D.L., or G.L., and the

1 employer delays or defaults in said payment.) In addition thereto each L.L. having a membership of more than 200 is entitled to an additional delegate for each additional 200 members or majority fraction thereof. If, however, not more than 3 L.Ls., within a radius of 150 miles of each other, each having less than 100 members, so desire, they may combine to send 1 delegate to represent them at a G.L. convention. Such delegate must be elected by a majority vote in each of the lodges so combining, and the voting power of such combined lodges shall be based upon their combined membership exactly as if it were 1 lodge.

13 Each L.L. represented in convention by a delegate is entitled to 1 vote, and all L.Ls. having a membership of more than 100 are entitled to 1 additional vote for each additional 100 members or majority fraction thereof.

18 The number of votes each L.L. is entitled to shall be computed upon the number of members of such L.L. at the close of July of the convention year. The delegation of any L.L. may by unanimous consent vote as a unit, or the vote to which said lodge is entitled may be divided equally among its delegates, and in case an equal division is impossible the fractional number of votes left after the division shall be cast by the first delegate elected by said lodge.

Election of Delegates

27 SEC. 3. At a meeting of each L.L. in April of convention year, a nomination of delegates and alternate delegates shall be held by all L.Ls. At a meeting of each L.L. in May of convention year, an election of delegates and alternate delegates by secret ballot shall

1 be held by all L.Ls. in the L.L's. room where the regu-
2 lar L.L. meetings are held, excepting in those L.Ls.
3 where circumstances require some other arrange-
4 ments, the L.L. may, through its bylaws, provide some
5 other methods, subject to the approval of the I.P. The
6 secretary of each L.L. shall immediately thereafter for-
7 ward to the G.S.T. a report of the election, giving the
8 names, card numbers and residence addresses of all
9 delegates and alternate delegates, which report shall be
10 made upon forms furnished by the G.S.T.

11 At L.L. options, provisions may be made to open
12 the polls to provide an opportunity for members work-
13 ing irregular shifts to vote.

14 Specific information as to who is entitled to receive
15 an absentee ballot as hereafter provided shall also be
16 communicated to the membership.

17 Members who reside in outlying areas more than 25
18 miles from the designated balloting place, members
19 who are at work during the times of the local lodge
20 balloting, members who are either confined because of
21 illness or injury, or on leave qualifying under U.S. and
22 Canadian family leave laws, or working members on
23 vacation, retirees more than 25 miles away from their
24 residence on election day, or on official I.A.M. busi-
25 ness approved by the L.L. or D.L. or G.L., or on an
26 employer travel assignment, or reserve military leave,
27 as the case may be, shall be furnished absentee ballots.

28 Any member entitled to receive an absentee ballot
29 shall make written request therefore to the R.S. of the
30 L.L. by delivering in person or mailing such request to
31 be received by the R.S. not later than 10 days before
32 the election. Within 48 hours after receipt of any such
33 request, or receipt of printed ballots, whichever is later,
34 the R.S. shall mail the ballot if the records of the L.L.

1 indicate that the applicant is eligible to vote in the elec-
2 tion. (In those instances where L.L. membership rec-
3 ords are kept and maintained by a D.L. with which
4 such L.L. is affiliated, request for an absentee ballot
5 shall be made to the appropriate D.L. officer.) Mem-
6 bers found not to be eligible to vote by absentee ballot
7 will be so notified within 2 days of receipt of their ap-
8 plication. All references to days here and throughout
9 this Constitution shall refer to calendar days.

10 Members voting by absentee ballot shall execute
11 and mail their ballots in accordance with the following
12 procedure. After marking an (X) opposite the names
13 of the candidates for whom they wish to vote, and after
14 filling in the information required on the detachable
15 portion of the ballot form, the members shall there-
16 upon detach such portion of the ballot and then fold
17 and place the upper ballot portion in a plain envelope
18 without affixing any signature, number, or other means
19 of identification thereon. After being securely sealed,
20 this plain envelope shall then be placed, together with
21 the detachable stub bearing the name of the member,
22 address, lodge number and card number, in an outer
23 envelope bearing the word "Ballot" on its face. After
24 being securely sealed, this envelope shall then be re-
25 turned by official government mail to the R.S. of the
26 absentee member's L.L. so that it will be received by
27 or prior to the closing time of the polls specified in the
28 notice of election. The R.S. shall turn over to the in-
29 spectors of election all such absentee ballots uno-
30 pened.

31 L.Ls. organized in May of a convention year may
32 elect delegates and alternate delegates by secret ballot
33 during June. L.Ls. chartered on or after June 1 of any

1 convention year are not entitled to representation in
2 the convention.

3 The G.S.T. shall prepare and forward a complete list
4 of all duly elected delegates and alternate delegates
5 with their respective addresses to all L.Ls. not less than
6 30 days prior to the opening of the convention.

7 He/She shall also mail to each delegate a copy of
8 the "Officers' Report" so that it will be in the hands of
9 the delegates 30 days before the convention opens.

10 Should a delegate or alternate delegate be unable to
11 serve as such, the L.L. may elect the successor by se-
12 cret ballot at any meeting prior to the convening of the
13 convention, and the secretary of such L.L. shall forth-
14 with notify the G.S.T. of the change.

15 Whenever a special convention of the G.L. has been
16 called, the G.S.T. shall rearrange the dates for the elec-
17 tion of delegates, etc., in strict accordance with the
18 provisions of this Art., to meet the emergency necessi-
19 tating the holding of the convention.

Qualifications of Delegates

20 SEC. 4. Delegates to G.L. conventions must have
21 been in continuous good standing in the L.L. from
22 which they hold credentials for at least 1 year prior to
23 their nomination except where, in the case of a D.L.
24 having multiple L.Ls. within a single employer, mem-
25 bership within such D.L. shall apply (this qualification
26 shall not be required of a delegate from a L.L. char-
27 tered less than 1 year prior to the convention or a mem-
28 ber working at the trade transferred to a L.L. with the
29 approval of the I.P. or E.C.); free from delinquencies
30 of any nature to any L.L., D.L., or G.L., and at the time
31 of nomination and for 6 months prior thereto, working
32 at the trade.

1 The qualification “working at the trade” shall not
2 apply to members who are salaried full-time employ-
3 ees of any L.L., D.L., or G.L., a council, conference,
4 the A.F.L.C.I.O. or the C.L.C., nor shall it apply to
5 members who experienced a layoff during the 6-month
6 period prior thereto, or to members subject to a con-
7 tested unresolved discharge, or to members who have
8 been unable to obtain employment at the trade because
9 of a strike, lockout, discrimination or temporary phys-
10 ical disability, or to members who are retired on pen-
11 sion and paying full dues, whether or not they hold a
12 retirement card or an exemption card.

13 Whenever the term “good standing” is used with
14 reference to a member in this Constitution, it shall
15 mean any person who has fulfilled the requirements
16 for membership as prescribed herein and who has not
17 voluntarily withdrawn therefrom, become ineligible
18 for continued membership, or been suspended or ex-
19 pelled as provided in this Constitution or in the bylaws
20 of subordinate lodges approved as required under this
21 Constitution. Members who fail to pay their dues, as-
22 sessments, or other fees within the periods required by
23 this Constitution or the bylaws of the L.L. or D.L. will
24 be subject to automatic cancellation of membership.
25 Members who are not in good standing are not entitled
26 to any voice or vote or participation in any of the af-
27 fairs of the G.L. or any of its subordinate bodies except
28 as otherwise permitted under this Constitution. When-
29 ever the term “good standing” is used with reference
30 to a L.L., D.L., council or conference of the I.A.M., it
31 shall mean any such body which is not delinquent in
32 the payment of any per capita tax and fees as pre-
33 scribed in this Constitution or which is not under sus-
34 pension, and which is otherwise in compliance with all

1 requirements of this Constitution pertaining to such
2 bodies.

Members on Grand Lodge Payroll Not Eligible

3 SEC. 5. No member shall serve as a delegate to a
4 G.L. convention who is, during the time of the conven-
5 tion, on the payroll of the G.L.

Delegates' Expenses

6 SEC. 6. The transportation of 1 delegate from each
7 L.L. in continuous good standing with the G.L. for 1
8 year prior to the convening of the convention, who is
9 accepted and seated in the convention as a delegate,
10 shall be paid by the G.L., so long as such transporta-
11 tion is arranged for and provided by the travel agency
12 designated by the G.L. L.Ls. whose delegates travel on
13 passes shall be entitled to round-trip transportation for
14 1 delegate from the place where the L.L. is located to
15 the place where the convention is held, upon presenta-
16 tion of the bill of the L.L. therefore.

Credentials Committee

17 SEC. 7. The E.C. shall act as the committee on cre-
18 dentials at all conventions of the G.L. and shall meet
19 within 4 days next preceding the convening of the con-
20 vention to consider all matters affecting the qualifica-
21 tions of delegates, including the financial standing of
22 L.Ls. with the G.L., and shall thereafter report its find-
23 ings and recommendations to the convention.

Resolutions Committee

1 SEC. 8. At least 15 days before the convening of
2 any convention of the G.L., the I.P. shall appoint 5 duly
3 elected and qualified delegates to such convention as
4 a resolutions committee. The 5 delegates so appointed
5 may, on the authority of the I.P., be called in not more
6 than 7 days before the convention convenes for the
7 purpose of considering such resolutions as may
8 properly come before the convention, and shall report
9 their findings and recommendations to the convention
10 as early as the business of the convention will permit.

11 For the faithful performance of their duties each
12 member of the resolutions committee shall receive
13 \$50.00 per day, together with actual and necessary ho-
14 tel expenses, for the time engaged prior to the conven-
15 ing of the convention and after arrival at the conven-
16 tion city.

Committees

17 SEC. 9. The I.P. shall appoint a committee on rules
18 for each convention of the G.L. All committees neces-
19 sary for conducting the business of the convention, not
20 otherwise provided for, may be appointed by the E.C.,
21 subject to the approval of the convention.

Order of Business

22 SEC. 10. 1. Address by International President
23 2. Reading of Convention Call
24 3. Appointment of Rules Committee
25 4. Report of Credentials Committee
26 5. Report of Rules Committee

- 1 6. Appointing of Other Convention
- 2 Committees
- 3 7. Reports of Committees
- 4 8. New Business
- 5 9. Closing Address of International
- 6 President

Parliamentary Laws

7 SEC. 11. The parliamentary law of this G.L. shall
8 be as set forth in this Constitution. Robert's Rules of
9 Order will apply to questions not covered thereby.

ARTICLE III**GRAND LODGE OFFICERS, DELEGATES
AND COMMITTEE ON LAW,
AND HOW CHOSEN****Officers**

1 SEC. 1. Effective July 1, 1993, the G.L. officers
2 shall be an International President, a General Secre-
3 tary-Treasurer and 7 General Vice Presidents, one of
4 whom shall be from Canada, nominated and elected by
5 the membership of L.Ls. chartered in Canada. The In-
6 ternational President and General Secretary-Treasurer
7 shall be nominated and elected by the entire member-
8 ship; the remaining 6 General Vice Presidents shall be
9 nominated and elected by the membership of all L.Ls.
10 other than those chartered in Canada.

Delegates and Committees

11 SEC. 2. Three delegates to the A.F.L.C.I.O., 1 del-
12 egate to the C.L.C. and 5 members of the Committee
13 on Law, 1 of whom shall be from Canada, shall be
14 elected concurrently with the G.L. officers, and addi-
15 tional delegates to the A.F.L.C.I.O. shall be assigned
16 in accordance with SEC. 2, Art. IV. The A.F.L.C.I.O.
17 delegates shall be elected only by the membership of
18 all L.Ls. other than those chartered in Canada and the
19 C.L.C. delegate shall be elected by members of L.Ls.
20 chartered in Canada. These delegates and committee-
21 men shall not be considered as G.L. officers.

Qualifications

1 SEC. 3. Candidates for G.L. office, delegates to the
2 A.F.L.C.I.O., delegate to the C.L.C., and the Commit-
3 tee on Law must be members who are and have been
4 in continuous good standing for at least 5 years imme-
5 diately prior to their nomination, free from indebted-
6 ness of any nature to any L.L., D.L., or G.L., and
7 otherwise eligible under provisions of applicable civil
8 law; provided, however, that any member whose dues
9 are subject to withholding by his/her employer for
10 payment to his/her L.L., D.L., or G.L. pursuant to
11 his/her voluntary authorization under a collective bar-
12 gaining agreement shall not be declared ineligible to
13 be a candidate for office by reason of alleged delay or
14 default in the payment of such withheld dues; pro-
15 vided, however, that such member is not otherwise de-
16 linquent in payment of dues. In addition thereto, they
17 shall qualify under SEC. 5, Art. I.

18 Such candidates must be working at the trade, skill
19 or profession at the time and for 1 year preceding their
20 nomination. Salaried officers or employees of L.Ls.,
21 D.Ls., or G.L. and the A.F.L.C.I.O. or C.L.C. are ex-
22 cepted from this provision, provided such employment
23 and other employment at the trade, skill or profession,
24 separately or jointly, has been continuous during the 1
25 year preceding their nomination. The qualification
26 "working at the trade, skill or profession at the time
27 and for 1 year preceding their nomination," shall not
28 be required of or apply to members who have been un-
29 able to obtain employment as a result of a strike, lock-
30 out, discrimination, contested, unresolved discharge,
31 or temporary physical disability. No incumbent or
32 non-incumbent candidate for an elected G.L. office
33 will be eligible to seek such office if by reason of age

1 he/she would not be able to serve at least 2 full years
2 of such term before he/she would be required to retire.

Endorsement for Nomination

3 SEC. 4. No later than December 1st of the year be-
4 fore an election will be held, the G.S.T. shall issue a
5 circular to all L.Ls. calling for endorsements of nomi-
6 nees for all G.L. officers, 3 delegates to the
7 A.F.L.C.I.O., delegate to the C.L.C. and members of
8 the Committee on Law, which circular shall be accom-
9 panied by proper forms for the return of endorsements
10 for nomination by L.Ls.

11 After the receipt of said circular, a special meeting
12 shall be held on the third Saturday in January from 6
13 am to 8 am, and at 6 pm to 8 pm, of which meeting
14 notice shall be served upon members by the Grand
15 Lodge by mail to their last known address. At such
16 special meeting, L.Ls. may, by a majority vote of those
17 voting, endorse for nomination 1 candidate for I.P.,
18 1 candidate for G.S.T., and 5 candidates for the Com-
19 mittee on Law. L.Ls. chartered other than in Canada
20 may, by majority vote of those voting, endorse for
21 nomination candidates for each existing United States
22 G.V.P. position and 3 candidates for A.F.L.C.I.O. del-
23 egates. L.Ls. chartered in Canada may, by majority
24 vote of those voting, endorse for nomination one can-
25 didate for G.V.P. and 1 candidate for C.L.C. delegate.
26 Members not able to attend the special January meet-
27 ing may nominate by mail if they meet the require-
28 ments set out in Art. II. SEC. 3.

29 In the event more than one candidate is nominated
30 for the I.P. or G.S.T. position, or more candidates for
31 the G.V.P. positions than necessary to fill all G.V.P. po-
32 sitions, a special meeting shall be held on the second

1 Saturday in February from 6 am to 8 am, and from 6
2 pm to 8 pm to determine which candidates shall be
3 nominated from the L.L. On or before Wednesday fol-
4 lowing the nomination meeting, or the nomination en-
5 dorsement meeting (if necessary), the R.S. of each
6 L.L. shall forward to the G.S.T. by registered or certi-
7 fied mail a correct list of all endorsements for nomina-
8 tion and the offices for which the members are
9 endorsed, together with their lodge numbers and card
10 numbers, upon the forms provided therefore. Locals
11 may not nominate the same person for more than one
12 office.

13 A failure to nominate the required number of eligible
14 candidates shall invalidate the nomination or endorse-
15 ment for that office, committee or delegation.

Filing and Publication of Endorsement

16 SEC. 5. The G.S.T. shall tabulate the results and
17 cause the full and complete tabulation to be made pub-
18 lic, showing the L.Ls. making the endorsements, the
19 members endorsed, the offices for which the members
20 are endorsed, and designating the members who are
21 thereby chosen as nominees under the provisions of
22 SEC. 6 of this Art.

Number of Nominees

23 SEC. 6. From the endorsements received from
24 L.Ls., there shall be selected for each elective position
25 the 2 candidates receiving the highest number of en-
26 dorsements, and the 2 so selected shall constitute the
27 candidates on the final ballot.

Pledge to Accept Nomination

1 SEC. 7. The G.S.T. shall, by registered or certified
2 letter, notify all candidates who have received the en-
3 dorsement of at least 10% of all eligible L.Ls., except
4 in Canada with respect to the Canadian G.V.P. posi-
5 tion, where the endorsement from 20 L.Ls. with repre-
6 sentation from at least 3 different provinces is
7 required. Candidates so notified shall, within 10 days
8 after receipt of notification, inform the G.S.T. by reg-
9 istered or certified mail of their acceptance or declina-
10 tion of the endorsements for nomination, together with
11 a statement that they are duly qualified under the pro-
12 visions of this Constitution, which statement shall be
13 certified by the S.T. of the L.L. of which the candidate
14 is a member, or certified by the G.S.T. Candidates may
15 run for only one office. Candidates nominated for
16 more than one office must indicate to the G.S.T. which
17 office they intend to accept nomination and which they
18 decline. The G.S.T. shall then adjust the list of nomi-
19 nated candidates to reflect the information received
20 from the nominated candidates. On failure of candi-
21 dates to comply with this provision, it shall be the duty
22 of the G.S.T. to strike their names from the list, and to
23 at once notify the candidate or candidates receiving the
24 next greatest number of endorsements of any declina-
25 tion that has been received or of the failure of any can-
26 didate to accept.

Preparation and Description of Ballots

27 SEC. 8. After the foregoing provisions have been
28 complied with, the G.S.T. shall prepare the ballots and
29 have printed thereon the names of all eligible candi-
30 dates, together with the number of the lodges of which

1 they are respectively members, said names to be ar-
2 ranged in order according to the number of endorse-
3 ments received by each candidate for the office stated.
4 All ballots shall bear the seal of the G.L., and be so
5 arranged that voters may designate their choice by
6 marking an (X) opposite the names of those for whom
7 they wish to record their votes. Ballots shall be perfo-
8 rated so that the bottom portion thereof, on which the
9 member voting shall fill in his/her name, address,
10 lodge number and card number, may be detached after
11 checking prior to the member casting the ballot. The
12 ballot shall remain unidentified and unmarked in order
13 to preserve its secrecy except for the (X) placed oppo-
14 site the names of those for whom the member wishes
15 to record his/her vote, and shall be executed in accord-
16 ance with the instructions thereon.
17 The G.S.T. shall supply L.Ls. with a sufficient num-
18 ber of such ballots and no other ballots shall be used.
19 He/She shall furnish tally sheets in duplicate, upon
20 which shall be tabulated the votes of the members of
21 the L.L. One tally sheet shall be retained by the R.S.
22 of the L.L. and 1 shall be returned to the G.S.T.

Place of Voting

23 SEC. 9. The election of G.L. officers, the Commit-
24 tee on Law, delegates to the A.F.L.C.I.O., delegates to
25 the C.L.C. or other bodies with which the I.A.M. is or
26 may be affiliated shall be held at a special meeting on
27 the last Saturday in April from 6 am to 8 am and from
28 6 pm to 8 pm.

Qualification to Vote

1 SEC. 10. Only members who are in good standing
2 pursuant to the provisions of this Constitution shall be
3 allowed to vote at any election.

Notification of Election

4 SEC. 11. Not less than 15 days prior to the time
5 when the elections specified in SEC. 9 of this Art. are
6 to be held, notice of the time and location shall be
7 mailed by the G.S.T. to each member qualified to vote
8 at his/her last known home address by letter or by au-
9 thorized publication or by other dependable regularly
10 used means of communication.

11 Absentee ballots shall be issued and voted in ac-
12 cordance with the provisions set forth in SEC. 3,
13 Art. II.

Inspectors of Election

14 SEC. 12. At the last regular meeting in March,
15 2017, and the last regular meeting in March of every
16 4th year thereafter, each L.L. shall elect 3 members as
17 inspectors of election who shall receive, record and
18 count the vote of the members. In case 1 or more of
19 said inspectors are unable to act, then the L.L. presi-
20 dent shall fill the vacancy by appointment.

Time and Method of Voting

21 SEC. 13. Votes shall be received by the inspectors
22 of election from the opening to the closing of voting at
23 the special April meeting and at no other meeting in
24 April.

1 All ballots must be marked in ink or pencil. When-
2 ever 2 or more are to be elected to the same office,
3 committee or delegation, a failure to vote for the re-
4 quired number of candidates shall invalidate the vote
5 for that office, committee or delegation. All votes
6 shall be deposited in the presence of at least 2 of the
7 inspectors.

8 Each voter shall write his/her name, address, lodge
9 number and card number in the space provided on the
10 perforated register slip attached to the ballot. The in-
11 spectors shall require each voter to present his/her
12 dues book or dues card for inspection, which shall be
13 marked to show that the member has voted. The mem-
14 ber shall then place the ballot and detachable stub in
15 the separate containers provided therefore. There shall
16 be no voting by proxy or write-in candidates, and no
17 member shall be allowed to fill in the ballot for any
18 other member. Ballots cast for candidates not nomi-
19 nated in conformity with these provisions (write-ins)
20 shall not be tabulated.

21 With respect to all absentee ballots, the inspectors
22 of the election shall open the outside envelopes and
23 check the enclosed detachable stubs to determine the
24 eligibility and identity of the member returning the
25 ballot and then place the ballots contained in the inner
26 envelopes unopened with the other ballots cast by
27 members at the election meeting.

28 The G.S.T. shall mail a notice of the time and place
29 of the election and a ballot to the last known home ad-
30 dress of each member directly affiliated with the G.L.
31 within the time limitations prescribed for L.Ls. in
32 SEC. 11 of this Art. Such affiliated members may vote
33 by executing and returning their respective ballots in
34 accordance with the procedure as set forth in SEC. 3,

1 Art. II, for the execution and return of absentee ballots
2 by L.L. members. The G.L. election tellers shall count
3 and report the same in the detailed statement required
4 under SEC. 16 of this Art.

Tabulation of Returns and Care of Ballots

5 SEC. 14. The inspectors of election of each L.L.,
6 with such assistance as the L.L. may deem necessary,
7 shall, upon the close of the polls, proceed to count the
8 votes cast for each office separately, tabulate the re-
9 sults of each such office in duplicate on the tally sheets
10 and, within 120 hours from the close of the polls, for-
11 ward 1 copy thereof, together with all ballots cast, to
12 the G.L. election tellers, in care of the G.S.T., by reg-
13 istered or certified mail. The ballots and tally sheets
14 shall be mailed in special containers or envelopes, to
15 be furnished by the G.S.T., and plainly marked to des-
16 ignate their contents. These packages and envelopes
17 shall only be opened in the presence of 3 G.L. election
18 tellers. Ballots and tally sheets not mailed within 120
19 hours after the close of the polls shall not be counted.
20 The duplicate copy of the tally sheets shall be placed
21 in the hands of the R.S. of the L.L. to be spread upon
22 the records of the L.L. in such manner as to publish the
23 results of the election for each office involved sepa-
24 rately. The perforated register slips containing the
25 name, address, lodge number and card number of each
26 member voting, and any other election records not for-
27 ward to the G.S.T., shall be retained by the L.L. for
28 a period of 1 year and shall be surrendered to the G.L.
29 election tellers if required and ordered by them.

Representation at Count

1 SEC. 15. Each nominee for I.P. shall, on or before
2 May 1, select a member of the I.A.M. to act as his/her
3 teller. In the event that there is only 1 nominee for I.P.,
4 then the 2 candidates for G.S.T. shall select the tellers.
5 The spirit of this SEC. is to be construed that opposing
6 candidates shall have the right to select the tellers in
7 rotation and where a candidate is unopposed, he/she
8 shall not have the right to select a teller.

9 The 2 tellers thus selected shall employ as a 3rd teller
10 a certified public accountant who shall act as chairper-
11 son of the G.L. election tellers. The 2 G.L. election
12 tellers chosen by candidates shall, while engaged in
13 counting and supervising the G.L. election returns, re-
14 ceive as compensation the maximum rate of pay for
15 journeymen in the Headquarters location for the time
16 actually engaged in the performance of their duties, to-
17 gether with transportation and actual hotel expenses, if
18 residing outside of the location of Headquarters.

Counting the Votes

19 SEC. 16. The G.S.T. shall be custodian of all ballots
20 and tally sheets, and shall, after the G.L. election tell-
21 ers are duly organized and on their demand, surrender,
22 unopened and in their original containers, all ballots
23 and tally sheets.

24 The G.L. election tellers shall meet at the G.L. of-
25 fices on May 1, and proceed with the count. The G.L.
26 election tellers shall have full charge of the counting
27 of the ballots, assisted by such help as they may re-
28 quire, to be furnished by the G.S.T. They shall have
29 power to adopt rules to govern their work, hear com-
30 plaints, make adjustments, and render decisions

1 strictly in accordance with this Constitution and the
2 policies, custom and usage of this Association. After
3 they have counted and tabulated the vote, they shall
4 render a report containing a detailed statement of the
5 votes cast in each L.L. for each office involved, to-
6 gether with a report on all irregular or contested bal-
7 lots, for the respective candidates. This report shall be
8 published in the next issue of THE JOURNAL in such
9 manner that the results of the voting in each L.L. for
10 each such office involved is separately shown.

Declaration of Election

11 SEC. 17. The nominees receiving the highest num-
12 ber of votes for the respective offices shall be declared
13 duly elected by the G.L. election tellers.

Second Ballot

14 SEC. 18. In case candidates for any office receive
15 an equal number of votes, their names shall be resub-
16 mitted in accordance with SEC. 8 of this Art., and such
17 procedure shall be continued until one candidate shall
18 receive a greater number of votes than the other candi-
19 date contesting for the same office. If the 2nd or other
20 succeeding ballots do not result in an election prior to
21 the expiration of the term of office of the then incum-
22 bent, said incumbent shall be retained in office until
23 the successor is duly elected.

Preservation of Ballots and Election Records by G.S.T.

1 SEC. 19. The G.S.T. shall preserve for 1 year all
2 ballots and all other election records in his/her posses-
3 sion pursuant to the foregoing procedure.

Filling Vacancies

4 SEC. 20. Should a vacancy or vacancies occur in
5 any G.L. office between elections, through any cause,
6 such vacancy or vacancies shall be filled by an ap-
7 pointment or appointments by the E.C. not later than
8 60 days after the occurrence of such a vacancy or va-
9 ncancies. Those members appointed to fill the unex-
10 pired terms of office shall meet all eligibility
11 requirements of the Constitution pertaining to candi-
12 dates for the office to which they are appointed.

Increasing General Vice Presidents

13 SEC. 21. Notwithstanding the provisions of Secs. 1
14 and 4 of this Art., should the I.A.M. experience an in-
15 crease in membership through plant expansions, or-
16 ganizing or mergers with other organizations which
17 would warrant an increase in the number of G.V.Ps.,
18 from 7 to 8 or 9 G.V.Ps., the E.C. shall have the au-
19 thority to institute such increase.

Installations

20 SEC. 22. G.L. officers shall be installed by the I.P.,
21 or his/her deputy, and they shall assume the duties of
22 their respective offices July 1, following their election,

1 or as soon thereafter as the result is made known; pro-
2 vided, that each officer shall qualify within 10 days af-
3 ter being notified to appear for installation.

Recall Provisions

4 SEC. 23. A L.L. in good standing with the G.L. may
5 propose the recall of any 1 or more of the G.L. officers,
6 the Committee on Law, and delegates to the
7 A.F.L.C.I.O. and the C.L.C. by filing with the G.S.T. a
8 petition for the recall of such officer or officers, to-
9 gether with the endorsements thereof under the seal of
10 at least 15% of the L.Ls. in good standing with the
11 G.L., not more than 15 of which shall be located in any
12 1 state, province or territory. Every petition for a recall
13 must contain a clear, concise statement of the specific
14 charges against such officer or officers upon which the
15 proceeding is based. All circulars issued by a L.L. for
16 the purpose of securing the endorsements of other
17 L.Ls. must be identical as to content and form, includ-
18 ing the endorsement form attached thereto. All such
19 circulars shall bear the date of issuance, be made re-
20 turnable to the L.L. issuing same and deposited by
21 such L.L. with the G.S.T. within 45 days after the date
22 thereof.

23 Upon receipt of the petition and endorsements for
24 recall, the G.S.T. shall notify the officer or officers
25 whose recall is sought and furnish him/her or them
26 with a correct copy of the petition and the numbers of
27 the L.Ls. appearing as endorsers thereof. Such officer
28 or officers may, within 10 days thereafter, file a written
29 statement of defense, containing not more than 500
30 words, with the G.S.T., who shall cause the same to be
31 printed and mailed to all L.Ls. concurrently with the

1 call for the endorsements for nominees hereinafter
2 provided for.

3 In the event the officer or officers whose recall is
4 sought declines to defend the charges and resigns from
5 office, thereby creating a vacancy or vacancies, said
6 vacancy or vacancies shall be filled by an appointment
7 or appointments by the E.C. not later than 60 days after
8 the occurrence of such vacancy or vacancies. Those
9 members appointed to fill the unexpired terms of of-
10 fice shall meet all eligibility requirements of the Con-
11 stitution pertaining to candidates for the office to
12 which they are appointed.

13 In the event the officer or officers whose recall is
14 sought opposes the recall, the G.S.T. shall, on the 1st
15 of the month next following, issue a circular to all
16 L.Ls. calling for endorsements of nominees for the of-
17 fice or offices held by the officer or officers whose re-
18 call is sought. The selection of candidates and the
19 election, and the tabulating and counting of the votes,
20 except as hereinafter modified, shall proceed in ac-
21 cordance with the election laws set forth, substituting
22 the name of such months as may be necessary to hold
23 an interim election in place of those months specified
24 in other Secs. of this Art.

25 Unless the officer whose recall is sought lacks the
26 necessary qualifications or files a written declination
27 with the G.S.T., his/her name shall be printed upon the
28 official ballot together with the name of the one other
29 candidate who has received at least 25 endorsements
30 and the greatest number of endorsements as candidate
31 for nominee for that office. Should the officer whose
32 recall is sought decline to be a candidate or lack the
33 necessary qualifications, then the names of 2 members
34 who have each received at least 25 endorsements and

1 greatest and next greatest number of endorsements, re-
2 spectively, as candidates for nominee for such office,
3 shall be printed upon the official ballot as candidates
4 for such office.

5 The candidate for any office who received the great-
6 est number of votes in any recall election shall be
7 promptly notified of his/her election by the G.S.T. If
8 the officer whose recall is sought is not elected, his/her
9 tenure of office shall terminate 15 days after the result
10 of the election is announced and the newly elected of-
11 ficer shall thereupon assume the duties of the office.

ARTICLE IV

DELEGATES TO THE AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS AND OTHER AFFILIATIONS

International President First Delegate

1 SEC. 1. The I.P., by virtue of his/her office, shall
2 attend all conventions of affiliated bodies as a regular
3 delegate and act as chairperson of the delegation.

4 If the I.P. cannot attend, the E.C. shall name the
5 chairperson of the delegation. When only one delegate
6 is permitted, if possible or proper, the I.P. shall be the
7 delegate; if not possible or proper, then the E.C. shall
8 make the assignment.

Assignment of Delegates

9 SEC. 2. Prior to a convention of any organization
10 with which the G.L. is affiliated, the E.C. shall assign
11 the proper number of delegates permitted under the
12 laws of the organization involved and direct them to
13 represent the I.A.M.

Division of Votes

14 SEC. 3. The number of votes to which the G.L. is
15 entitled shall be equally divided among its delegates.

Salary

16 SEC. 4. Delegates to conventions of affiliated bod-
17 ies shall receive \$50.00 per day or an amount equal to

1 8 hours' pay at the delegate's rate, whichever is
2 greater, as compensation for time spent in attending
3 such conventions.

ARTICLE V

EXECUTIVE COUNCIL

Membership and Meetings

1 SEC. 1. The E.C. shall consist of the I.P., the G.S.T.
2 and the G.V.Ps. The I.P. shall be the chairperson and
3 the G.S.T. shall be the secretary of the E.C. Meetings
4 shall be called by the chairperson from time to time as
5 the affairs of the I.A.M. require consideration by the
6 E.C., and meetings must be called by him/her upon re-
7 quest from a majority of the officers composing the
8 E.C.

Powers

9 SEC. 2. Between conventions all executive and ju-
10 dicial powers of the G.L. shall be exercised by the E.C.
11 sessions of which shall have the authority to propose
12 changes in the Constitution pursuant to the provisions
13 of Art. XX, and the power to require reports from any
14 officer or officers of a L.L., D.L., or the G.L., or to
15 suspend and/or remove any such officer or officers for
16 justifiable cause.

Investment of Funds

17 SEC. 3. The E.C. shall have full control over the
18 funds, deposits, investments and property of every
19 kind, nature and description belonging to the G.L. All
20 investments of G.L. funds, made upon the order of the
21 E.C., shall be in the name of the G.L., so that no
22 amounts can be withdrawn therefrom without the sig-
23 natures of the I.P., the G.S.T., and a G.V.P., upon an

1 order to which the seal of the G.L. is attached. The
2 E.C. may withdraw investments, negotiate loans upon
3 securities belonging to the G.L., and sell such securi-
4 ties as the needs of the G.L. may require; but no such
5 withdrawals, sales, or transfers shall be negotiated
6 without the authority of the E.C. evidenced by the sig-
7 natures of the I.P., the G.S.T., and a G.V.P., upon which
8 the seal of the G.L. is attached.

9 G.L. funds shall be invested in such securities or
10 other investments deemed to be in the best interests of
11 the I.A.M. in which a prudent person or a person acting
12 in a fiduciary capacity would invest under the circum-
13 stances. Such investments may include United States
14 Government bonds or notes, state and municipal bonds
15 supported by the general income of the state or munic-
16 ipality, Canadian Government bonds, Certificates of
17 Deposit insured by the Federal Deposit Insurance Cor-
18 poration, corporate stocks, bonds and securities listed
19 on the principal stock exchanges. Except as otherwise
20 provided in this Constitution, or authorized by any res-
21 olutions adopted by G.L. conventions, or resolutions
22 of the E.C. between conventions pursuant to authority
23 herein granted, all expenditure and disbursement of
24 funds and property of the I.A.M. shall be in accordance
25 with its established practices, customs and procedures,
26 including but not limited to, expenses for charitable,
27 educational, legislative, economic, political, social and
28 cultural purposes in the interest and for the benefit of
29 the I.A.M. and its members.

30 The funds, property, or assets of the G.L. shall not
31 be loaned or appropriated for any other than the legit-
32 imate purposes of the I.A.M.

Financing Strikes

1 SEC. 4. The E.C. may draw upon G.L. funds to fi-
2 nance any strike or lockout.

ARTICLE VI**INTERNATIONAL PRESIDENT****Duties**

1 SEC. 1. The I.P. shall preside at meetings of the
2 G.L. He/She shall serve as chairperson of the E.C.
3 He/She shall preserve order, and in cases where the
4 vote is equally divided in a convention or a meeting of
5 the E.C., he/she shall cast the deciding vote. He/She
6 shall enforce the laws of the I.A.M., its policies, rules
7 and regulations approved by the E.C. and bylaws of
8 L.Ls. and D.Ls. approved by the I.P., and decide ques-
9 tions of order and usage and constitutional questions,
10 subject, however, to an appeal as provided in the Code,
11 Art. L.

12 He/She shall have the authority, with the approval
13 of the E.C., to approve mergers or consolidations of
14 other labor organizations into the I.A.M. and to tem-
15 porarily waive or alter such laws and policies of the
16 I.A.M. as may be necessary to effectuate such mergers
17 or consolidations.

Signing Orders

18 SEC. 2. The I.P. shall countersign all orders for the
19 payment of money by the G.L. and for the withdraw-
20 ing of money on deposit to its account.

Chief Organizer

21 SEC. 3. The I.P. shall be the chief organizer of the
22 G.L. and shall have full control of all G.L.Rs. and of
23 all organizing. He/She shall provide suitable literature

1 for organizing purposes and have the authority when
2 conditions warrant to appoint G.L.Rs. and assign them
3 to such localities and for such particular terms and du-
4 ties as shall be for the best interests of the I.A.M., all
5 of which shall be subject to the approval of the E.C.

Dispensations ----- Canada

6 SEC. 4. The I.P. shall have the authority to establish
7 the fees charged in organizing campaigns in Canada to
8 comply with Federal and Provincial laws. He/She may
9 also determine the organizing jurisdiction in all organ-
10 izing campaigns in Canada.

Special Dispensations

11 SEC. 5. The I.P. shall have the authority to grant
12 special dispensation to waive or reduce dues, G.L. per
13 capita tax, initiation and/or reinstatement fees in exist-
14 ing L.Ls. for special cases where organizing activities
15 are in progress or are contemplated, for such periods
16 of time as he/she may determine.

17 The I.P. shall also have the authority to grant special
18 dispensation to waive or reduce dues, G.L. per capita
19 tax, initiation and/or reinstatement fees in newly orga-
20 nized bargaining units.

Assignment of Officers and Appointment of Committees

21 SEC. 6. The I.P. shall assign the elected G.V.Ps. to
22 such territories or industries as are necessary to pro-
23 mote the best interests of the I.A.M. as provided in
24 SEC. 1, Art. VIII.

1 He/She shall also appoint all officers pro tem or
2 committees not otherwise provided for, and may dep-
3 utize other members to perform any of the duties of
4 his/her office, except that during his/her absence from
5 G.L. Headquarters he/she shall, if he/she deems it nec-
6 essary, designate 1 of the elected G.L. officers to exer-
7 cise the authority of his/her office.

Supervision of Local and District Lodges, Councils and Conferences

8 SEC. 7. The I.P. shall have the general supervision,
9 direction and control of all L.Ls., D.Ls., councils and
10 conferences and the officers thereof.

11 The I.P. shall have authority to place under his/her
12 direct supervision, direction and control any L.L.,
13 D.L., council or conference when he/she determines
14 that the good and welfare of this Association or the
15 membership is placed in jeopardy for any of the rea-
16 sons set forth in SEC. 8 of this Art., pending approval
17 of the E.C.

Purposes for Which a Suspension or Trusteeship May Be Established

18 SEC. 8. A suspension or trusteeship of a L.L., D.L.,
19 council or conference may be imposed whenever the
20 I.P. has or receives information which leads him/her
21 to believe that such organization: (1) is violating the
22 Constitution, the laws, policies, rules and regulations
23 of the G.L., or the bylaws of such L.L., D.L., council
24 or conference approved by him/her or the E.C.; (2) is
25 endangering the good and welfare of the organization
26 or the membership; (3) is being operated in such a
27 manner as to jeopardize the interests of the I.A.M. or

1 its subordinate bodies; or (4) if the I.P. believes that
2 such action is necessary for the purpose of: (a) correct-
3 ing financial malpractice; (b) assuring the perfor-
4 mance of collective bargaining agreements or other
5 duties of the bargaining representative; (c) preventing
6 any action which is disruptive of, or interferes with,
7 the performance of obligations of other members or
8 subordinate bodies under collective bargaining agree-
9 ments; (d) restoring democratic procedures; or (e) car-
10 rying out the legitimate objectives of this Union.

Suspension of Local Lodges, District Lodges, Councils and Conferences, Their Officers and Representatives

11 SEC. 9(a). Whenever the I.P. determines that any of
12 the circumstances described in SEC. 8 exist, he/she
13 may appoint a temporary Trustee to take charge and
14 control over the affairs of such subordinate body. All
15 officers and representatives shall be suspended with-
16 out pay pending their appointment by the temporary
17 Trustee to serve as Deputy Assistants. In the event that
18 an officer or elected representative is not so appointed,
19 he/she shall be served with specific charges and all
20 procedural protections provided by Art. L. In the event
21 that any Art. L proceeding results in a verdict of not
22 guilty, such officer or elected representative shall be
23 reimbursed for lost salary and benefits. A suspension
24 under this provision shall operate only to suspend the
25 right of such person to occupy any office or position
26 or perform any of the functions thereof, but all other
27 membership rights shall remain unaffected unless and
28 until he/she has been served with charges and tried and
29 convicted in accordance with the procedures set forth
30 in Art. L.

1 At the time of the appointment, the I.P. shall issue a
2 notice setting forth his/her reasons for believing that
3 such action is necessary and setting a time and place
4 for a hearing for the purpose of determining whether
5 such Trusteeship shall be continued or dissolved. Such
6 hearing shall commence within thirty (30) days of the
7 imposition of the Trusteeship, but in no event shall the
8 subordinate body be given less than ten (10) days no-
9 tice of the hearing date to prepare its response to the
10 issues identified in the I.P.'s notice.

11 (b). In the case of hearings conducted pursuant to
12 this Art., the I.P. shall appoint a trial committee com-
13 posed of uninvolved members of the I.A.M. Hearings
14 shall be conducted in accordance with the procedures
15 set forth in Art. L, to the extent possible. The trial
16 committee shall have the authority to promulgate pro-
17 cedural rules to ensure an orderly hearing and to pro-
18 tect the rights of all participants. The representative of
19 the I.P. shall present his/her case in support of the Trus-
20 teeship first. Officers or former officers of the subor-
21 dinate body shall have the opportunity to express their
22 views concerning the Trusteeship. The trial committee
23 shall have the authority to restrict testimony to the is-
24 sues set forth in the I.P.'s notice and, at its discretion,
25 to such related matters as are relevant to the issue of
26 whether the maintenance of a Trusteeship is war-
27 ranted.

28 The trial committee shall render a recommendation
29 as to whether the Trusteeship should be continued
30 within sixty (60) days of the completion of the hearing.
31 The I.P. shall issue a decision within fifteen (15) days
32 after receipt of such recommendation and the decision
33 shall be promptly transmitted to the subordinate body.
34 Appeals, if any, from determinations following such

1 hearings shall be taken to the E.C., in accordance with
2 the requirements of SEC. 13, Art. L. In the event the
3 I.P. or E.C. decides to dissolve a Trusteeship already
4 imposed and to restore the subordinate body to self-
5 government, any officers who may have been removed
6 by the Trustee and whose term of office has not ex-
7 pired, shall be reinstated to the positions which they
8 held at the commencement of the Trusteeship; pro-
9 vided that he/she has not been convicted of having vi-
10 olated any provision of this Constitution or applicable
11 bylaws, pursuant to proceedings under Art. L. The
12 time requirements set forth in this SEC. shall not be
13 mandatory but are only directory.

14 (c). The Trustee shall act under the supervision of
15 the I.P. He/She shall be authorized to take full charge
16 of the affairs of the subordinate body, and to take such
17 other actions as in his/her judgment are necessary for
18 the preservation of the subordinate body and to accom-
19 plish the purposes for which the Trusteeship was im-
20 posed.

21 (d). Upon imposition of a Trusteeship, the former
22 officers of the subordinate body shall turn over all
23 monies, books, records and properties of the subordi-
24 nate body to the Trustee, who shall make an account-
25 ing of same. The Trustee shall pay all outstanding
26 claims, if funds are sufficient. If the funds are not suf-
27 ficient, he/she shall first satisfy any obligations owed
28 to the G.L. under this Constitution and then settle the
29 most worthy claims, as his/her judgment dictates, un-
30 less otherwise directed by the I.P.

Report to Executive Council

31 SEC. 10. Whenever the I.P. submits, through corre-
32 spondence, any question to the members of the E.C.

1 for their decision, he/she shall notify them, and all
2 other parties in interest, of the decision of the E.C. im-
3 mediately upon receipt thereof.

Grand Lodge Representatives

4 SEC. 11. G.L.Rs. appointed by the I.P. under au-
5 thority of SEC. 3 of this Art. shall be members in con-
6 tinuous good standing for at least 5 years immediately
7 prior to their appointment, free from delinquencies of
8 any nature to any L.L., D.L., or the G.L. They shall
9 also qualify under SEC. 5, Art. I.

Relief of Canadian Membership from Certain Requirements of Landrum-Griffin Act

10 SEC. 12. To the extent permitted by civil law, the
11 I.P., with the approval of the E.C., is authorized to
12 grant administrative relief to the Canadian member-
13 ship from certain objectionable provisions of this Con-
14 stitution which were inserted solely because of the
15 requirements of the Labor-Management Reporting and
16 Disclosure Act of 1959, commonly called the
17 Landrum-Griffin Act.

ARTICLE VII**GENERAL SECRETARY-TREASURER****Duties**

1 SEC. 1. The G.S.T. shall be the secretary and keep
2 correct records of all meetings of the E.C. and of all
3 conventions of the G.L. He/She shall cause the pro-
4 ceedings of all meetings of the E.C. to be printed in
5 pamphlet form and mail a copy thereof to each L.L.
6 within 90 days from the date the minutes of the meet-
7 ing are approved. He/She shall conduct all corre-
8 spondence in the name of the G.L., excepting
9 correspondence dealing with the duties and responsi-
10 bilities of the office of the I.P., and be subject to the
11 directions of the E.C. Whenever necessary he/she may
12 visit any L.L. or D.L. for the purpose of instructing the
13 officers in the performance of their duties. He/She
14 shall assume responsibility regarding the issuance of
15 Veteran Badges. He/She shall have the general super-
16 vision of the business of his/her office and, upon re-
17 quest, shall submit his/her books of account together
18 with all papers, files, documents, etc., in his/her pos-
19 session for the inspection of the E.C. and the certified
20 public accountant. He/She shall also codify and index
21 the various articles and sections of this Constitution.

Receipt of Funds

22 SEC. 2. The G.S.T. shall receive all funds paid to
23 the G.L. from all sources and distribute same to the
24 credit of the accounts for which they are intended.
25 District lodges, local lodges not affiliated with a full
26 service district lodge, and unaffiliated local lodges, at

1 their option, may elect to have all monthly member-
2 ship dues and fees collected by the G.S.T. Initiation
3 and reinstatement fees will be reconciled with the D.L.
4 and/or L.L. The G.S.T. shall distribute the appropriate
5 amounts from the monthly dues and fees collected to
6 the D.L.s and LLs. He/She shall keep a systematically
7 arranged book account between the G.L. and each L.L.
8 He/She shall, upon request of any L.L., furnish a copy
9 of the expense account of any paid representative of
10 the G.L. for the period specified by such L.L., pro-
11 vided such request does not include a period prior to
12 the next preceding G.L. audit.

Deposit of Funds

13 SEC. 3. All monies received by the G.S.T. shall be
14 deposited daily by him/her in a bank of sound financial
15 standing in the name of the G.L., which deposit shall
16 be subject to withdrawal check signed by the G.S.T.
17 and countersigned by the I.P. He/She shall invest, in
18 conformity with the provisions as contained in SEC. 3,
19 Art. V., the accumulated G.L. funds in excess of
20 \$100,000 as directed by the E.C.

Per Capita Tax and Fees

21 SEC. 4. The G.S.T. shall collect per capita tax in
22 proportion to the business transacted as shown by the
23 regular monthly report of each L.L., in accordance
24 with the following rates, which include subscriptions
25 to the I.A.M.'s magazine, THE JOURNAL, which will
26 be published periodically, and the premium of L.L. and
27 D.L. officers' and employees' bonds as required by
28 law or G.L. policy, up to a maximum of \$10,000 as
29 prescribed in SEC. 6 of this Art.

1 Monthly per capita tax for all members:

2 Effective January 1, 2009, the monthly per capita
3 tax due G.L. shall be equal to the per capita tax in ef-
4 fect for 2008 plus \$4.00 plus the percentage increase
5 in the weighted average on a union-wide basis of one
6 hour's earnings of each L.L. member in effect on the
7 31st day of August 2008. Notwithstanding any con-
8 trary language in Article XXII, Section 9, district
9 lodges which are over the minimum D.L. per capita
10 may not add any part of this \$4.00 to their per capita
11 tax without specific authorization from the member-
12 ship and in accordance with D.L. bylaws.

13 Effective January 1, 2011, the monthly per capita
14 tax due G.L. shall be increased by \$2.00 plus the aver-
15 age of the percentage increase in the Consumer Price
16 Index for Urban Wage Earners and Clerical Workers
17 (CPI-W) as published by the U.S. Department of La-
18 bor's Bureau of Labor Statistics and the Canadian
19 Consumer Price Index as published by Statistics Can-
20 ada. The "not seasonally adjusted" indices will be
21 used. Notwithstanding any contrary language in Arti-
22 cle XXII, Section 9, district lodges which are over the
23 minimum D.L. per capita may not add any part of this
24 \$2.00 to their per capita tax without specific authori-
25 zation from the membership and in accordance with
26 D.L. bylaws.

27 Effective January 1, 2012, and each January 1 there-
28 after, the monthly per capita tax due G.L. shall be in-
29 creased by the percentage increase in the CPI indices
30 as described above.

31 Ninety percent (90%) of the regular G.L. per capita
32 tax or the reduced G.L. per capita tax, whichever is the
33 lower, shall be allocated to the General Fund. Ten per-

1 cent (10%) of the regular G.L. per capita tax or the re-
 2 duced G.L. per capita tax, whichever is the lower, shall
 3 be allocated to the Strike Fund.

4 Benefits from the Strike Fund shall be paid in accord-
 5 ance with SEC. 6, Art. XVI.

6 **Monthly dues for**

7 **G.L. affiliation.....determined by the E.C.**

8 **Unemployment stamp..... \$ 1.00**

9 **Permanent retirement card**

10 **for all members \$15.00**

11 **Initiation or reinstatement per**

12 **capita tax \$15.00**

13 **Reinstatement per capita tax when dues books**

14 **or dues cards are issued by G.S.T.**

15 **(Secs. 5, 15, and 19, Art. I)..... \$15.00**

16 **G.L. initiation or**

17 **reinstatement fee.....determined by the E.C.**

18 Upon receipt of per capita tax, accompanied by the
 19 report of any L.L., the G.S.T. shall furnish stamps as
 20 receipts, in proportion to the number of initiations, re-
 21 instatements and number of months' dues paid.
 22 He/She shall also keep a record of all members affili-
 23 ated with G.L.

24 The G.S.T. shall furnish a uniform dues book or
 25 dues card at cost to L.Ls. in which stamps may be af-
 26 fixed and cancelled. Dues books shall contain spaces
 27 for the entering therein of transfers, assessments and
 28 the designation of the amount of dues charged by each
 29 L.L., and for the registering of votes in G.L. elections.
 30 Space shall also be provided for the insertion of the
 31 Congressional or Assembly District, Legislative As-
 32 sembly or Parliamentary Constituency of the member.

1 The G.S.T. is authorized to discontinue the forego-
2 ing use of the dues book and dues stamps and substi-
3 tute therefore a more modern means, and/or more
4 automated methods, of identification and verification
5 of membership standing when in his/her judgment
6 such changes are feasible and practicable and after ap-
7 proval by the E.C. The G.S.T. is also authorized to
8 adopt more modern procedures for reporting the pay-
9 ment of per capita taxes when, in his/her judgment,
10 such technology is practicable and after approval by
11 the E.C.

12 Those L.Ls. on a dues book system will remain on
13 that system for identification and verification of mem-
14 bership standing, unless a L.L. takes formal action re-
15 questing a change to the dues card system, and advises
16 the G.S.T. over the signature of the R.S. and the seal
17 of the L.L. Any L.L. changing from the dues book sys-
18 tem to the dues card system shall not be permitted to
19 return to the dues book system.

Audit of Local and District Lodges, Councils or Conferences

20 SEC. 5. The G.S.T. shall audit the books of any
21 L.L., D.L., council or conference whenever in his/her
22 opinion such an audit is advisable; such audits shall
23 include health and welfare funds, insurance or benefit
24 funds, building associations, etc., which are operated
25 in the interests of the members or administered and di-
26 rected under the control of the L.L., D.L., council or
27 conference, and he/she shall from time to time appoint,
28 with the approval of the E.C., such auditors as may be
29 necessary to carry on this work.

1 Upon demand therefore by the G.S.T., the officers
2 of any L.L., D.L., council or conference shall forth-
3 with surrender and turn over to the G.S.T. or to an au-
4 ditor whom he/she may designate, all books, vouchers,
5 bills, receipts and records of such L.L., D.L., council
6 or conference. Any L.L., D.L., council or conference
7 or officer thereof, who refuses to comply with the pro-
8 visions of this SEC. shall be liable to suspension or
9 expulsion by the E.C. The G.S.T. in cases of chronic
10 lodge indebtedness and/or failure to file forms as re-
11 quired by this Constitution, may require that member-
12 ship dues be remitted directly to G.L. for such time as
13 he/she deems appropriate. The G.S.T. shall distribute
14 the appropriate amounts from the monthly dues and
15 fees collected to the D.L.s and L.L.s.

16 Officers of L.L.s., D.L.s., councils or conferences,
17 who shall be found to be indebted to any such body by
18 reason of any shortage of funds, accounts or securities
19 entrusted to them, shall immediately be suspended
20 from office and thereafter be subject to discipline, up
21 to and including permanent disqualification from
22 holding any office or representing members of the
23 I.A.M. in any capacity, provided, however, that the
24 E.C. shall have authority to adjust the discipline, up to
25 and including reinstatement of such former officer to
26 full membership rights, including the right to hold of-
27 fice and represent other members, for good cause and
28 where permitted by law.

Bonding of Officers and Employees of Local and District Lodges, State Councils and Conferences

29 SEC. 6. The G.S.T. shall, with the approval of the
30 E.C., arrange with a recognized bonding company for
31 the issuing of bonds in the amount of \$10,000 to be

1 paid for by the G.L. providing coverage for all officers
2 and employees of, as well as such other individuals as
3 are required by law or G.L. Policy to be bonded in con-
4 nection with each L.L., D.L., state council or confer-
5 ence. The G.S.T. may take advantage of long-term
6 bonding and premium discounts. Where coverage in a
7 greater amount than \$10,000 is required by law or G.L.
8 Policy, the G.S.T., using as a base current audit reports,
9 will arrange for the issuance of such required bonds,
10 and the bonding company will bill the L.L., D.L., state
11 council or conference for the premiums of such excess
12 amounts. Where additional coverage of people is re-
13 quired by law or G.L. policy, and such people are not
14 already covered by the bonds obtained by the G.L. in
15 the amount of \$10,000 as aforesaid, such bonds shall
16 be obtained and paid for by the L.L., D.L., state coun-
17 cil or conference involved.

18 Each L.L., D.L., state council or conference shall be
19 notified by the G.S.T. of the name and address of the
20 bonding company selected to handle bonds arranged
21 by the G.L. in accordance with the foregoing. Any
22 L.L., D.L., state council or conference desirous of cov-
23 ering its officers, employees or other people in an
24 amount greater than that herein required, shall arrange
25 with such company to obtain such additional bonds
26 and pay the premiums therefore.

Reports

27 SEC. 7. Decisions rendered by the I.P. or by the
28 E.C., whether through correspondence or in regular
29 session, shall be published in full by the G.S.T. in the
30 next monthly pamphlet containing itemized statement
31 of receipts and expenditures provided for in SEC. 2 of
32 this Art.; and he/she shall perform such other duties as

1 may be required of him/her by the laws, customs and
2 usages of this Constitution.

Assistant

3 SEC. 8. The G.S.T. shall appoint an assistant secre-
4 tary, who must be a member, and employ such other
5 help as may be necessary to perform the work of
6 his/her office, subject to the approval of the E.C.

Duties of Assistant Secretary

7 SEC. 9. The assistant secretary shall perform all du-
8 ties assigned to him/her by the G.S.T., and in the ab-
9 sence of that official, shall have supervision of the
10 office.

Grand Lodge Auditors

11 SEC. 10. G.L.As. appointed by the G.S.T. under
12 authority of SEC. 5 of this Art. shall be members in
13 continuous good standing for at least 5 years immedi-
14 ately prior to their appointment, free from delinquen-
15 cies of any nature to any L.L., D.L. or the G.L. They
16 shall also qualify under SEC. 5, Art. I. They shall per-
17 form such services as may be required of them by the
18 G.S.T.

ARTICLE VIII**GENERAL VICE PRESIDENTS****Duties**

1 SEC. 1. When not in attendance at meetings of the
2 E.C., the G.V.Ps. shall act as general organizers, or
3 shall perform such duties, in such territories or indus-
4 tries as may be decided by the I.P. to be for the best
5 interests of the I.A.M., and shall report their activities
6 from time to time as may be deemed necessary.

Reports and Expense Statements

7 SEC. 2. During each week, the G.V.Ps. shall file
8 with the I.P. an itemized account and full report of their
9 expenses and activities as officers of the G.L.

ARTICLE IX**SALARIES**

1 SEC. 1. For the faithful performance of their duties,
2 the G.L. officers listed below shall be paid annual sal-
3 aries in 52 equal weekly installments per year based
4 upon the following schedule:

5 International President

6 Effective January 1, 2001 \$180,000

7 General Secretary-Treasurer

8 Effective January 1, 2001 \$170,000

9 General Vice Presidents

10 Effective January 1, 2001 \$155,000

11 Effective January 1, 2011 and each January 1st
12 thereafter, the above-named officers shall have their
13 salaries increased by the average of the percentage in-
14 crease in the Consumer Price Index for Urban Wage
15 Earners and Clerical Workers (CPI-W) as published by
16 the U.S. Department of Labor's Bureau of Labor Sta-
17 tistics and the Canadian Consumer Price Index as pub-
18 lished by Statistics Canada. The "not seasonally
19 adjusted" indices will be used.

20 Salaries of G.L.Rs. and G.L.As. are subject to ad-
21 justment by the E.C.

ARTICLE X

OFFICE AND EXPENSE LIMITATIONS

Hold No Other Office

1 SEC. 1. No officer of the G.L. or of any L.L. or
2 D.L. who is expected to devote full time to the duties
3 of the office, shall accept any office or other position
4 from any other organization or institution unless it is
5 such as will advance the common interests of the
6 working classes, nor shall any member of any L.L.
7 hold membership in any other organization inimical to
8 the interests of the I.A.M.

Expense Allowance

9 SEC. 2. G.L. officers, delegates to the A.F.L.C.I.O.,
10 delegates to the C.L.C., members of the Committee on
11 Law, G.L.Rs. and G.L.As., shall be allowed actual and
12 necessary transportation and hotel expenses when
13 away from home on official business, subject to the
14 approval of the E.C. During each week all elected and
15 appointed officers and appointed representatives shall
16 file with the I.P. an itemized account of their expenses
17 while on official business of this Organization.

Officers' Expenses at Headquarters

18 SEC. 3. The I.P., 1 G.V.P. and the G.S.T. shall have
19 Upper Marlboro, Maryland, designated as their head-
20 quarters, and these officers shall be allowed expenses
21 provided in SEC. 2 of this Art. where the performance
22 of their official assignments requires them to reside in
23 a hotel in the Washington, D.C. area.

General Vice Presidents' Headquarters

1 SEC. 4. All other G.V.Ps. shall be assigned to a
2 home headquarters and no hotel expenses shall be al-
3 lowed when stationed at such designated headquarters.

ARTICLE XI

BUSINESS AGENCIES AND ORGANIZERS

Establishment and Maintenance

1 SEC. 1. G.L. shall establish and maintain business
 2 agencies upon railroads and airlines, in industries and
 3 localities, whenever the establishment and mainte-
 4 nance of the same is approved and authorized by the
 5 E.C. The amount paid by the G.L. to business agencies
 6 and D.Ls. and L.Ls. or D.L. organizers shall be in each
 7 case one-half of the monthly salary paid to the busi-
 8 ness representative or general chairperson, and L.L. or
 9 D.L. organizers, with the minimum and maximum
 10 amounts as follows:

	MINIMUM	MAXIMUM
11 January 1, 2000	\$2,157	\$3,370

13 Effective January 1, 2011 and each January 1st
 14 thereafter, the above minimum and maximum shall be
 15 increased by the average of the percentage increase in
 16 the Consumer Price Index for Urban Wage Earners and
 17 Clerical Workers (CPI-W) as published by the U.S.
 18 Department of Labor's Bureau of Labor Statistics and
 19 the Canadian Consumer Price Index as published by
 20 Statistics Canada. The "not seasonally adjusted" indi-
 21 ces will be used.

22 All D.Ls. or L.Ls. employing 1 or more business
 23 representatives, general chairpersons or organizers
 24 shall pay at least the minimum.

25 The I.P. may give special dispensation to L.Ls. or
 26 D.Ls. that financially cannot meet the minimum sal-
 27 aries and who request that no increase be given to

1 business representatives, general chairpersons or or-
2 ganizers. This dispensation may be granted once
3 yearly.

Control of Business Representatives

4 SEC. 2. The I.P., with the approval of the E. C.,
5 shall discontinue the financial support of the G.L. in
6 any case where, in his/her or its opinion, the conduct
7 or results obtained by any business representative or
8 agency are unsatisfactory. All business representa-
9 tives, whether they are or are not receiving financial
10 assistance from the G.L., are under the general super-
11 vision of the I.P. The I.P. shall have the authority to
12 depute any business representative to act as a repre-
13 sentative of the G.L. and may direct him/her to per-
14 form special assignments at the I.P.'s direction, within
15 or without the representative's respective districts or
16 localities. Business representatives established pursu-
17 ant to SEC. 3 of this Art. shall remain employees of
18 their respective L.L. or D.L. while performing any
19 such special assignment.

Servicing of Local and District Lodges

20 SEC. 3. Each L.L. and/or D.L. shall establish, sub-
21 ject to approval by the E.C., a sufficient number of
22 business representatives to properly service the mem-
23 bership of the L.L. and/or D.L. so that servicing can be
24 done with a minimum of G.L. assistance. In cases
25 where this is not or cannot be accomplished, the E.C.
26 can order the consolidation of a small L.L. to ensure
27 proper servicing of the membership and, further, can
28 order the establishment of business agencies where a
29 L.L. and/or D.L. fails to do so.

Qualifications

1 SEC. 4. Members shall not be permitted to serve as
2 business representatives unless they have been in con-
3 tinuous good standing for at least 2 years and must be
4 working at the trade 1 year immediately prior to their
5 nomination and free from delinquencies of any nature
6 to a L.L., D.L. or the G.L. The qualification "working
7 at the trade" shall not apply to members who are sala-
8 ried full-time employees of any L.L., D.L. or G.L., a
9 council, conference, or the A.F.L.C.I.O. or C.L.C., nor
10 shall it apply to members who experience a layoff dur-
11 ing the one year period immediately prior to their nom-
12 ination, or to members who have been unable to obtain
13 employment at the trade because of a strike, lockout,
14 discrimination, or temporary physical disability. All
15 business representatives must qualify under SEC. 5,
16 Art I. No business representative may hold any office
17 in the gift of any L.L. or D.L. excepting that of presi-
18 dent of a D.L., or L.L., where no D.L. exists. A busi-
19 ness representative may serve as a delegate to any
20 affiliated body and to conventions. The term of service
21 of business representatives shall be provided for in the
22 bylaws of the L.L. or D.L., but such term shall be of
23 not less than 3 years nor more than 4 years.

Reports

24 SEC. 5. All business representatives, general chair-
25 persons and organizers shall file periodic reports of
26 their activities. The frequency, content and form of the
27 reports shall be determined by the I.P.

Location of Activities

1 SEC. 6. The work of all business representatives
2 shall be confined to the railroad, airline, industry, or
3 locality for which they are respectively elected, unless
4 otherwise ordered by the I.P. or the E.C. While on spe-
5 cial service, business representatives shall be paid
6 their actual hotel and transportation expenses.

ARTICLE XII

REVENUE OF THE GRAND LODGE

Source of Revenue

1 SEC. 1. The revenue of the G.L. shall be derived
2 from the sale of supplies, collection of dues, per capita
3 tax, initiation fees, reinstatement fees, the income
4 from the publication of THE JOURNAL, interest, in-
5 vestments, and such special assessments as may be
6 levied from time to time.

Assessments

7 SEC. 2. Whenever in the opinion of the E.C. addi-
8 tional funds over and above the regular income are
9 necessary to carry on the work of the G.L., the E.C.
10 shall recommend the levying of a special assessment
11 and the G.S.T. shall prepare a ballot and submit the
12 same for approval of the members in good standing
13 voting in a secret ballot referendum. If a majority of
14 members voting in said referendum vote in favor of
15 the assessment, it shall become effective and a lawful
16 charge payable by each member on the date specified
17 by the E.C. Monies received through a G.L. assess-
18 ment shall be used only for the purpose specified on
19 the ballot submitted to the membership.

ARTICLE XIII**AUDITS OF GRAND LODGE ACCOUNTS AND
BONDING OF GRAND LODGE OFFICERS,
REPRESENTATIVES AND EMPLOYEES****Audits**

1 SEC. 1. The G.S.T. with the approval of the E.C.
2 shall employ a bonded certified public accountant (the
3 amount of bond to be determined by the E.C.) who will
4 proceed in the 3rd week in January of each year to ex-
5 amine and make a complete audit of the books and ac-
6 counts of the G.L. covering the 12 month period
7 ending the previous December 31.

8 A full report, including a statement of all assets and
9 liabilities of the G.L., shall be published over the sig-
10 nature and verified under oath by the certified public
11 accountant.

12 Compensation of the certified public accountant
13 shall be assumed by the G.L.

Bonding

14 SEC. 2. All G.L. officers, representatives, or em-
15 ployees who handle funds or property of the G.L., or
16 of a trust in which the G.L. is interested, shall be
17 bonded prior to assuming office or employment posi-
18 tions in such amounts as may be required by the E.C.
19 in compliance with applicable law, the expense of
20 which bonding shall be borne by the G.L.; provided,
21 however, that neither the I.P. nor the G.S.T. shall be
22 bonded in an amount less than \$100,000.

ARTICLE XIV**GRAND LODGE PENSION**

1 SEC. 1. The G.L. shall continue the Pension Plan
2 covering all G.L. elective and appointive officers, rep-
3 resentatives and employees (except those employees
4 who are excluded from coverage under the terms of
5 their collective bargaining agreement); all business
6 representatives and general chairmen of L.L.s and
7 D.L.s; all persons employed by L.L.s and D.L.s, as
8 elected president, elected secretary-treasurer, or as
9 G.L. credentialed organizer; the employees of the
10 Transportation Communications Union as set out in
11 the TCU-IAM Affiliation Agreement; and such other
12 group of employees as determined by the Trustees.

13 SEC. 2. This Pension Plan shall be continued and
14 administered under a Trust Agreement and Plan. The
15 Plan shall be known as the International Association
16 of Machinists and Aerospace Workers Pension Plan.
17 The Plan shall at all times be qualified plan for IRS
18 purposes and shall be administered in conformity with
19 ERISA and other applicable laws.

20 SEC. 3. The Plan shall be administered by the trus-
21 tees, consisting of the E.C., all of whom shall serve
22 without compensation, but who may, whenever neces-
23 sary in their opinion, retain legal and/or actuarial coun-
24 sel. The trustees shall have the authority to do all
25 things necessary for the proper administration of the
26 Plan, in conformity with the Trust Agreement and ap-
27 plicable law.

28 SEC. 4. The Pension Plan established by this Art.
29 shall be funded by such periodic contributions as the
30 Plan trustees deem appropriate. All funds contributed

1 herein shall be placed in a separate trust fund to be ad-
2 ministered by the trustees. The required contribution
3 to the pension fund by the L.Ls. or D.Ls. will be col-
4 lected by the G.S.T. in the form of a deduction from
5 the amount of the G.L.'s monthly contribution toward
6 the salary of all approved business representatives,
7 general chairpersons and organizers.

8 Where the G.L. does not make a monthly contribu-
9 tion to the salary of the positions covered by this pen-
10 sion fund, each L.L. and D.L. shall contribute the
11 required monthly amount. The G.S.T. shall collect
12 such contributions. Contributions shall be paid on a
13 monthly basis to the G.S.T.

14 SEC. 5. The Pension Plan may be amended by
15 the trustees only as needed to comply with the pro-
16 visions of ERISA, the Internal Revenue Code, and
17 applicable Canadian law, in consultation with the
18 Pension Review Committee, and subject to the ap-
19 proval of the E.C.

ARTICLE XV

DEATH BENEFITS

Accumulation and Eligibility

1 SEC. 1. Effective April 1, 1961, good standing
 2 members of the I.A.M. shall cease to accumulate death
 3 benefits pursuant to provisions of the I.A.M. Constitu-
 4 tion in effect prior to and including March 31, 1961.
 5 All death benefits which have been accumulated by
 6 good standing members on or before March 31, 1961,
 7 are frozen as of that date and no further benefits shall
 8 accrue. Death benefits are payable upon the death of
 9 an eligible member who was initiated or last reinstated
 10 prior to May 1, 1958.

Computation and Schedule of Amounts

11 SEC. 2. Effective January 1, 1965, the amount of
 12 the death benefit payable in behalf of eligible members
 13 shall be based upon the years of continuous good
 14 standing membership prior to April 1, 1961, exclusive
 15 of years for which retirement stamps were issued.

16 Such death benefits will be computed in accordance
 17 with the following schedule of amounts:

	Years of Continuous Creditable Membership Before April 1, 1961	Death Benefit
18	Less than 3 years	None
19	3 years	\$ 50.00
20	5 years	75.00
21	7 years	100.00
22	9 years	125.00
23		
24		
25		

1	11 years	150.00
2	13 years	175.00
3	15 years	200.00
4	17 years	225.00
5	18 years	250.00
6	19 years	275.00
7	20 years	300.00

8 The foregoing provisions of this Sec., effective Jan-
 9 uary 1, 1965, shall not change or affect in any way the
 10 method of computation by the G.L. and the amount of
 11 accumulated death benefits payable in any case where
 12 death occurred prior to January 1, 1965.

13 The death benefit covering an eligible member
 14 shall be payable upon receipt of proof of death of the
 15 member (said proof to be furnished by the attending
 16 physician, photostatic copy of the official death cer-
 17 tificate, or an undertaker's certificate) duly attested
 18 by the signatures of the president and S.T. of the L.L.
 19 of which the deceased was last a member, on forms
 20 furnished by the G.S.T. to which the seal of the L.L.
 21 must be affixed.

To Whom Paid

22 SEC. 3. Death benefits payable under the provi-
 23 sions of SEC. 2 of this Art. shall be paid to the next of
 24 kin of the deceased, in the following order:

- 25 Wife or husband
- 26 Child or children
- 27 Parent or parents
- 28 Brothers and sisters

29 In the absence of next of kin, as outlined herein, the
 30 member may designate a beneficiary on a form pro-
 31 vided for that purpose.

1 In the event a member is not survived by any next
2 of kin in the categories set forth above and has not des-
3 ignated a beneficiary on a form provided for that pur-
4 pose, or in the event the member is survived by more
5 than 1 next of kin in the applicable category, the G.L.,
6 at its option, may pay the death benefit to the deceased
7 member's estate, and in the case of the member being
8 survived by more than 1 next of kin in the applicable
9 category, such payment shall be made on behalf of all
10 next of kin in the applicable category.

11 The payment of any death benefit to a next of kin or
12 the deceased member's estate shall fully release the
13 G.L. of its obligations hereunder.

14 When the burial of a deceased member is not ar-
15 ranged by the member's relatives or friends, the mem-
16 ber's L.L., or any other L.L. in the locality, may
17 arrange for the funeral and interment and be reim-
18 bursed therefore by the G.L. from such member's ac-
19 cumulated death benefit. Any surplus remaining in a
20 member's account after payment of funeral expenses
21 shall be held by the G.L. subject to proper claim there-
22 fore.

ARTICLE XVI**STRIKES****Approval of Strike**

1 SEC. 1. In an extreme emergency, such as a reduc-
2 tion in wages, or an increase in the hours of labor,
3 where delay would seriously jeopardize the welfare of
4 members involved, the I.P. may authorize a strike
5 pending the submission to and securing the approval
6 of the E.C. In all other cases, the grievances must be
7 submitted to the E.C. and its approval obtained before
8 any strike may be declared by any L.L. or the members
9 thereof. Any L.L. or members thereof failing to com-
10 ply with the provisions of this Art. shall forfeit all
11 rights to strike benefits or other financial aid from the
12 G.L. during the unapproved period of the controversy.

Method of Declaring Strike

13 SEC. 2. Whenever a controversy arises over condi-
14 tions of employment between members and their em-
15 ployers, the L.L. having the greatest number of
16 members involved shall call a meeting of all members
17 directly affected to decide by secret ballot upon a
18 course of action. A majority of those present and vot-
19 ing on the question shall decide.

20 If a strike vote is to be taken, such vote shall be by
21 secret ballot. In order to declare a strike, such vote
22 must carry by a two-thirds majority of those present
23 and qualified to vote.

24 Where groups of shops are classified under the ju-
25 risdiction of 1 L.L., and when demands for the estab-
26 lishment and maintenance of uniform conditions in

1 such classified groups of shops have been formulated
2 and adopted by constitutional action of the L.L., then
3 all the qualified members of the L.L. employed in such
4 a classified group of shops shall be entitled to vote on
5 strike action affecting any particular shop in that clas-
6 sified group. The decision of the L.L. or L.Ls. shall be
7 transmitted to the employer or employers by the au-
8 thorized representatives of the members involved. If
9 the members involved are unable to reach an agree-
10 ment, the R.S. shall prepare a full statement and his-
11 tory of the matters in controversy and forward the
12 same to the I.P., who shall thereupon in person or by
13 deputy visit the L.L. where the controversy exists and,
14 with a member of the L.L. whose members are in-
15 volved, investigate the controversy and if possible ef-
16 fect a settlement.

17 No strike shall be declared by any L.L. or the mem-
18 bers thereof without first obtaining the consent of the
19 I.P. or the E.C.

20 Should any L.L. fail to receive the sanction of the
21 E.C., it shall hold a meeting and declare the grievance
22 at an end. Continuing such grievance after failure to
23 secure the sanction of the E.C. shall be considered suf-
24 ficient cause for the suspension of any L.L. and the
25 members thereof from all rights and privileges, at the
26 option of the E.C.

Handling of Forms and Reports

27 SEC. 3. Where agreements covering members of
28 our Association are through the D.L., all forms and re-
29 ports required pursuant to this Art. may be signed by
30 the officers of the D.L. involved, in order to expedite
31 the handling and processing of the necessary forms
32 and reports by the E.C. and I.P.

Declaring Off a Strike

1 SEC. 4. A proposal to settle or declare off an exist-
2 ing strike must be presented at a regular or called meet-
3 ing of a L.L., or a meeting of the members affected (as
4 the case may be), and decided by majority vote, by se-
5 cret ballot, of the members involved. Whenever the
6 E.C. decides that it is unwise to continue an existing
7 strike, it may order all members who have ceased work
8 in connection therewith to resume work, and there-
9 upon and thereafter all strike benefits shall cease, ex-
10 cept that the I.P., with the consent of the E.C., may
11 continue the relief in special deserving cases.

Handling Unfair Work

12 SEC. 5. Whenever work performed by members
13 engaged in an authorized strike is transferred by the
14 struck employer to another facility or employer, mem-
15 bers employed in such other facility or place of em-
16 ployment may be ordered by the L.L. or by the D.L. to
17 cease performing such work or cease working at such
18 places of employment, subject to applicable law. All
19 such orders are subject to approval by the E.C. before
20 members complying therewith are entitled to strike
21 benefits. In the event the members refuse to cease
22 work as herein described, the I.P., with the approval of
23 the E.C., may order said members to cease work until
24 the dispute is satisfactorily adjusted, or until ordered
25 to return to work by the E.C.

Strike Fund Strike Benefits

1 SEC. 6. Effective January 1, 2001, and each Janu-
2 ary 1 thereafter, 10% of each month's per capita tax
3 transmitted to G.L. shall be allocated to the Strike
4 Fund. This fund shall not be used for any other pur-
5 pose except as specified herein. Benefits shall be paid
6 from this strike fund in accordance with the following
7 provisions:

8 When \$5,000,000 has accumulated in the strike
9 fund, members who have continuous good standing
10 for at least 3 months and who have ceased work on
11 account of a grievance approved by the E.C., shall re-
12 ceive benefits from the fund. Strike benefits shall be
13 in the amount of \$150.00 per week.

14 Whenever the balance in the Strike Fund exceeds
15 \$150,000,000, strike benefits shall increase to \$175
16 per week. Whenever the balance in the Strike Fund
17 exceeds \$175,000,000, strike benefits shall increase to
18 \$200 per week. Thereafter, each increase of
19 \$25,000,000 in the Strike Fund balance shall increase
20 strike benefits by \$25.00 per week in the manner de-
21 scribed above. Any decrease in the Strike Fund bal-
22 ance shall result in a decrease in benefits to the
23 previous level, but not below \$150.00 per week. All
24 the remaining terms of Article XVI, Section 6 remain
25 in effect.

26 No benefits shall be paid unless the strike extends
27 over a period of more than 2 weeks. Thereafter, bene-
28 fit payments shall accrue commencing with the 3rd
29 week. Strike benefits shall continue to be paid through
30 the last day of the week in which the strike terminates.
31 Members on strike, but not at the time entitled to ben-

1 efits because of lacking the 3 months' membership re-
2 quired herein, shall be entitled to receive benefits as
3 soon as they have been in good standing for 3 months.

4 Notwithstanding the 3 month requirement set out
5 above, new members or individuals who were mem-
6 bers at the time of layoff and reinstated upon recall
7 may begin receiving benefits in accordance with the
8 provisions of this Sec.

9 Payment of benefits from this strike fund shall be
10 discontinued whenever the balance in the fund is re-
11 duced to a level of \$1,000,000, based on checks issued
12 and/or to be issued, in which event the E.C. shall au-
13 thorize the payment of strike donations out of the Gen-
14 eral Fund in accordance with the organization's laws
15 and policies and as provided for in Sec. 4, Art. V, of
16 this Constitution. Strike benefit payments shall not be
17 resumed from the strike fund until it again accumu-
18 lates \$5,000,000.

19 Whenever strike sanction is granted, the L.L. and/or
20 D.L. will be notified of the number of members eligi-
21 ble to receive benefits and the amount of weekly ben-
22 efits that will be paid.

23 As the occasion requires, the G.S.T. will advise the
24 L.Ls. and D.Ls. of the financial condition of the strike
25 fund and, whenever possible, shall project the proba-
26 ble strike benefit amount to be paid at least 4 weeks in
27 advance.

William W. Winpisinger Education and Technology Center

28 SEC. 7. The investment income from the strike
29 fund shall be used for the operation of the William W.
30 Winpisinger Education and Technology Center. Only
31 the amount necessary for the actual operation of the

1 education center will be used. All other investment in-
2 come from the strike fund will revert to the strike fund.

Organizing Fund

3 SEC. 8. Effective January 1, 2005, the I.P., with the
4 approval of the E.C., shall have the authority to make
5 a one-time \$30,000,000 withdrawal from the Strike
6 Fund for the purpose of establishing an Organizing
7 Fund. All investment income from this Fund shall be
8 dedicated to organizing activities and expenditures
9 from this Fund will be at the discretion of the I.P. and
10 the E.C.

Method of Payment

11 SEC. 9. The E.C. shall have the authority to author-
12 ize the payment of benefits from the strike fund to
13 members who are out of work as a result of a strike
14 which has been properly declared pursuant to this Art.
15 in another bargaining unit of I.A.M. members. The
16 E.C. may also authorize payment of strike benefits in
17 any case where it determines that such payment is in
18 the best interest of the I.A.M.

19 Whenever a strike has been ordered or approved by
20 the G.L., each member eligible to receive benefits
21 shall sign the strike record weekly, or indicate his/her
22 presence weekly, using automated methods that have
23 been approved by the E.C. From the names appearing
24 on the strike record the secretary of the L.L. shall make
25 up a roll showing the names of the members on strike.

26 After the roll has been approved by the signatures
27 of the president, S.T., and R.S. of the L.L., it shall be
28 forwarded to the G.S.T., who, after examination, shall
29 return the same, together with a check or checks, as the

1 case may be, of the G.L. covering the amount of any
2 benefits paid, which check or checks shall be drawn
3 payable to the individual member properly entitled to
4 such benefits, or at the option of the G.S.T.'s office, a
5 blanket check made payable to the president, S.T., and
6 R.S. of the L.L.

7 Each member receiving a benefit from the G.L.
8 must receipt for same upon the duplicate roll provided,
9 or by automated methods that have been approved by
10 the E.C., after which the secretary shall return 1 copy
11 of said roll to the G.S.T. for the files of the G.L., and
12 place 1 copy in the L.L. files. Except in cases where
13 the distance and time required for the transportation of
14 the mail makes the rule impracticable, the G.S.T. shall
15 not forward a check covering subsequent benefits be-
16 fore the receipted roll for the previous week has been
17 received by him/her. Where circumstances may re-
18 quire, a L.L. will have the option to pay strike benefits
19 at satellite strike headquarters, with the approval of the
20 I.P. No claim for any benefits under the provisions of
21 this SEC. shall be considered or allowed unless pre-
22 sented to the G.S.T. within 30 days from the date on
23 which said benefits were due.

24 No benefits shall be paid to members who fail to
25 meet the requirements for the receipt of strike benefits.

Deduction for Arrearages

26 SEC. 10. Whenever a member claiming strike ben-
27 efits is in arrears for dues or assessments, the L.L. shall
28 deduct from such benefits an amount sufficient to pay
29 all such arrearages.

Strike Stamps

1 SEC. 11. Members who have ceased work on ac-
2 count of a grievance approved by the E.C. are entitled
3 to receive strike stamps free of cost, covering the pe-
4 riod during which they are without employment, upon
5 complying with the provisions of SEC. 3, Art. G, and
6 conforming to such other requirements as may be in-
7 stituted for the good and welfare of those involved by
8 the L.L. of which they are members.

ARTICLE XVII**AFFILIATION WITH GRAND LODGE****Individual Affiliations**

1 SEC. 1. An officer or representative of the G.L.
2 may receive the application for affiliation with the
3 G.L. of anyone employed at the trade in a locality
4 where there is no L.L.

Obligation, Fees and Dues

5 SEC. 2. The applicant shall be obligated by the of-
6 ficer or G.L. representative who receives the applica-
7 tion, and the application, together with an initiation or
8 reinstatement fee as determined by the E.C., shall be
9 forwarded to the G.S.T., who shall enter the applicant's
10 name upon the record of individual affiliations of the
11 G.L. and issue a dues book or dues card to the member.
12 All such members shall pay monthly dues as deter-
13 mined by the E.C.

Transfers

14 SEC. 3. Such member may transfer to the nearest
15 L.L. in accordance with the provisions of SEC. 2, Art.
16 K. The L.L. receiving such member shall notify the
17 G.S.T., who shall record the transfer.

**Member Appointed Superintendent
or General Foreman**

1 SEC. 4. A member who has been appointed a gen-
2 eral foreman or a superintendent, or who obtains em-
3 ployment outside the trade or industry, may affiliate
4 directly with the G.L.

Subject to Constitutional Provisions

5 SEC. 5. All provisions of this Constitution shall,
6 insofar as they are applicable, apply to and be binding
7 upon all such affiliated members.

ARTICLE XVIII**THE REFERENDUM AND ITS OPERATION****Definition**

1 SEC. 1. Whenever in this Constitution reference is
2 made to the “referendum,” it is intended thereby to re-
3 fer to the practice of submitting matters to a vote of the
4 membership at large through the respective L.Ls. in
5 good standing with the I.A.M. No referendum dealing
6 with proposed amendments to the Constitution shall be
7 issued during a convention year, during which period
8 all proposed changes in the laws will be handled in ac-
9 cordance with SEC. 3, Art. XIX.

How Invoked

10 SEC. 2. Any member or members shall have the
11 privilege of proposing amendments to this Constitu-
12 tion, submitting any grievances that may arise, and
13 proposing appeals from the decisions of the E.C., by
14 submitting same to the G.S.T. after having first re-
15 ceived endorsements thereto under the seal of not
16 less than 10% of all L.Ls. in good standing, not more
17 than 10 of which are located in any 1 state, province
18 or territory.

19 In order to enable the G.S.T. to comply with the
20 law, a period of 45 days from date of issue of the pro-
21 posed amendments shall be allowed to secure en-
22 dorsements. All endorsements received after that
23 period will be discarded.

Form of Amendments

1 SEC. 3. Proposed amendments to this Constitution
2 shall be in such form as to state the substance rather
3 than the exact language of the proposed addition, can-
4 cellation or change, that is, the purpose to be accom-
5 plished rather than the wording or the designation of
6 certain articles or sections, and the G.S.T. shall submit
7 the same as provided in the next succeeding SEC. with
8 a clause attached thereto authorizing the necessary
9 changes in this Constitution.

10 (The word "amendment" wherever used in this
11 Constitution, shall apply to any and all portions and
12 sections of this Constitution.)

Amendment Ballot

13 SEC. 4. Upon receipt of any such amendments,
14 grievance or appeal, together with the endorsements
15 thereof as required under SEC. 2 of this Art., the G.S.T.
16 shall cause the same to be printed in the form of a cir-
17 cular, arranged in such a manner as shall allow each
18 subject to be decided to be voted upon separately and
19 forwarded to the respective L.Ls. in sufficient numbers
20 so that each member shall have a copy at the 1st meet-
21 ing of the L.L. held in January each year following the
22 receipt of the same, except in years when G.L. conven-
23 tions are held.

Publication of Proposed Amendments

24 SEC. 5. Proposed amendments to this Constitution
25 must be published in an edition of THE JOURNAL
26 prior to submission through the referendum as pro-
27 vided in SEC. 4 hereof.

Method of Voting and Returns

1 SEC. 6. Whenever a referendum is called by the
2 G.S.T., each L.L. shall notify its members of the vote
3 being called, and no ballot shall be accepted unless de-
4 posited between January 1 and 31 each year, according
5 to the call. Within 120 hours after the casting of the
6 ballots the result of the vote shall be forwarded to the
7 G.S.T. on an official tally sheet, accompanied by all of
8 the ballots.

9 The perforated register slip containing the name, ad-
10 dress, card number and L.L. number of the voter shall
11 be retained by the L.L. for 1 year after the date of bal-
12 loting on referendum propositions.

Publication of Votes and Amendments

13 SEC. 7. The G.S.T., upon receipt of the vote upon
14 any proposed amendment, shall cause a report on
15 same to be published in the next issue of THE JOUR-
16 NAL. Within 30 days the G.S.T. shall cause to be
17 published the vote of each L.L. on any proposed
18 amendment. All amendments so adopted shall be
19 published in THE JOURNAL until this Constitution
20 is revised and reprinted.

Special Meeting of Committee on Law

21 SEC. 8. When considered necessary, the E.C. may
22 call a meeting of the Committee on Law during March
23 for the purpose of incorporation into this Constitution
24 such changes as have been made therein by the adop-
25 tion of amendments through the referendum.

When in Effect

1 SEC. 9. Amendments so adopted shall become op-
2 erative and in force upon the 1st day of the quarter suc-
3 ceeding the publication of the vote, and no amend-
4 ments shall be submitted which provide that the same
5 shall be immediately effective and in force.

6 There shall not be initiated a proposal for revision
7 or cancellation of an adopted amendment to this Con-
8 stitution until after such adopted amendment has been
9 in effect for 1 year.

Resubmission

10 SEC. 10. Amendments which fail to receive the ma-
11 jority of votes shall not again be submitted through the
12 referendum until 12 months have elapsed and then
13 only after again complying with the provisions of this
14 Art.

ARTICLE XIX**REVISION OF THE CONSTITUTION
BY CONVENTION****Proposed Amendments**

1 SEC. 1. One hundred fifty days before the conven-
2 ing of any convention of the G.L., the G.S.T. shall no-
3 tify all L.Ls. to elect a committee on the revision of
4 this Constitution. All proposed amendments to this
5 Constitution that come before any L.L. shall be re-
6 ferred to this committee for consideration and recom-
7 mendation, and upon the approval of any such
8 proposed amendment by the L.L., the committee on
9 revision of this Constitution shall forward the same to
10 the G.S.T. at least 90 days prior to the convening of the
11 convention. All such proposed amendments shall be
12 compiled, printed in the form of a circular, and mailed
13 by him/her to each L.L. 30 days before the convening
14 of the convention.

15 Proposed amendments to this Constitution, which
16 are received at G.L. headquarters too late to be in-
17 cluded in the printed circular, shall not be referred to
18 the Committee on Law or dealt with by the convention.

**Meeting and Report of Committee on Law
and Submission of Proposed Amendments
to the Convention**

19 SEC. 2. The Committee on Law shall meet at the
20 place where the convention is to be held at least 7 days
21 prior to convening for the purpose of considering all
22 amendments proposed by L.Ls. under the provisions

1 of SEC. 1 of this Art. The findings and recommenda-
2 tions of the Committee on Law shall be reported to the
3 convention as soon as practicable, after the convening
4 thereof, for acceptance or rejection by the accredited
5 delegates in attendance.

Acceptance or Rejection of Proposed Amendments

6 SEC. 3. After the Committee on Law reports to the
7 convention their findings and recommendations on the
8 proposed amendments, the accredited delegates in at-
9 tendance shall vote whether to accept or reject each
10 proposed amendment. The decision of the accredited
11 delegates in attendance shall be final and the amend-
12 ments adopted by them shall become effective and in
13 force upon the 1st day of January following adjourn-
14 ment of the convention.

Compiling of Constitution

15 SEC. 4. Immediately following the adjournment of
16 the convention, the Committee on Law shall recon-
17 vene at a location determined by the I.P. for the pur-
18 pose of incorporating into the Constitution all changes
19 adopted by the accredited delegates in attendance at
20 the convention and to revise and correct all such parts
21 of the law as are affected by such changes in order that
22 conflict as between law and law may be eliminated.
23 The E.C. and the Committee on Law are also author-
24 ized to revise any provisions of this Constitution
25 which may be in conflict with applicable civil law.

Compensation of Committee on Law

1 SEC. 5. The members of the Committee on Law
2 shall receive the sum of \$100.00 per day when en-
3 gaged in the performance of their duties.

ARTICLE XX

UNDELEGATED AUTHORITY AND POWER

Reservations

1 SEC. 1. All authority and power not specifically
2 delegated to the officers in this Constitution is reserved
3 to the membership.

Membership Bill of Rights

4 SEC. 2. This Constitution expressly preserves the
5 following membership rights, which shall be honored
6 unless a District or Local Lodge successfully obtains
7 dispensation for good cause shown:

- 8 1) Subject to legal requirements concerning im-
9 passe, no NLRA contract may be implemented
10 without honoring the outcome of a vote of the
11 members it covers.
- 12 2) Whenever practicable, contract negotiating
13 committees must contain at least one member
14 from the bargaining unit.
- 15 3) Subject to legal requirements, no NLRA con-
16 tract shall be opened at other than normal expi-
17 ration of duration without a majority vote of the
18 bargaining unit members.
- 19 4) Once the union leadership at any level receives a
20 request to bargain from an NLRA employer, the
21 bargaining unit membership must be notified.
- 22 5) The date, time and location of contract vote shall
23 be determined by District or Local leadership,
24 taking into account the convenience and availa-
25 bility of the membership to participate in the
26 voting process.

ARTICLE XXI**COUNCILS AND CONFERENCES****Purpose**

1 SEC. 1. Councils or conferences may be estab-
2 lished and chartered by the G.L. in states, territories or
3 provinces for the purpose of promoting cooperation
4 and concerted action in the fields of education, legis-
5 lation and public relations, human rights and health
6 and safety, provided, however, that these councils or
7 conferences shall not infringe upon the jurisdiction of
8 L.Ls., D.Ls., or G.L., and shall operate within the pro-
9 visions of this Constitution. All L.Ls. established for 1
10 or more years shall maintain membership in the appro-
11 priate state council unless granted dispensation by the
12 I.P. in special cases.

Bylaws

13 SEC. 2. State councils or conferences must adopt
14 bylaws governing their activities and functions. Such
15 bylaws must be consistent with all of the provisions of
16 this Constitution and must be approved by the I.P. be-
17 fore becoming effective.

Government

18 SEC. 3. State councils or conferences, and the of-
19 ficers thereof, are subject to the same laws that govern
20 L.Ls. and/or D.Ls. and the officers thereof.

Audits

1 SEC. 4. Each council and conference which meets
2 regularly at least semiannually shall semiannually
3 make, and submit to the G.S.T., a copy of an audit of
4 its financial accounts. Those which meet regularly
5 less frequently shall take such action annually.

6 Councils or conferences may at their discretion em-
7 ploy a certified public accountant to audit or assist the
8 auditing committee in auditing the books. However,
9 no such accountant shall be permitted to develop
10 bookkeeping procedures in the council or conference
11 contrary to provisions of this Constitution or policies
12 established by G.L. for handling this work.

13 Any officer, employee, or representative of a
14 council or conference who handles funds and prop-
15 erty of any such body shall be bonded in such amount
16 as may be required by the G.S.T. in compliance with
17 applicable law in accordance with the procedure
18 hereinbefore prescribed in SEC. 6, Art. VII, covering
19 the bonding of L.L. and D.L. officers, representatives
20 and employees.

ARTICLE XXII**DISTRICT LODGES****Definition**

1 SEC. 1. A D.L. is a delegate body made up of rep-
2 resentatives duly elected from the L.Ls. within the rail-
3 road or air transport system, industry, or locality in
4 which the D.L. is established.

Purpose

5 SEC. 2. D.Ls. shall be established and chartered by
6 the G.L. upon railroads and airlines, in industries
7 where mutual shop interests require it, and in localities
8 where 2 or more L.Ls. exist, provided the total mem-
9 bership is sufficient to meet all the requirements of this
10 Art., for the purpose of securing mutual protection,
11 harmonious action, and close cooperation in all mat-
12 ters relating to the trade.

Jurisdiction

13 SEC. 3. The jurisdiction of all D.Ls. shall be deter-
14 mined and defined by the E.C.

15 Each L.L. within such jurisdiction shall become af-
16 filiated with the D.L. unless specially exempted by
17 said D.L. upon the approval of the E.C.

Authority

18 SEC. 4. D.Ls. shall have authority over and control
19 of all L.Ls. within their jurisdiction, subject to the ap-
20 proval, however, of the G.L. Effective January 1,

1 2006, all dues and assessments of the affiliated L.Ls.
2 shall be remitted monthly to the D.L. S.T. in a manner,
3 and on forms, determined by the D.L. S.T. The D.L.
4 shall remit to the G.L. the Monthly Membership and
5 Per Capita Tax Report for each affiliated L.L. The D.L.
6 shall remit to the L.L. the balance equal to the L.L.
7 dues minus G.L. and D.L. per capita taxes and required
8 affiliation fees. A detailed explanation shall accom-
9 pany the remittance. The bylaws of the D.Ls., and the
10 proposed amendments thereto, shall be submitted to
11 the I.P. for his/her examination, correction, and ap-
12 proval before final adoption. The provisions of this
13 Constitution shall, insofar as they are practical and
14 adaptable, apply to and control all D.Ls.

Minimum Wage Scales

15 SEC. 5. D.Ls. shall establish a minimum scale of
16 wages in their respective localities for members em-
17 ployed as machinery erectors, and no member of any
18 L.L. shall accept work as a machinery erector under
19 the minimum wage established for the locality where
20 employed.

21 D.Ls. may also establish minimum wage rates in
22 their respective localities wherever they are in a posi-
23 tion to enforce such rates, subject to the approval of
24 the E.C.

Qualifications for Office

25 SEC. 6. Any member in good standing who is not
26 barred from holding union office by applicable civil
27 law, or ineligible therefore under applicable provisions
28 of this Constitution, is qualified for election as a D.L.

1 officer provided that such member has 1 year continu-
2 ous membership and shall be working at the trade as
3 defined in SEC. 4, Art. II, for 6 months immediately
4 prior to nomination and also meets the requirements of
5 the D.L. bylaws. D.Ls. may, through their bylaws,
6 provided approval has been granted by the I.P., require
7 a member to attend up to 50% of the regular lodge
8 meetings held during the 12-month period ending the
9 date of close of nominations in order to qualify as an
10 officer or delegate. Members who are confined be-
11 cause of verified illness, or on vacation, or on official
12 I.A.M. business approved by the L.L., D.L. or G.L., or
13 working for an employer on regular or travel assign-
14 ment, or reserved military leave, at the time the L.L.
15 meeting is held, shall be excused from attending L.L.
16 meetings. Officers and editors of D.L. publications
17 shall qualify, therefore, in accordance with SEC. 5,
18 Art. I.

Nominations and Elections of District Lodge Officers and Executive Board Members

19 SEC. 7. All officers of D.Ls. shall be nominated and
20 elected not less often than once every 4 years. Elec-
21 tions shall be conducted either (1) by secret ballot vote
22 of the members within the jurisdiction of the D.L. and
23 in good standing in L.Ls. affiliated with the D.L., or
24 (2) by vote of the delegates to a D.L. if such delegates
25 have been elected by secret ballot vote of the members
26 within the jurisdiction of the D.L. and in the affiliated
27 L.Ls. represented by said delegates. If such elections
28 are held by secret ballot vote of the members of the
29 L.Ls., they shall follow the procedure prescribed in the
30 bylaws of the D.L. involved for the conduct of D.L.
31 secret ballot elections by L.Ls.

1 Officers of D.Ls. shall include any member, how-
2 ever designated or titled, who performs the functions
3 customarily associated with the terms president, vice
4 president, secretary-treasurer, and trustee. Among the
5 duties of the president, in concurrence with the Direct-
6 ing Business Representative or Directing General
7 Chairperson, shall be the responsibility to appoint a
8 D.L. Communicator and a D.L. Educator, who shall
9 perform the duties set forth in Art. D, Secs. 13 and 14
10 respectively.

11 Subject to qualifications and eligibility require-
12 ments required by applicable civil law or specified in
13 this Constitution and to such other requirements as
14 may be set forth in the bylaws of the D.L., which have
15 been approved by the I.P., every member in good
16 standing shall be eligible for nomination and election
17 to D.L. office and to participate in nominations and
18 elections of such officers.

19 The R.S. of the D.L., or such other officer as is des-
20 igned in the bylaws of a D.L. for maintenance of
21 lodge records, shall preserve for 1 year all ballots,
22 minutes or other records pertaining to the election of
23 its officers.

24 Whenever a D.L. election is held either by secret
25 ballot vote of L.L. members or by delegate voting, the
26 D.L. may, by majority vote, decide in advance and
27 give notice that the candidates who receive the highest
28 vote for their respective offices or positions shall be
29 declared elected. In all other cases, a majority of all
30 votes cast will be required for a decision. In both
31 cases, the president of the D.L. shall appoint 3 tellers
32 to assist in conducting the election in a fair and impar-
33 tial manner.

1 Ballots cast for candidates not nominated in con-
2 formity with these provisions (write-ins) shall not be
3 tabulated.

4 Where elections are held by secret ballot vote of
5 L.L. members, not less than 60 days prior to the time
6 when the elections are to be held, notice of the time
7 and place, of both the nominations and election, to-
8 gether with an application for an absentee ballot, shall
9 by letter or by authorized publication or by other de-
10 pendable regularly used means of communication, be
11 mailed to each member eligible to vote at his/her last
12 known home address. The notice must specify who is
13 entitled to receive an absentee ballot. The requirement
14 to send such notices by mail does not apply to D.Ls. in
15 Canada.

16 Absentee ballots shall be issued and voted in ac-
17 cordance with the provisions set forth in SEC. 3, Art.
18 II, in compliance with the following provisions: (1) the
19 written request for an absentee ballot must be received
20 by the R.S. not later than 30 days before the election;
21 (2) the request must contain the member's full, current
22 address; (3) if the records of the L.L. indicate that the
23 applicant is eligible to vote in the election, the R.S. or
24 S.T. shall, within 5 days of the close of nominations,
25 mail the absentee ballot; (4) if, in the judgment of the
26 R.S. or S.T., the member is not entitled to vote by ab-
27 sentee ballot, the member will be so notified, in writ-
28 ing, within 10 days of the receipt of the request for an
29 absentee ballot.

30 Vacancies occurring in D.L. office because of death,
31 resignation, or incapacity or other cause shall be filled
32 for the unexpired term in such form or manner as is
33 prescribed by the D.L. and set forth in its bylaws after
34 approval of the I.P.

1 The preceding provisions of this SEC. apply, as
2 well, to any member, however designated or titled,
3 who is authorized to perform any executive function
4 of the D.L. and shall include members of the D.L. ex-
5 ecutive board or similar governing body.

Duties of Secretary-Treasurer

6 SEC. 8. The S.T. shall perform the following duties:
7 He/She shall receive and deposit all funds of the D.L.
8 in a bank of sound financial standing in the name of
9 the D.L. and pay all properly drawn orders by check,
10 which checks shall be countersigned by the president
11 of the D.L. The S.T. shall collect all per capita taxes,
12 fines, assessments and all monies from any source for
13 the benefit of the D.L.; keep a systematic account of
14 all disbursements in such a way as to show the balance
15 of cash on hand at the close of each meeting of the
16 D.L.; file all receipted bills; keep a correct account be-
17 tween the lodge and its affiliated L.Ls.

18 At the end of each month, the S.T. shall complete
19 the monthly report form for each affiliated L.L., in du-
20 plicate, furnished by the G.S.T.; send the original re-
21 port to the G.S.T., and remit an amount equal to the per
22 capita tax called for by the report. The monthly report
23 shall include a correct statement of the number of
24 members on the books of each affiliated L.L. and shall
25 set forth in detail all additions made and subtractions
26 from the membership rolls, together with a list of
27 members who have been expelled.

28 A D.L. may computerize the financial record keep-
29 ing functions, provided the D.L. owns or leases its
30 equipment. Before eliminating a manual system, the
31 office of the G.S.T. and the financial officer of the D.L.
32 must meet to determine that the anticipated system

1 will produce the necessary reports for the I.A.M. au-
2 dits and any required government reports.

3 In reporting people whose membership is cancelled
4 on the rolls, the report shall show whether there are
5 any unpaid fines or D.L. assessments charged against
6 the person's account. Unless the report states other-
7 wise, the cause for such cancellation of membership
8 shall be considered to be the nonpayment of dues and
9 they may be again reinstated as provided for in SEC.
10 15, Art. I.

11 The S.T. shall receive from the G.S.T. dues stamps
12 in proportion to the per capita tax paid upon each
13 monthly report.

14 **Monies collected by S.Ts. on behalf of the G.L.,**
15 **as indicated on monthly reports, shall be used for**
16 **no other purpose and must accompany the report.**

17 S.Ts. receiving dues from members working under
18 the jurisdiction of another L.L. shall immediately no-
19 tify the secretary of the L.L. under whose jurisdiction
20 the member is working, with full particulars as to
21 name, card number, etc.

22 The S.T., effective January 1, 1961, and currently
23 each month thereafter, shall remit to the G.S.T. the
24 pension contributions as may be required by Art. XIV.

Representation and Revenue

25 SEC. 9. Each D.L. shall determine the proportion
26 and method of representation therein of L.Ls. within
27 its jurisdiction, and the revenues to be collected from
28 said L.Ls. to maintain and carry on the work of the
29 D.L. All such revenues shall be collected by the S.Ts.
30 of the L.Ls. and forwarded to the D.L. officers author-
31 ized to receive the same. Bonds shall be obtained by

1 D.Ls. in compliance with the requirements of SEC. 6,
2 Art. VII.

3 The minimum per capita tax to D.Ls. shall be an
4 amount equal to 40% of the per capita tax paid to the
5 G.L. rounded to the nearest 5¢. D.Ls. which are over
6 the minimum D.L. per capita tax as computed above,
7 automatically will be entitled to receive on January 1
8 of each year an increase equal to the amount by which
9 the minimum D.L. per capita tax increases under the
10 above-mentioned formula.

11 D.Ls. collecting revenue or receiving financial as-
12 sistance shall render semiannual statements of receipts
13 and disbursements to each L.L. within its jurisdiction
14 and at the close of each 6 months' period shall forward
15 to the I.P. a complete report on forms provided for that
16 purpose.

17 D.Ls., effective January 1, 1961, and currently each
18 month thereafter, shall remit to the G.S.T. the pension
19 contributions as may be required by Art. XIV.

Audits

20 SEC. 10. Each D.L. shall semiannually make, and
21 submit to the G.S.T., G.V.P., and each affiliated L.L.,
22 on forms furnished by G.L., a copy of an audit of its
23 financial accounts. D.Ls. may employ a bonded certi-
24 fied public accountant to audit or assist the auditing
25 committee in preparing the audit. However, no such
26 accountant shall be permitted to develop bookkeeping
27 procedures in the lodges contrary to provisions of this
28 Constitution or policies established by G.L. for han-
29 dling this work.

District Lodge Assessments

1 SEC. 11. In case of emergency, D.Ls. may levy as-
2 sessments upon members of affiliated L.Ls. within
3 their respective jurisdiction.

4 Assessments shall not be levied, however, until the
5 same are approved by a two-thirds vote of all members
6 in the D.L. in attendance and voting by secret ballot at
7 a summoned meeting of their respective L.Ls. affili-
8 ated with the D.L., of which meeting notice has been
9 served to members in writing, by mail or otherwise, at
10 least 7 days before the meeting. In case the vote for
11 assessment is carried by a two-thirds vote and date set
12 for collection, the same shall thereupon become a law-
13 ful charge and all members of L.Ls. affiliated with the
14 D.L. are liable for the assessments, and the same shall
15 be collected as provided in SEC. 1, Art. F. Suitable
16 plans should be arranged by the D.L., whereby the
17 L.Ls. and members are provided with proper receipts
18 for assessments paid.

19 Initiation fees, reinstatement fees, dues and fines
20 shall constitute a legal liability by a member to the
21 D.L. Cost of litigation arising from charges against a
22 member by reason of these liabilities shall constitute a
23 legal debt payable by such member.

Management, Investment and Disbursement of District Lodge Funds or Property

24 SEC. 12. The funds, property or assets of D.Ls.
25 shall not be loaned or appropriated for any other
26 than the legitimate purposes of the I.A.M.

27 Expenditures or contemplated expenditures in vio-
28 lation of this SEC. shall be cause for any action

1 deemed necessary by a G.L. officer to fully protect
2 such funds, property or assets of the D.L.

3 D.L. funds shall be invested in such securities or
4 other investments deemed to be in the best interests of
5 the I.A.M. in which a prudent person or a person acting
6 in a fiduciary capacity would invest under the circum-
7 stances. Such investments may include United States
8 Government bonds or notes, state and municipal bonds
9 supported by the general income of the state or munic-
10 ipality, Canadian Government bonds, Certificates of
11 Deposit insured by the Federal Deposit Insurance Cor-
12 poration, corporate stocks, bonds and securities listed
13 on the principal stock exchanges.

Furnishing Copies of Collective Bargaining Agreements

14 SEC. 13. In the case of any collective bargaining
15 agreement between a D.L. and an employer, the D.L.
16 shall insure that a copy of any such agreement is for-
17 warded to each constituent L.L. which has members
18 directly affected by such agreement, and shall also
19 cause to be maintained at the D.L. headquarters copies
20 of any agreements made by it or received from G.L.,
21 available for inspection upon request by any member
22 or employee whose rights are affected thereunder.

Execution and Filing of Financial and Other Reports Required by Civil Law

23 SEC. 14. The president, R.S., and S.T. of each D.L.
24 shall execute and cause to be filed all financial and
25 other reports on behalf of the D.L. and affiliated L.Ls.
26 which may be required by applicable civil law to be
27 prepared and signed by presidents, secretaries and/or

1 S.Ts. of such labor organizations. Such D.L. officers
2 shall also make available the information contained in
3 such reports to the membership of the L.Ls. affiliated
4 with such D.L. in such form and manner as shall con-
5 stitute compliance with legal requirements. The R.S.
6 and the S.T. shall also maintain records on the matters
7 required to be contained in said reports in such detail
8 and for the periods required by applicable law.

RULES OF ORDER

For Local Lodges

- 1 1. On motion, the regular order of business may be
2 suspended by a two-thirds vote of the meeting at any
3 time to dispose of anything urgent.
- 4 2. All motions (if requested by the chair) or resig-
5 nations must be submitted in writing.
- 6 3. Any conversation, by whispering or otherwise,
7 which is calculated to disturb a member while speak-
8 ing or hinder the transaction of business, shall be
9 deemed a violation of order.
- 10 4. Sectarian discussion shall not be permitted in the
11 meeting under any circumstances.

Motion

- 12 5. A motion to be entertained by the presiding of-
13 ficer must be seconded, and the mover as well as the
14 seconder must rise and be recognized by the chair.
- 15 6. Any member having made a motion can with-
16 draw it by consent of his/her second; but a motion once
17 debated cannot be withdrawn except by a majority
18 vote.
- 19 7. A motion to amend an amendment shall be in or-
20 der, but no motion to amend an amendment to an
21 amendment shall be permitted.
- 22 8. A motion shall not be subject to debate until it
23 has been stated by the chair.

Debate

1 9. When a member wishes to speak he/she shall rise
2 and respectfully address the chair and, if recognized
3 by the chair, he/she shall be entitled to proceed.

4 10. If 2 or more members rise to speak at the same
5 time, the chair shall decide who is entitled to the floor.

6 11. Each member when speaking shall confine him-
7 self/herself to the question under debate, and avoid all
8 personal, indecorous or sarcastic language.

9 12. No member shall interrupt another while speak-
10 ing except to a point of order, and he/she shall defi-
11 nitely state the point and the chair shall decide the
12 same without debate.

13 13. If a member, while speaking, is called to order,
14 he/she shall take his/her seat until the point of order is
15 decided, when, if declared in order, he/she may proceed.

16 14. If any member shall feel personally aggrieved
17 by a decision of the chair, he/she may appeal to the
18 body from the decision.

19 15. When an appeal is made from the decision of
20 the chair, the vice president shall then act as chairper-
21 son; said appeal shall then be stated by the chairperson
22 to the meeting in these words: "Shall the decision of
23 the chair be sustained as the decision of this lodge?"
24 The member then will have the right to state the
25 grounds of appeal, and the chair will give reasons for
26 his/her decision; thereupon the members will proceed
27 to vote on the appeal without further debate, and it
28 shall require a majority to sustain an appeal.

29 16. No member shall speak more than once on the
30 same subject until all the members desiring the floor shall
31 have spoken, nor more than twice without unanimous
32 consent, nor more than 5 minutes at any one time without
33 consent of a two-thirds vote of all members present.

1 17. The presiding officer shall not speak on any
2 subject unless he/she retires from the chair, except on
3 points of order, and in case of a tie he/she shall have
4 the deciding vote. Should the presiding officer retire
5 from the chair to speak on any subject before the
6 lodge, he/she shall not return to the chair until that sub-
7 ject matter is properly disposed of.

Privilege Questions

8 18. When a question is before the meeting, no mo-
9 tion shall be in order except:

- 10 (1) To adjourn
- 11 (2) To lay on the table
- 12 (3) For the previous question
- 13 (4) To postpone to a given time
- 14 (5) To refer or commit
- 15 (6) To amend

16 and these motions shall have precedence in the order
17 herein arranged. The first 3 of these motions are not
18 debatable.

19 19. If a question has been amended, the question on
20 the amendment has been amended, the question on the
21 amendment has been offered, the question shall then
22 be put as follows:

- 23 (1) Amendment to the amendment
- 24 (2) Amendment
- 25 (3) Original proposition

26 20. When a question is postponed indefinitely, it
27 shall not come up again except by a two-thirds vote.

28 21. A motion to adjourn shall always be in order
29 except:

- 30 (1) When a member has the floor
- 31 (2) When members are voting

1 22. Before putting a question to vote the presiding
2 officer shall ask: "Are you ready for the question?"
3 Then it shall be open for debate. If no member rises
4 to speak, the presiding officer shall then put the ques-
5 tion in this form: "All in favor of this motion say
6 'aye'," and after the affirmative vote is expressed:
7 "Those of the contrary opinion say 'no'." After the
8 vote is taken he/she shall announce the result in this
9 manner: "It seems to be carried (or lost); it is carried
10 (or lost), and so ordered."

11 23. Before the presiding officer declares the vote
12 on a question, any member may ask for a division of
13 the house. Then the chair is duty bound to comply
14 with the request, a standing vote shall then be taken,
15 and the secretary shall count the same.

16 24. When a question has been decided, it can be
17 reconsidered by a majority vote of those present.

18 25. A motion to reconsider must be made by a mem-
19 ber and seconded by another member, both of whom
20 must have previously voted with the majority.

21 26. A member being ordered to take his/her seat 3
22 times by the chair, without heeding, shall be debarred
23 from participating in any further business at that ses-
24 sion.

25 27. All questions, unless otherwise provided,
26 shall be decided in accordance with Robert's Rules
27 of Order.

ARTICLE A

ORGANIZATION OF LOCAL LODGES

Definition of a Local Lodge

1 SEC. 1. A.L.L. shall consist of not less than 35 peo-
2 ple in any locality, qualified for membership and orga-
3 nized under a charter issued by the G.L. (*This shall not*
4 *apply to L.Ls. chartered prior to January 1, 1957.*)

Who May Obtain Charters

5 SEC. 2. In localities where there are a sufficient
6 number of machinists, die sinkers, die or tool makers,
7 aerospace workers, electronic workers, automobile,
8 heavy duty or aircraft machinists and mechanics,
9 specialists, production workers, service, transporta-
10 tion, office, clerical, technical, professional, machin-
11 ists' helpers, and other classifications of employees
12 falling within the jurisdiction of the I.A.M. in any 1
13 or more divisions of the trade, separate L.Ls. may be
14 organized for the benefit of those employed in the re-
15 spective divisions.

16 In localities where there is not a sufficient number
17 employed in any 1 division, a mixed L.L. may be *or-*
18 *ganized*, with a membership employed in all divisions
19 of the trade.

Restrictions

20 SEC. 3. No L.L. charter shall be granted by the I.P.
21 in a locality within the jurisdiction of a D.L. until such
22 D.L. has been consulted, and in the event of failure to

1 reach an agreement, the E.C. shall be required to ren-
2 der a decision as to whether such charter shall be
3 granted or not.

4 No application for a charter shall be granted which
5 proposes to separate any L.L. into 2 or more L.Ls. un-
6 less the application has been approved by a called
7 meeting of the L.L. or L.Ls. in the locality mentioned
8 in the application.

Charter Requirement

9 SEC. 4. Every application for a charter for the or-
10 ganization of a L.L. must be signed by at least 35 ap-
11 plicants who possess the qualifications for
12 membership and are working in a locality where there
13 are a sufficient number employed to maintain a L.L.

Fees

14 SEC. 5. A fee of not less than \$10.00 shall be
15 charged to each applicant. A charter fee of not less
16 than \$35.00, payable to the G.L., shall accompany
17 every application for a charter. The G.L. is entitled to
18 and shall receive the sum of \$10.00 from each appli-
19 cant after the first 100 charter members are enrolled.
20 Charters may be closed at any time within 30 days, but
21 in no case shall charter members be enrolled after that
22 period.

Fee for Lapsed or Expelled Members

23 SEC. 6. Whenever people whose membership in
24 the I.A.M. has been cancelled apply for charter mem-
25 bership in a L.L. in process of organization, it shall be
26 the duty of the G.L.R. to collect the required fees from

1 such people and forward same, together with their ap-
2 plications, to the G.S.T., who, upon ascertaining that
3 there are no unpaid fines or assessments against them,
4 shall prepare their dues books or dues cards and credit
5 the amount paid into the G.L.

Form of Application

6 SEC. 7. Every application for a charter for the or-
7 ganization of a L.L. shall contain the following infor-
8 mation: the number of machinists, automobile, heavy
9 duty or aircraft machinists and mechanics, specialists,
10 machinists' helpers, apprentices, production workers,
11 and other classifications of employees falling within
12 the jurisdiction of the I.A.M. employed in the locality;
13 the name of each applicant who is a member of any
14 L.L., together with his/her card number and the num-
15 ber of the L.L. to which he/she belongs; the name of
16 each applicant whose membership has been previously
17 cancelled, together with the number of the L.L. of
18 which he/she was last a member; the petition and
19 pledge of the applicants in language as follows:

20 "The undersigned residents of (place) _____,
21 (State) _____, believing the International
22 Association of Machinists and Aerospace Workers to
23 be well calculated to improve our intellectual and so-
24 cial conditions and promote our economic wellbeing
25 and advancement, respectfully petition the Interna-
26 tional Association of Machinists and Aerospace Work-
27 ers to grant us a charter to open a new lodge, to be
28 located in the City (or Town) of _____, County
29 of _____, State of _____. We pledge
30 ourselves individually and collectively to be governed
31 by the Constitution, laws, rules and usages of the In-
32 ternational Association of Machinists and Aerospace

1 Workers. The Lodge desires to be recognized as
2 _____ Lodge.”

Granting Charter

3 SEC. 8. Every such application for a charter shall
4 be forwarded to the G.S.T., who shall submit the same
5 to the I.P. If the application is approved by the I.P.,
6 he/she shall cause the charter to be granted and desig-
7 nate a member as the representative of the G.L. to in-
8 stall the officers and instruct the members of such L.L.
9 in the principles, usages and laws of the I.A.M.

District Lodge Affiliation

10 SEC. 9. All L.Ls. shall belong to a D.L. where ap-
11 plicable.

ARTICLE B

LOCAL LODGE OFFICERS AND HOW CHOSEN

Designation of Officers

1 SEC. 1. Officers of a L.L. shall consist of a presi-
2 dent, vice president, recording secretary, secretary-
3 treasurer, conductor-sentinel, and a board of trustees
4 consisting of 3 members.

Terms of Officers and Vacancies in Office

5 SEC. 2. Officers of a newly organized L.L. shall
6 hold office until the 1st meeting in January following
7 their election. Thereafter, L.Ls. shall provide in their
8 bylaws that terms of office for all officers shall be for
9 a period of 3 years.

10 A member elected as president of a L.L. and who
11 concurrently holds a position as a business representa-
12 tive shall be elected for a term of 3 years.

13 Any vacancy occurring in the office of president be-
14 cause of death, resignation, or incapacity or other
15 cause shall be filled for the unexpired term by the vice
16 president. All other vacancies shall be filled for the
17 unexpired term in such form or manner as is prescribed
18 by the L.L. and set forth in its bylaws, after approval
19 by the I.P.

Qualifications for Office

20 SEC. 3. Any member in good standing in a L.L.
21 who is not barred from holding union office by appli-
22 cable civil law or ineligible therefore as provided in

1 this SEC. or elsewhere in this Constitution is qualified
2 for election to L.L. office, provided that such member
3 also meets the requirements of the L.L. bylaws.

4 Except at the first regular election of officers, or as
5 further provided hereunder, all candidates for elective
6 office must be members of the L.L. for at least 1 year
7 at the time of nomination, and free from delinquency
8 of any nature to a L.L., D.L., or the G.L., and shall be
9 working at the trade as defined in SEC. 4, Art. II, for 6
10 months prior thereto in order to qualify for nomination
11 and election. In addition, all L.L. officers and editors
12 of L.L. publications must qualify under SEC. 5, Art. I.

13 Any member transferred as a result of action by the
14 I.P. or E.C. in consolidation of L.Ls. or transfer of ju-
15 risdiction to another L.L., who has been a member of
16 the I.A.M. for 1 year, shall not be required to be a
17 member of the L.L. to which transferred for at least 1
18 year, as herein provided, to be eligible to hold elected
19 office in said L.L.

20 Any member whose dues are subject to withholding
21 by an employer for payment to the L.L., pursuant to
22 his/her authorization therefore as provided in a collec-
23 tive bargaining agreement, shall not be declared ineli-
24 gible to vote or be a candidate for office in the L.L. by
25 reason of any alleged delay or default in the payment
26 of such withheld dues provided, however, that such
27 member is not otherwise delinquent in payment of
28 dues.

29 L.Ls. may, through their bylaws, provided approval
30 has been granted by the I.P., require a member to at-
31 tend up to 50% of the regular lodge meetings held dur-
32 ing the 12-month period ending the date of close of
33 nominations in order to qualify as an officer or dele-
34 gate. Members who are confined because of verified

1 illness, on vacation, on official I.A.M. business ap-
2 proved by the L.L., D.L., or G.L., working for an em-
3 ployer on regular or travel assignment, or on reserved
4 military leave at the time the L.L. meeting is held, shall
5 be excused from attending L.L. meetings.

6 L.Ls. may, through their bylaws, require all officers
7 to pay full dues, whether or not they hold a retirement
8 or exemption card.

Nomination and Election of Officers

9 SEC. 4. At its meetings in November (or 1st meet-
10 ing in September at the option of the L.L.) every three
11 years, each L.L. shall nominate a president, vice pres-
12 ident, recording secretary, secretary-treasurer, conduc-
13 tor-sentinel, and 3 members of the board of trustees
14 (provided such officers' terms of office have expired).
15 A member may only be nominated and run for 1 office.
16 No member shall be entitled to hold more than 1 Local
17 Lodge office at the same time.

18 Not less than 60 days prior to the time when the
19 elections specified in this SEC. are to be held, notice
20 of the time and place, of both the nominations and
21 election, together with an application for an absentee
22 ballot, shall by letter or by authorized publication or
23 by other dependable regularly used means of commu-
24 nication, be mailed to each member qualified to vote
25 at his/her last known home address. The notice must
26 specify who is entitled to receive an absentee ballot.
27 The requirement to send such notices by mail does not
28 apply to L.Ls. in Canada.

29 At its 1st meeting in December (or 1st meeting in Oc-
30 tober at the option of the L.L.) every 3 years, each L.L.
31 shall elect the aforesaid officers by secret ballot vote

1 of its members in good standing, following the proce-
2 dure required for such voting as set forth in Art. III.
3 No member shall be entitled to hold more than 1 office
4 at the same time.

5 The L.L. may by majority vote decide in advance
6 and give notice that the candidates who receive the
7 highest vote for their respective offices shall be de-
8 clared elected. In all other cases, a majority of all
9 votes cast shall be required for election.

10 Absentee ballots shall be issued and voted in ac-
11 cordance with the provisions set forth in SEC. 3, Art.
12 II, in compliance with the following provisions: (1) the
13 written request for an absentee ballot must be received
14 by the R.S. not later than 30 days before the election;
15 (2) the request must contain the member's full, current
16 address; (3) if the records of the L.L. indicate that the
17 applicant is eligible to vote in the election, the R.S. and
18 S.T. shall, within 5 days of the close of nominations,
19 mail the absentee ballot; (4) if, in the judgment of the
20 R.S. and S.T., the member is not entitled to vote by
21 absentee ballot, the member will be so notified, in
22 writing, within 10 days of the receipt of the request for
23 an absentee ballot.

24 Ballots cast for candidates not nominated in con-
25 formity with these provisions (write-ins) shall not be
26 tabulated.

27 Balloting shall take place in the L.L. room where
28 regular L.L. meetings are held, excepting in those
29 L.Ls. where circumstances require some other ar-
30 rangement, the L.L. may, through its bylaws, provide
31 other methods, subject to the approval of the I.P.
32 When, in the I.P.'s sole judgment, extraordinary cir-
33 cumstances so require, the I.P. may review and modify
34 L.L. election procedures as necessary to provide the

1 membership of a L.L., not working in a central geo-
2 graphic location, the ability to participate in such elec-
3 tion.

4 In the conduct of all elections, the president shall, at
5 least 60 days prior to the election, appoint at least 3
6 tellers to assist in conducting the election in a fair and
7 impartial manner. Each candidate for office shall be
8 entitled, upon written request, to appoint 1 observer
9 who shall be permitted to be present at the polls and at
10 the counting of the ballots.

11 The R.S. of the L.L., or such other officer as may be
12 designated by the L.L., shall preserve for 1 year the
13 ballots and all other records pertaining to the election.

14 Selection by the L.L. of optional alternative dates in
15 this SEC. does not alter the constitutional requirement
16 providing that the installation of L.L. officers shall
17 take place at the 1st meeting of the L.L. in January, as
18 required by SEC. 5 of this Art.

Installations

19 SEC. 5. The installation of officers shall take place
20 at the 1st meeting of the L.L. in January, unless other-
21 wise approved by the I.P. The ceremony of installation
22 shall be conducted by an officer or representative of
23 the I.A.M.

ARTICLE C**DUTIES OF LOCAL LODGE OFFICERS****President**

1 SEC. 1. The president shall preside at all meetings
2 of the L.L.; decide all questions or disputes not con-
3 trolled by laws of the I.A.M.; countersign orders and
4 checks properly drawn on or by the S.T.; appoint com-
5 mittees not otherwise provided for; appoint an educa-
6 tor and a communicator; administer the obligation to
7 new members; enforce the laws of the I.A.M. applica-
8 ble to L.Ls. and members; and perform such other du-
9 ties as may be required by this Constitution and, in
10 case of a tie, shall cast the deciding vote.

Vice President

11 SEC. 2. The vice president shall see that all people
12 entering the L.L. room are members; see that all prop-
13 erty of the L.L. has proper care and assist the president
14 in maintaining order; preside at all meetings in the ab-
15 sence of the president; shall, in the absence of the pres-
16 ident, be authorized to sign vouchers, checks, and
17 other documents in his/her place and stead, subject to
18 approval of the L.L.; and in case of death, removal, or
19 resignation of the president, shall become president
20 and serve as such until after the next regular election
21 and installation of the successor in office.

Recording Secretary

1 SEC. 3. The R.S. shall conduct correspondence for,
2 and in the name of the L.L.; present all communica-
3 tions and bills to the L.L.; and deliver such bills to and
4 for the files of the S.T.; draw all orders on the S.T.
5 when passed by the L.L. and attest the same by
6 properly signing and attaching the seal of the L.L.
7 thereto; prepare and sign all credentials of delegates
8 and alternate delegates to conventions of the G.L. and
9 forward duplicates thereof to the G.S.T.; keep minutes
10 of the L.L. meetings; and perform such other duties as
11 are required by this Constitution.

Secretary-Treasurer

12 SEC. 4. The S.T. of L.Ls. that are not affiliated with
13 a D.L. shall perform all of the functions hereinafter
14 enumerated. S.Ts. of L.Ls. that are affiliated with a
15 D.L. shall perform only those functions not performed
16 by the D.L. S.T.

17 The S.T. shall perform the following duties. He/She
18 shall receive and deposit all funds of the L.L. in a bank
19 of sound financial standing in the name of the L.L.;
20 pay all properly authorized automatic payments or all
21 properly drawn orders by check, which checks shall be
22 countersigned by the president of the L.L., but shall
23 not draw any checks in violation of SEC. 3 of this Art.
24 The S.T. shall collect all dues, fines, assessments and
25 all monies from any source for the benefit of the L.L.;
26 keep a systematic account of all disbursements in such
27 a way as to show the balance of cash on hand at the
28 close of each meeting of the L.L.; file all receipted
29 bills; keep a correct account between the lodge and its

1 members; and submit the books to the auditing com-
2 mittee of the L.L. semiannually (at the close of June
3 and December).

4 At the end of each month, the S.T. shall complete
5 the monthly report and submit it to the G.S.T., and re-
6 mit an amount equal to the per capita tax called for by
7 the report. The monthly report shall include a correct
8 statement of the number of members on the books of
9 the L.L. and shall set forth in detail all additions made
10 and subtractions from the membership roll, together
11 with a list of members who have been expelled.

12 A L.L. may computerize the financial record keep-
13 ing functions, provided the L.L. owns or leases its
14 equipment. Before eliminating a manual system, the
15 office of the G.S.T. and the financial officer of the L.L.
16 must meet to determine that the anticipated system
17 will produce the necessary reports for the I.A.M. au-
18 dits and any required government reports.

19 In reporting people whose membership is cancelled
20 on the rolls, the report shall show whether there are
21 any unpaid fines or D.L. assessments charged against
22 the person's account. Unless the report states other-
23 wise, the cause for such cancellation of membership
24 shall be considered to be the nonpayment of dues and
25 they may be again reinstated as provided for in SEC.
26 15, Art. I.

27 The S.T. shall receive from the G.S.T. dues stamps
28 in proportion to the per capita tax paid upon each
29 monthly report.

30 **Monies collected by S.Ts. on behalf of the G.L.,**
31 **as indicated on monthly reports, shall be used for**
32 **no other purpose and must accompany the report.**

1 S.T.s receiving dues from members working under
2 the jurisdiction of another L.L. shall immediately no-
3 tify the secretary of the L.L. under whose jurisdiction
4 the member is working, with full particulars as to
5 name, card number, etc.

6 The S.T., effective January 1, 1961, and currently
7 each month thereafter, shall remit to the G.S.T. the
8 pension contributions as may be required by Art. XIV.

Transfers

9 SEC. 5. When accepting members by transfer, the
10 S.T. shall enter the date and particulars of such transfer
11 in the member's dues book and shall report the same
12 to the G.S.T.

13 If a member of a machinists' helpers L.L. transfers
14 and reclassifies as an apprentice in a machinists L.L.,
15 that fact should be stated in the notice provided for in
16 this Sec.

Monthly Reports to the Grand Lodge

17 SEC. 6. Upon the receipt of reinstatement or initia-
18 tion fees, or dues, the S.T. shall place the regular
19 stamps received from the G.L. for that purpose in the
20 dues book of the member making the payment, and
21 shall cancel the stamps with the regulation canceling
22 stamp, showing date of payment and L.L. number.

23 The report of the S.T. shall be signed by the presi-
24 dent of the L.L., bear the impression of the L.L. seal
25 and shall be forwarded to the G.S.T. immediately after
26 the close of the month's business. A check to cover the
27 monthly report of the L.L. must accompany the report.
28 Should the report of the S.T. fail to reach the G.S.T.
29 before the expiration of the month following the

1 month reported, the G.S.T. shall thereupon notify the
2 president of such L.L. of its suspension.

Auditors

3 SEC. 7. There shall be an auditing committee of 3.
4 They shall be nominated and elected by the L.L., at the
5 same time L.L. officer elections are held and for the
6 same term. Officers of the L.L. and elected Executive
7 Board members are not eligible for election as mem-
8 bers of the committee.

9 The committee shall semiannually (at the close of
10 June and December), proceed with the work of exam-
11 ining the books and accounts of the L.L. for the pre-
12 ceding period. They shall call on the S.T. for the
13 duplicate financial statement, from which they shall
14 proceed to take off a statement of the stamps used dur-
15 ing the term they are about to examine, and tabulate
16 the same on forms furnished by the G.S.T.

17 The auditing committee shall render its report on a
18 form furnished for that purpose by the G.S.T., and send
19 a copy to the G.L. The report of the committee must
20 be countersigned by the trustees of the L.L. Should 1
21 or more of the auditors fail to be in attendance, the
22 trustees shall proceed with the work as though all of
23 the committee were present.

24 A L.L. may at its discretion employ a certified pub-
25 lic accountant to audit or assist the auditing committee
26 in auditing the books. However, no such accountant
27 shall be permitted to develop bookkeeping procedures
28 in the lodge contrary to provisions of this Constitution
29 or policies established by G.L. for handling this work.

Trustees

1 SEC. 8. The board of trustees shall have charge of
2 all property belonging to the L.L.; shall see that all of
3 the books are properly kept, and at the time of the semi-
4 annual audit shall assist the auditing committee in the
5 examination of all books and accounts and verify the
6 report of the auditing committee by attaching their sig-
7 natures thereto. Should the work of auditing the books
8 of the L.L. be delayed on account of the failure of 1 or
9 more of the trustees to be in attendance, the auditors
10 shall proceed to carry on the work in the same manner
11 as though all of the trustees were present. The trustees
12 shall be liable to the G.L. for all funds and other prop-
13 erty of the L.L. under their control.

Conductor-Sentinel

14 SEC. 9. The conductor-sentinel shall examine all
15 people present prior to the opening of all meetings of
16 the L.L. for the purpose of ascertaining whether any
17 are in attendance who are not entitled to remain, and
18 shall report to the president all those present who are
19 in arrears for dues. The conductor-sentinel shall an-
20 swer all alarms at the door, report the same, and admit
21 all who are entitled to admission.

Salaries

22 SEC. 10. In no case shall the salaries of L.L. offic-
23 ers be paid by dues stamps, but all such payments shall
24 be made by check.

Bonding

1 SEC. 11. L.Ls. shall obtain bonds in compliance
2 with the provisions of SEC. 6, Art. VII.

Execution and Filing of Financial and Other Reports Required by Civil Law

3 SEC. 12. The president, R.S. and S.T. of each L.L.
4 shall execute and cause to be filed all financial and
5 other reports on behalf of the L.L. which may be re-
6 quired by applicable civil law to be prepared and
7 signed by presidents, secretaries, and/or S.Ts. of local
8 unions, unless such duties are performed by the D.L.
9 S.T. Such L.L. officers shall also make available the
10 information contained in such reports to the member-
11 ship of their L.L. in such form and manner as shall
12 constitute compliance with legal requirements. The
13 R.S. and S.T. shall also maintain records on the matters
14 required to be contained in said reports in such detail
15 and for the periods required by applicable law.

ARTICLE D

GOVERNMENT OF LOCAL LODGES

Bylaws

1 SEC. 1. Each L.L. may adopt its own bylaws, pro-
2 vided that nothing is contained therein which is con-
3 trary to the provisions of this Constitution. The
4 proposed bylaws of all L.Ls. and all amendments
5 thereafter proposed, except as to time and place of
6 meetings, shall be submitted to the I.P. for examina-
7 tion, correction, and approval before being placed into
8 effect.

9 The I.P., upon approving any L.L. bylaws and/or
10 amendments thereto, shall designate the date when
11 such L.L. bylaws and/or amendments shall take effect.

Parliamentary Laws

12 SEC. 2. The rules of order governing parliamentary
13 procedure shall be printed in this Constitution, and no
14 other rules shall apply.

Regular Meetings and Quorums

15 SEC. 3. L.Ls. at their option shall hold 1 regular
16 meeting each month or 2 regular meetings each month.
17 L.L. bylaws, properly adopted, shall specify the num-
18 ber of regularly scheduled meetings to be held each
19 month. L.Ls. may, by membership action, cancel
20 meetings in the months of July and August. The Ex-
21 ecutive Board of the L.L. shall be authorized to trans-
22 act any normal and necessary business during these
23 months.

1 L.L. members shall determine how many members
2 constitute a quorum governed by the minimum re-
3 quirements that follow:

4 L.Ls. with less than 500 members, not less than 5
5 members; L.Ls. with more than 500 members but less
6 than 1500, not less than 10 members; L.Ls. with more
7 than 1500 members, not less than 20 members.

8 The monthly report of the S.T. to the G.L. for the
9 current month shall be used to set the required quorum
10 minimum for the following month.

Special Meetings

11 SEC. 4. Special meetings shall be called by the
12 president upon written request of 10% of the members,
13 and in L.Ls. having 100 members or less no special
14 meetings shall be called upon written request of less
15 than 10 members, regardless of the total membership.
16 No less than 30% of the members petitioning for a spe-
17 cial called meeting must be present before the meeting
18 can be called to order.

19 The call for special meetings of L.Ls. shall state the
20 purpose of the meeting, and discussion and action at
21 such special meetings shall be confined to the subject
22 for which the meeting was called.

Order of Business

23 SEC. 5. The order of business for each L.L. shall
24 be as follows:

- 25 1. Pledge to Flag.
- 26 2. Roll call of officers and noting of absentees.
- 27 3. New applications.
- 28 4. Report of committees on applications and act-
29 ing on same.

- 1 5. Initiations.
- 2 6. Reading of minutes and acting on same.
- 3 7. Installation of officers.
- 4 8. Examination and introduction of visiting mem-
5 bers.
- 6 9. Reports of S.T., including receipts and disburse-
7 ments, since the close of last meeting.
- 8 10. Communications, bills, etc.
- 9 11. Reports of committees.
- 10 12. Report on organizing activities.
- 11 13. Anything for the good of the I.A.M. and discus-
12 sion of subjects of an economic nature.
- 13 14. Unfinished business.
- 14 15. New business. Election of officers.
- 15 16. Reports of sick and disabled members and of re-
16 lief committees.
- 17 17. Reports of members out of work and positions
18 vacant.
- 19 18. Adjournment.

Local Lodge Seal

20 SEC. 6. L.Ls. shall procure a seal from the G.S.T.,
21 which seal shall be made in accordance with the design
22 adopted by the G.L. The L.L. seal shall be and remain
23 in the custody of the R.S., and no paper, document, or
24 communication issued by the L.L. shall be valid unless
25 it bears the impression of said seal. A special seal
26 marked "S.T." may be procured from the G.S.T. for the
27 exclusive use of the S.T. in the performance of official
28 duties.

Illegal Use of Seal

1 SEC. 7. Officers or members of a L.L. who use the
2 seal for any purpose without permission from the L.L.
3 shall be fined, suspended, or expelled, at the option of
4 the L.L. of which they are members.

Emergency Funds

5 SEC. 8. Each L.L. may set aside a percentage of its
6 dues to be known as an "emergency fund," which fund
7 may be used in case of emergency.

8 In order to adequately maintain its emergency fund,
9 a L.L. may increase the dues rate on all members under
10 its jurisdiction for a specified period of time, not to ex-
11 ceed 1 year. No increase in dues will take effect until
12 same has been approved by a majority vote, by secret
13 ballot, of the members of the L.L. attending a general
14 or special membership meeting, and after reasonable
15 notice upon the question. Every member present at
16 such meeting shall vote unless excused by the presi-
17 dent.

18 No money shall be voted out of this emergency fund
19 except by a three-fourths vote of those present and vot-
20 ing at a special or called meeting for this purpose.

Management, Investment and Disbursement of Local Lodge Funds or Property

21 SEC. 9. The funds, property or assets of L.Ls. shall
22 not be loaned or appropriated for any other than the
23 legitimate purposes of the I.A.M.

24 Expenditures or contemplated expenditures in vio-
25 lation of this SEC. shall be cause for any action

1 deemed necessary by a G.L. officer to fully protect
2 such funds, property or assets of the lodge.

3 L.L. funds shall be invested in such securities or
4 other investments deemed to be in the best interests of
5 the I.A.M. in which a prudent person or a person acting
6 in a fiduciary capacity would invest under the circum-
7 stances. Such investments may include United States
8 Government bonds or notes, state and municipal bonds
9 supported by the general income of the state or munic-
10 ipality, Canadian Government bonds, Certificates of
11 Deposit insured by the Federal Deposit Insurance Cor-
12 poration, corporate stocks, bonds and securities listed
13 on the principal stock exchanges.

Voluntary Donations

14 SEC. 10. No general appeal for financial aid shall
15 be sent out by any L.L. to other L.Ls. unless the appeal
16 has first been approved and countersigned by the I.P.
17 All monies appropriated for financial aid by 1 L.L. to
18 another L.L. must be sent to the G.S.T., who will
19 acknowledge receipt of the same in the following
20 monthly financial statement and forward the amount
21 so paid to the L.L. for which appropriation was made.

Funds and Property of Merged Lodges

22 SEC. 11. Whenever 2 or more L.Ls., with G.L. ap-
23 proval, merge or consolidate, the funds, charter, seal
24 and working stock of stamps of the L.L. which is, or
25 the L.Ls. which are, being discontinued shall be sent
26 to G.L. and any other property and the L.L. books
27 should be turned over to the L.L. with which said L.L.
28 or L.Ls. merge or consolidate. After the accounts of
29 the merged L.Ls. are balanced, such assets as remain

1 shall be returned by the G.L. to the L.L. created by
2 such merger or consolidation. The same procedure
3 shall apply in those cases where L.Ls. are merged by
4 the I.P. with the approval of the E.C. for the purpose of
5 consolidating operations.

Grand Lodge Control Over Property

6 SEC. 12. In case of the revocation of the charter,
7 expulsion, lapsing, or disbanding of any L.L. for any
8 cause or reason whatsoever, it shall be the duty of the
9 R.S., acting in conjunction with the trustees, to send
10 all funds and property belonging to such L.L. to the
11 G.S.T. to be held by him/her, intact, for a period of at
12 least 6 months. If within that period application is
13 made therefore by at least 35 members in good stand-
14 ing in that locality, such L.L. shall, with the approval
15 of the E.C., be reopened and the funds and property
16 returned thereto. In the event that such L.L. is not re-
17 opened, all funds and property shall belong to and be-
18 come the property of the G.L.

Communicator

19 SEC. 13. The L.L. president shall appoint a com-
20 municator who, in accordance with the official direc-
21 tives, policies, and programs of the G.L., will use the
22 latest forms of information technology to communi-
23 cate with the L.L. membership about their work and
24 family lives.

Educator

25 SEC. 14. The L.L. president shall appoint an edu-
26 cator to assist in carrying out the official directives,

1 policies, and programs of the G.L., and any other edu-
2 cation and training programs approved by the G.L. and
3 related to educating and training the L.L. membership
4 on all issues affecting workers and their families.

ARTICLE E

DUTIES OF LOCAL LODGES

Cooperation of Lodges

1 SEC. 1. In cities where more than 1 L.L. exists, del-
2 egates from all such L.Ls. should meet at least once a
3 month for the purpose of considering matters affecting
4 the welfare of the I.A.M., and shall report the results
5 of such meeting to their respective L.Ls. Every effort
6 shall be made to secure harmonious cooperation
7 among the L.Ls.

Minimum Wage Scales

8 SEC. 2. L.Ls. shall establish a minimum scale of
9 wages in their respective localities for members em-
10 ployed as machinery erectors, and members shall not
11 accept work as machinery erectors under the minimum
12 wage established for the locality wherein they are em-
13 ployed.

14 L.Ls. may also establish minimum wage rates in
15 their respective localities wherever they are in a posi-
16 tion to enforce such rates, subject to the approval of
17 the E.C.

Economics

18 SEC. 3. Each L.L. may discuss subjects of political
19 economy under the heading "Good and Welfare,"
20 providing such discussion does not occupy more than
21 20 minutes of the time of the meeting and does not in-
22 clude matters sectarian in religion.

Legislative Committee

1 SEC. 4. Each L.L. president may appoint a com-
2 mittee of not more than 7 members to be known as the
3 legislative committee, which committee shall assist in
4 securing the enactment of legislation favorable to la-
5 bor. The legislative committee shall gather infor-
6 mation on all such laws enacted, the people who have
7 favored or opposed the same and from time to time
8 forward such information to THE JOURNAL.

Relief Committee

9 SEC. 5. The president of each L.L. may appoint and
10 be chairperson of a relief committee. The relief com-
11 mittee shall receive all monies drawn for relief bene-
12 fits and cause the same to be paid to the member for
13 whom drawn within 48 hours after receipt of same.

Affiliation

14 SEC. 6. L.Ls. shall affiliate with their A.F.L.C.I.O.
15 State Organization, Central Labor Council or C.L.C.
16 Provincial Federations.

ARTICLE F**SPECIAL LEVIES****Failure to Pay Special Levies and Fines**

1 SEC. 1. Fines or other levies within the authority of
2 a L.L. to make shall be due within 30 days after levied.
3 If not paid within that time, the S.T. shall notify those
4 in arrears in writing, by registered mail, at the last
5 known address, with copy of same to the G.S.T.
6 Should they fail to make payment within 60 days from
7 the date of such written notice, their membership may
8 be cancelled regardless of the date to which their dues
9 are paid.

10 Initiation fees, reinstatement fees, dues and fines
11 shall constitute a legal liability by a member to the L.L.
12 The cost of litigation arising from charges against a
13 member by reason of such liabilities shall constitute a
14 legal debt payable by such member.

ARTICLE G

UNEMPLOYMENT STAMPS

Purpose

1 SEC. 1. Unemployment stamps are issued for the
2 purpose of aiding members to maintain their good
3 standing.

Eligibility

4 SEC. 2. Unemployment stamps shall not be issued
5 to members who are on vacation or engaged in any
6 business or profession outside of the trade. Unem-
7 ployment stamps shall be issued to members pursuant
8 to the provisions of SEC. 3 of this Art., at a minimum
9 charge of \$2.00 per month; \$1.00 to be transmitted to
10 the G.L., the remainder to be retained by the L.L.

Conditions of Issue

11 SEC. 3. Members who are unemployed for the ma-
12 jor portion of any month (the major portion of any
13 month shall depend on the major portion of the regular
14 working days in any month), and who suffer a total or
15 proportionate loss of earnings, due to separation from
16 employment, layoff or furlough, or sickness or disabil-
17 ity, are entitled to unemployment stamps for that
18 month and are thereby excused from the payment of
19 regular dues, upon complying with the following con-
20 ditions:

21 They shall register their names and addresses in the
22 out-of-work book or communicate with the S.T., or

1 business representative of the L.L. stating they are un-
2 employed, or sick or disabled, any time within a two-
3 month period. The matter of reporting is entirely the
4 member's responsibility.

5 Commencing April 1, 1974, a member's monthly
6 dues or special levies must be paid within the 2
7 months' limit provided for in SEC. 14, Art. I.

8 The S.T. shall place the unemployment stamp in the
9 square of the month next following that of the month
10 in which the last dues stamp was placed.

11 Members who have received unemployment stamps
12 shall, immediately upon securing employment, report
13 to the S.T., or business representative.

Violations

14 SEC. 4. Members who violate any of the provisions
15 of this Art., or who obtain unemployment stamps by
16 false pretenses or misrepresentations of the facts, shall
17 be guilty of misconduct and subject to charges, trial
18 and penalty therefore as provided in Art. L of this Con-
19 stitution.

ARTICLE H**RETIRED AND EXEMPT MEMBERS AND
LIFE MEMBERSHIP CARDS****Dues for Retired Members**

1 SEC. 1. Members who have retired from active em-
2 ployment, or retirees who are active members paying
3 full dues, either with or without pension, may continue
4 to pay full dues, or may be issued a retirement card at
5 a cost of \$15.00 at the time of retirement. Such retire-
6 ment card shall cover all succeeding years. The card
7 is valid as long as the holder also remains on retire-
8 ment and complies with all applicable provisions of
9 the I.A.M. Constitution. Death benefits of members
10 maintaining membership by the use of retirement
11 cards shall be preserved as of the date the first retire-
12 ment stamp or card was issued, but in no case shall the
13 benefits increase, subject to the provisions as set forth
14 in Art. XV.

15 Any member with a retirement card, who returns to
16 active employment, shall immediately notify the S.T.,
17 or business representative and again start paying regu-
18 lar monthly dues. A member who obtains a retirement
19 card by false pretenses or continues to retain his/her
20 retirement card status while employed and fails to pay
21 regular dues shall have his/her retirement card can-
22 celled automatically, and the S.T. of the L.L. shall im-
23 mediately notify the G.S.T.'s office of the cancellation.

Exemption Cards

1 SEC. 2. Members who have been in continuous
2 good standing for 30 years and have become so af-
3 flicted or disabled as to prevent them from actively
4 working at the trade, or who have been discriminated
5 against for their activities as organizers, business rep-
6 resentatives, or other official work, and are in conse-
7 quence unable to obtain employment, or members who
8 have been continuously in good standing for 30 years,
9 shall upon leaving the trade and upon request therefore
10 be granted cards exempting them from further pay-
11 ment of dues and assessments. The issuing of such ex-
12 emption cards shall not deprive members of
13 accumulated death benefits, subject to the provisions
14 set forth in Art. XV.

50-Year Life Membership Gold Card

15 SEC. 3. Members who have been in continuous
16 good standing in the I.A.M. for 50 years or more,
17 whether or not working at the trade, shall be granted a
18 50-Year Life Membership Gold Card and shall be ex-
19 empted from payment of all dues and assessments.
20 Death benefits shall be preserved as of the date of is-
21 suance of the Life Membership Gold Card, with no
22 further increase in benefits, subject to the provisions
23 as set forth in Art. XV.

ARTICLE I

MEMBERSHIP

Eligibility

1 SEC. 1. Any employee engaged or connected with
2 work of the machinists' trade, die sinker, die or tool
3 maker, aerospace workers, electronic workers, auto-
4 mobile, truck, heavy duty equipment mechanic, air-
5 craft machinists or mechanic, flight attendant and
6 other service workers, professional, production, ser-
7 vice, transportation, office, clerical, technical, welder,
8 specialist, woodworker, health services worker, ship-
9 builder, machinists' helper, helper-apprentice, or ap-
10 prentice working in any industry may be admitted to
11 membership upon paying the required fee and assum-
12 ing the obligation of the I.A.M., and provided further
13 that said applicant does not advocate dual unionism or
14 support movements or organizations inimical to the in-
15 terests of the I.A.M. or its established laws and poli-
16 cies.

Applications for Membership and Investigations

17 SEC. 2. Except as otherwise provided in Sec.7 of
18 this Art., every application for membership shall be
19 presented to a L.L. in writing by a member, and shall
20 state the name, residence, date of birth, occupation and
21 place of employment of the applicant. If a majority of
22 those present consent, the L.L. may vote upon an ap-
23 plication for membership at the same meeting at which
24 the applicant is proposed; otherwise, the application
25 for membership shall be referred to a committee of 3

1 members, 2 of whom shall be appointed by the presi-
2 dent and 1 of whom shall be appointed by the vice
3 president. The committee shall investigate the eligi-
4 bility of the applicant and report thereon at the next
5 regular meeting of the L.L., whereupon a “yea” and
6 “nay” vote will be taken upon the question of the ad-
7 mission of the applicant to membership. A majority
8 vote of those voting on the question shall be necessary
9 to elect the applicant to membership. An application
10 once rejected shall not again be voted on until after the
11 expiration of 6 months.

Non-Resident Applicants

12 SEC. 3. Each applicant for membership in a L.L.
13 shall be interrogated to ascertain the place from
14 whence he/she came. If it appears that he/she is not a
15 resident of the place where the L.L. is located, the R.S.
16 shall communicate with the L.L. in the locality where
17 the applicant was last employed for the purpose of as-
18 certaining the applicant’s standing in that community,
19 and the application shall not be voted upon until after
20 an answer has been received.

Initiation and Reinstatement Fees

21 SEC. 4. The minimum initiation and reinstatement
22 fees for each L.L. shall not be less than the regular
23 monthly dues of the L.L. Whenever increases in the
24 established rates of initiation or reinstatement fees of
25 a L.L. are proposed, they shall be adopted only after
26 approval by majority vote of the members of the L.L.
27 in good standing, voting by secret ballot at a general
28 or special membership meeting and after reasonable
29 notice upon the question.

Universal Transfers

1 SEC. 5. When the I.A.M. agrees to a reciprocal
2 transfer agreement with another international union,
3 transfers shall only become effective when a mem-
4 ber's dues in that organization have been paid for the
5 2 months immediately prior to the date of transfer. Ap-
6 plication for transfer into a L.L. of the I.A.M. must be
7 made within 30 days after accepting employment, and
8 upon presentation of documentary evidence of good-
9 standing membership in such union and the payment
10 of a \$15.00 fee plus the current month's dues, the ap-
11 plicant, if qualified and accepted in accordance with
12 the provisions of this Constitution, will be initiated or
13 reinstated into membership without the payment of the
14 customary initiation or reinstatement fee.

15 Whenever a person eligible under the provisions of
16 this SEC. accepts employment and thereby becomes
17 eligible for membership, and fails to apply for mem-
18 bership in the manner herein provided for, said transfer
19 will not be effected and the member shall be initiated
20 or reinstated in the usual manner.

21 The L.L. accepting such transfer and membership
22 application will handle the transaction as a regular in-
23 itiation or reinstatement and, upon formal lodge ap-
24 proval, the S.T. will issue a dues book or dues card
25 containing an initiation or reinstatement stamp,
26 properly cancelled in the regular manner, and report
27 the initiation or reinstatement on the next regular
28 monthly report, with full information of such transfer.

29 If a former member of the I.A.M. applied for uni-
30 versal transfer into a L.L. other than the one he/she was
31 formerly a member of, the applicant will pay the re-
32 quired \$15.00 fee plus the current month's dues. In
33 this case, the membership application and a \$15.00 fee

1 will be forwarded to the G.S.T. for issuing the dues
2 book or dues card.

3 Applicants for universal transfer must meet the eligi-
4 bility requirements as provided for in SEC. 1 of this Art.

Obligation by Request

5 SEC. 6. Candidates elected in 1 L.L. may be initi-
6 ated in another L.L., but good and sufficient reasons
7 must be given in writing to the L.L. in which the can-
8 didates were elected before said L.L. can grant permis-
9 sion for their initiation in another L.L. The permission
10 herein referred to shall be in writing, signed by the sec-
11 retary and president and attested by the seal of the L.L.
12 by which they were elected, and addressed to the L.L.
13 where they are to be initiated.

Commencement of Membership

14 SEC. 7. Membership shall begin on the date of ini-
15 tiation or last reinstatement, which shall be recorded in
16 the dues book or dues card. An initiation or reinstate-
17 ment stamp shall be placed in the square for the month
18 in which the member was initiated or last reinstated
19 and dues shall begin the following month.

20 In those L.Ls. where the obligation of membership
21 is printed on the application for membership and said
22 application is signed and presented to the L.L. with the
23 required initiation fee or reinstatement fee or an appro-
24 priate dues checkoff card, that applicant's membership
25 shall conditionally commence immediately, subject to
26 clearance by the G.S.T. that there are no charges, fines
27 or levies outstanding in the official records of that of-
28 fice, and also subject to clearance by the G.S.T. that
29 the applicant has not been expelled from this union.

1 In those cases where the G.S.T. submits an adverse
2 report on the applicant, such conditional membership
3 shall be automatically cancelled and the applicant's in-
4 itiation fee or reinstatement fee shall be remitted to the
5 applicant by the properly authorized financial officer.

Local Lodge Dues

6 SEC. 8. The monthly dues shall be established by
7 the local lodge bylaws, or the district lodge bylaws, as
8 approved by the I.P.

9 Except as otherwise required by this Sec., in all
10 other cases, any changes in the established rates of
11 dues proposed by a L.L. shall be adopted only after
12 approval by a majority vote of the members of the L.L.
13 in good standing in attendance and voting by secret
14 ballot at a general or special membership meeting and
15 after reasonable notice upon the question.

16 Upon payment of dues, members shall receive a
17 dues stamp from the S.T. as a receipt for each month's
18 dues so paid, which stamp shall be affixed in the dues
19 books or dues cards of the members and cancelled by
20 the S.T. as provided in SEC. 6, Art. C.

21 At no time shall L.L. dues be rebated to a member
22 who attends a meeting where, to do so, would result in
23 the dues of a member actually paid or checked-off to fall
24 below the established minimum dues rate of the L.L.

Reduced Rate of Dues

25 SEC. 9. Members who secure employment within
26 the jurisdiction of any other trade union affiliated with
27 the A.F.L.C.I.O., and who are required to become
28 members of such other trade union, may retain their
29 membership in the I.A.M. by paying such reduced rate

1 of dues as may be stipulated by the L.L. of which they
2 are members. Such L.L. shall, however, pay full per
3 capita tax to the G.L. on all such members.

Dues Books or Dues Cards

4 SEC. 10. Except as otherwise provided in SEC. 4,
5 Art. VII, all members shall have dues books or dues
6 cards of uniform appearance, which shall bear num-
7 bers designated by the G.L. and shall be furnished free
8 of charge by the S.T., who shall purchase all dues
9 books or dues cards from the G.S.T.

10 All dues books shall contain spaces for the affixing
11 and cancellation of stamps, for recording the pay-
12 ment of assessments and for noting transfers. Such
13 dues books shall contain spaces for the description,
14 identification and signature of the owner and the des-
15 ignation of the branch of the trade in which the owner
16 is most proficient, and a page containing a statement
17 of G.L. benefits. Space shall also be provided for the
18 insertion of the Congressional or Assembly District,
19 Legislative Assembly or Parliamentary Constituency
20 of the member.

21 The dues book or dues card when properly stamped
22 and bearing the seal of the L.L. shall serve all purposes
23 for the identification of the owner and shall be re-
24 ceived as evidence of standing in the I.A.M. The dues
25 book or dues card may be enhanced by automated
26 methods for identification and verification of member-
27 ship standing, subject to the approval of the E.C.

Replacement of Lost or Destroyed Dues Books

28 SEC. 11. When the loss or destruction of a dues
29 book is satisfactorily proved by a member, the S.T.,

1 upon payment of a fee of 50¢ to be retained by the
2 L.L., shall make out a new book which shall have af-
3 fixed on the inside cover a certificate of exchange or
4 loss.

Transfers

5 SEC. 12. A member may transfer to any L.L., when
6 approved by a vote of the members in regular meeting,
7 provided, however, in cases where members are initi-
8 ated in L.Ls. where the minimum initiation fee pre-
9 vails and transfer to a L.L. where a higher initiation fee
10 prevails, a minimum of 6 months' continuous good-
11 standing membership will be required, without which,
12 at the option of the L.L. involved, the difference in the
13 initiation fee may be collected. The failure of any L.L.
14 to accept the transfer shall not deprive the member of
15 good standing in the I.A.M. or right to employment.
16 No accounting of arrearage dues shall be required be-
17 tween L.Ls., but all L.L. and D.L. special levies then
18 due shall be collected and forwarded to the L.L. or
19 D.L. which levied the same. Should a dues book or
20 dues card be presented for the transfer of a member
21 with 1 or more months' dues paid in advance, the
22 owner of such book or card shall be entitled to transfer
23 in regular form, and the advanced dues shall remain
24 the property of the L.L. from which the member trans-
25 ferred. Members presenting their dues books or dues
26 cards as prescribed herein shall become members of
27 the L.L. to which they transfer upon approval of the
28 transfer by the L.L. The S.T. shall execute a transfer
29 notice and immediately send a copy of the transfer no-
30 tice to the S.T.

31 Any D.L. experiencing problems with this method
32 of transferring membership funds and/or records

1 may, upon request, be granted needed dispensation
2 from the I.P.

Identification Letters Illegal

3 SEC. 13. Except as otherwise provided in SEC. 4,
4 Art. VII, no letter or paper of identification other than
5 the regular dues book or dues card shall be issued by
6 any S.T. or other officer of a L.L. to any member, ex-
7 cept for the purpose of showing the standing of such
8 member on the books of the L.L. or in reply to an in-
9 quiry received under the seal of some other L.L.

Membership Cancelled

10 SEC. 14. As used in this Constitution, delinquency
11 is defined as the failure of a member to pay his/her
12 dues, fines, assessments or special levies within the
13 current month except as otherwise provided in this
14 Constitution.

15 Delinquency for 2 months in the payment of dues or
16 special levies, or delinquency arising from the appli-
17 cation of SEC. 4, Art. C, shall automatically cancel
18 membership and all rights, privileges and benefits in-
19 cident thereto. The period of good-standing member-
20 ship of members whose membership has been
21 cancelled for delinquency or other cause shall date
22 from their last reinstatement, as shown by the G.L. rec-
23 ords, and their rights, privileges and benefits under the
24 provisions of this Constitution shall attach and date
25 from their last reinstatement, as though they had never
26 before held membership in the I.A.M.

Reinstatement

1 SEC. 15. Any person whose membership has been
2 cancelled may be reinstated to membership, but the ap-
3 plication for reinstatement must be made to the L.L.
4 under whose jurisdiction the applicant is working, and
5 the regular reinstatement fee of such L.L. must be paid.

6 If the application for reinstatement is filed in the
7 L.L. wherein the applicant's original membership was
8 cancelled and the application is approved, said L.L.
9 shall immediately issue a dues book or dues card con-
10 taining a reinstatement stamp properly cancelled,
11 which transaction shall be entered on the monthly re-
12 port of said L.L. in the same manner as initiations are
13 entered.

14 When the application for reinstatement is filed in a
15 L.L. other than that by which the applicant's member-
16 ship was cancelled, the L.L. shall submit to the G.S.T
17 a fee of \$15.00. Upon receipt of said application, the
18 G.S.T. will issue a dues book or dues card containing
19 a reinstatement stamp properly cancelled, and forward
20 same to the S.T. of the L.L. from which the application
21 was received, and shall thereupon transfer the rein-
22 stated member to such L.L.

23 If the membership of the person applying for rein-
24 statement was cancelled for cause other than nonpay-
25 ment of dues, or if there are any unpaid fines, or L.L.,
26 D.L., or G.L. special levies, the reinstatement shall not
27 be effected, nor shall the dues book or dues card be
28 issued until said causes are removed and the fines and
29 special levies are either remitted or paid in full. All
30 applications for reinstatement shall then take the usual
31 course.

1 The foregoing provisions shall not apply to people
2 whose membership was cancelled in lapsed, sus-
3 pended, expelled or disbanded L.Ls. All such people
4 working in a locality where a L.L. exists may be rein-
5 stated by the G.L. upon making application therefore
6 and paying the reinstatement fee charged by the near-
7 est L.L., which fee shall not be less than the regular
8 monthly dues of the L.L. The L.L. shall forward the
9 application for reinstatement, together with a fee of
10 \$15.00, to the G.S.T.

Rejected Applications and Expulsions

11 SEC. 16. Each L.L. shall keep for future reference
12 a correct list of all people whose membership has been
13 cancelled and all applications that have been rejected.
14 Expelled people and rejected applicants cannot again
15 apply for membership until after the expiration of 6
16 months from the date of said expulsion or rejection.

Withdrawal Cards

17 SEC. 17. Any member who leaves the trade be-
18 cause of illness, or obtains employment outside the
19 trade or industry, or because of furthering education,
20 or obtains a supervisory position above the rank of
21 working foreman, or because of circumstances over
22 which the member has no control is compelled, as a
23 condition of employment, to join another labor organ-
24 ization, and upon complying with the conditions here-
25 inafter set forth, may be issued a withdrawal card by
26 and with the approval of the L.L. in which membership
27 is held.

28 Application for withdrawal card, accompanied by a
29 fee of \$1.00, 50¢ of which is to remain in the L.L.

1 treasury and the balance to be remitted to G.L., shall
2 be made to the S.T. of the L.L. who, after the applica-
3 tion has been approved by the L.L., shall issue same,
4 bearing the L.L. seal on a form designed and supplied
5 by the G.L.

6 No application will be granted until all fines, dues
7 and special levies charged against the member have
8 been paid in full to date of application.

9 People discontinuing their membership by accept-
10 ing withdrawal cards will not be entitled to any bene-
11 fits or permitted to attend meetings or participate in
12 any of the business of the I.A.M. They shall not violate
13 any of the laws or decisions of the G.L. or L.L. under
14 penalty of having their withdrawal cards cancelled.
15 Any person who holds a withdrawal card and holds a
16 position above working foreman will have said with-
17 drawal card automatically revoked if he/she crosses a
18 sanctioned picket line of the shop where he/she is em-
19 ployed.

Armed Forces Withdrawal Cards

20 SEC. 18. Members who enter the Armed Forces of
21 the United States or Canada may apply for an Armed
22 Forces withdrawal card to the S.T. of the lodge of
23 which he/she is a member. Applications for Armed
24 Forces withdrawal cards shall be reported by the S.T.
25 to the G.S.T. for processing. The cards shall be issued
26 by the G.L.

27 Members who are issued Armed Forces withdrawal
28 cards shall receive credit for time spent in such service
29 toward veteran badges should they resume member-
30 ship in the I.A.M. upon discharge from the service.
31 They shall not violate any of the laws or decisions of

1 the G.L. or L.L. under penalty of having their with-
2 drawal cards cancelled. No fee in connection with the
3 timely deposit of an Armed Forces withdrawal card or
4 the issuing of the dues book or dues card shall be col-
5 lected from the member. Armed Forces withdrawal
6 cards must be deposited with the L.L. within 30 days
7 following return to work.

Deposit of Withdrawal Cards

8 SEC. 19. Any person holding a withdrawal card
9 who obtains employment at the trade or within the in-
10 dustry or otherwise becomes eligible for membership,
11 subject to the exceptions provided herein, must, within
12 30 days after again becoming eligible for membership
13 under the jurisdiction of a L.L., fill out a membership
14 application and deposit the withdrawal card and a
15 \$15.00 fee and the current month's dues. The L.L. re-
16 ceiving the withdrawal card and the membership ap-
17 plication will handle the transaction as a regular
18 reinstatement, and upon formal lodge approval, the
19 S.T. will issue a dues book or dues card containing a
20 reinstatement stamp properly cancelled.

21 If the withdrawal card was issued in a L.L. other
22 than the one in which it is being presented, a \$15.00
23 fee shall be forwarded to the G.S.T. for issuing of the
24 dues book or dues card.

25 Whenever the holder of a withdrawal card accepts
26 employment and thereby becomes eligible for mem-
27 bership and fails to deposit the card in the manner
28 herein provided for, such withdrawal card is automat-
29 ically cancelled and the S.T. of the L.L. with which the
30 card should have been deposited will immediately no-
31 tify the G.S.T.'s office of the cancellation.

ARTICLE J

MEMBERSHIP CLASSIFICATION

Journeyman

1 SEC. 1. A journeyman is a person who has served
2 an apprenticeship of 4 years as a tool and die maker, a
3 general machinist, a welder, an auto mechanic, a heavy
4 duty mechanic, an aircraft mechanic, or any other
5 branch of the machinists' trade, or who has worked for
6 a period of 4 years at the machinists' trade in any of its
7 branches or subdivisions.

Technician

8 SEC. 2. A technician is a person who has served an
9 apprenticeship of 4 years or completed college or vo-
10 cational training in a particular field or has acquired a
11 fundamental knowledge in the fields of aerospace,
12 electronics, atomic energy or other related fields or di-
13 visions of the machinists' trade.

Specialist

14 SEC. 3. A specialist is a person who is employed in
15 a particular branch or subdivision of the machinists'
16 trade, or a person who performs a particular line of
17 work commonly recognized as work connected with
18 the trade but requiring less general knowledge of the
19 trade than a journeyman.

Machinist's Helper

20 SEC. 4. A machinist's helper is a person employed
21 in the machine or metal industry, in any of its branches

1 or subdivisions, and assigned to assist others in the
2 machinists' trade in the performance of their duties,
3 and who is competent to command the minimum rate
4 of wages paid in the locality where employed.

Production Worker

5 SEC. 5. A production worker is a person employed
6 in mass production industry engaged in repetitive ma-
7 chine work, assembly work, or bench work, requiring
8 less training, experience and skill than that necessary
9 to qualify as a specialist.

Service Worker

10 SEC. 6. A service worker is a person who is em-
11 ployed in any supportive or operative service function
12 connected with the work outlined in the jurisdictional
13 portion of this Constitution.

Apprentice

14 SEC. 7. An indentured apprentice is a person who
15 is engaged to an employer to serve 4 years in learning
16 the trade as set forth in Secs. 1 and 2 of this Art.

17 A helper-apprentice is a person who having been a
18 member for at least 1 year and having worked at least 1
19 year as a machinist's helper has thereafter engaged him-
20 self/herself to an employer to serve 4 years in learning
21 the trade as set forth in Secs. 1 and 2 of this Art.

Term of Apprenticeship

22 SEC. 8. People engaging themselves to learn any
23 branch of the trade under the jurisdiction of the I.A.M.,

1 as outlined in Secs. 1 and 2 of this Art., shall serve an
2 apprenticeship of 4 years.

Apprentice Ratio

3 SEC. 9. Every shop which employs 3 journeymen
4 may have 1 apprentice.

5 Further apportionment shall be based on 1 addi-
6 tional apprentice for every 8 journeymen employed in
7 the specific journeyman classification to be appren-
8 ticed. The number of helper-apprentices shall at no
9 time exceed the number of regular indentured appren-
10 tices in any shop, unless otherwise provided for in the
11 collective bargaining agreement.

Completion of Apprenticeship

12 SEC. 10. Apprentices upon the completion of their
13 apprenticeship shall receive not less than the minimum
14 rate of pay for journeymen in the locality where they
15 are employed, unless otherwise provided for in the col-
16 lective bargaining agreement.

Reclassification

17 SEC. 11. Helpers who engage themselves to em-
18 ployers as apprentices shall within 5 days thereafter
19 present their dues books or dues cards to the S.T. of the
20 L.L. having jurisdiction over the journeymen in the
21 shop where employed. The S.T. shall thereafter notify
22 the G.S.T., who shall reclassify the members as ap-
23 prentices.

ARTICLE K

DUTIES OF MEMBERS

Going to Work in Other Localities

1 SEC. 1. Members shall report to the S.T., business
2 representative or shop committee before accepting
3 employment within the jurisdiction of any other L.L.
4 Within 5 days after commencing work in the new ju-
5 risdiction such members shall, at the L.L.'s request,
6 present their dues books, dues cards or other proof of
7 payments for transfer to the L.L. having jurisdiction
8 over the place of employment and have their transfer
9 properly recorded.

Jurisdiction of Lodges

10 SEC. 2. In cities where railroad, aircraft, contract,
11 automobile, tool and die makers, aerospace, elec-
12 tronic, and any other duly chartered L.Ls. exist, people
13 working at the several branches of the trade must be-
14 come members at the request of the L.L. having juris-
15 diction over the class of work in which they are
16 employed, provided that said L.L. has a contract or
17 agreement with the employer covering the people
18 claimed.

Overtime

19 SEC. 3. Members shall discourage the working of
20 overtime, in order to further the opportunities for full
21 employment, a living wage, and a 40-hour workweek.

Misrepresentation

1 SEC. 4. Any applicant admitted to membership
2 who has falsified his/her application for initiation or
3 reinstatement shall be subject to fine or expulsion, or
4 both, after charges and trial for misconduct as pro-
5 vided in Art. L.

6 Members who falsely represent themselves to be
7 competent workmen shall be fined or expelled at the
8 discretion of the L.L. of which they are members after
9 charges and trial for misconduct as provided in Art. L.

Disorderly Conduct

10 SEC. 5. Members entering the L.L. room while un-
11 der the influence of intoxicating drinks, or who are
12 guilty of using indecent or profane language therein,
13 shall be excluded therefrom upon order of the presid-
14 ing officer and shall be subject to penalty of reprimand,
15 fine, suspension or expulsion after charges and
16 trial as provided in Art. L. Members, if guilty of ha-
17 bitual drunkenness or conduct disgraceful to them-
18 selves or associates, shall be subject to the penalty of
19 expulsion from the membership after charges and trial.

Visiting Members

20 SEC. 6. A member, upon visiting another L.L., shall
21 be admitted upon passing a satisfactory examination.

Associate Membership

22 SEC. 7. Any people who come under I.A.M. con-
23 stitutional jurisdiction, except those represented by the
24 I.A.M., or any of its subordinate L.Ls. or D.Ls., upon

1 complying with the conditions hereinafter set forth,
2 may make application for associate membership
3 through the G.L.

4 Application for associate membership shall be ac-
5 companied by a service charge, or charges, as estab-
6 lished by the E.C. and transmitted to the G.S.T. of the
7 G.L. for E.C. approval. The established service charge
8 shall be payable on an annual basis before the end of
9 February of each year for proper renewal of associate
10 membership. Applications for associate membership,
11 after June 30 of any given year, shall be accepted by
12 payment of one-half of the established service charge.

13 Benefits for each associate member shall include a
14 regular mailing of THE JOURNAL and any other spe-
15 cial mailings as deemed of interest to them by the E.C.
16 These associate members will also be entitled to par-
17 ticipate in the various benefit programs offered
18 through the I.A.M. and A.F.L.C.I.O.

19 Associate members shall have no rights or privi-
20 leges in the constitutional governance of the I.A.M.
21 and will not be permitted to attend meetings or partic-
22 ipate in any business of the I.A.M. This associate
23 membership shall immediately cease if and when the
24 associate member shall be represented by the I.A.M.
25 or any of its subordinate L.Ls. or D.Ls. in a collective
26 bargaining relationship. This associate membership
27 shall automatically be revoked if he/she crosses a
28 sanctioned picket line.

ARTICLE L**CODE****Improper Conduct of Officers,
Representatives and Members**

1 SEC. 1. The I.A.M. respects the rights and privi-
2 leges of its members, officers, and representatives and
3 takes these rights very seriously. Accordingly, Art. L
4 contains due process guarantees and safeguards to pro-
5 tect all members, officers, and representatives from
6 false accusations of wrongdoing.

**Improper Conduct of Officers
and Representatives**

7 SEC. 2. The following actions or omissions shall
8 constitute misconduct by any officer of a L.L., D.L.,
9 council or conference, or by any business representative
10 or representative of a L.L. or D.L. which shall warrant a
11 reprimand, removal from office and/or disqualification
12 from holding office for not more than 5 years (except as
13 otherwise provided in Art. VII, SEC. 5), suspension
14 from office, or any lesser penalty or any combination of
15 these penalties as the evidence may warrant:

16 Incompetence; negligence or insubordination in the
17 performance of official duties; or failure or refusal to
18 perform duties validly assigned.

Improper Conduct of a Member

19 SEC. 3. The following actions or omissions shall
20 constitute misconduct by a member which shall war-
21 rant a reprimand, fine, suspension and/or expulsion

1 from membership, or any lesser penalty or any combi-
2 nation of these penalties as the evidence may warrant
3 after written and specific charges and a full hearing as
4 hereinafter provided:

5 Refusal or failure to perform any duty or obligation
6 imposed by this Constitution; the established policies
7 of the I.A.M.; the valid decisions and directives of any
8 officer or officers thereof; or, the valid decisions of the
9 E.C. or the G.L. convention.

10 Attempting, inaugurating, or encouraging secession
11 from the I.A.M.; advocating or encouraging or attempt-
12 ing to inaugurate any dual labor movement; or support-
13 ing movements or organizations inimical to the interest
14 of the I.A.M. or its established laws and policies.

15 Acquiring membership by false pretense, misrepre-
16 sentation, or fraud.

17 Accepting employment in any capacity in an estab-
18 lishment where a strike or lockout exists as recognized
19 under this Constitution, without permission. (*In Can-
20 ada, however, resignation shall not relieve a member of
21 his/her obligation to refrain from accepting employment
22 at the establishment for the duration of the strike or
23 lockout if the resignation occurs during the period of the
24 strike or lockout or within 14 days preceding its com-
25 mencement. Where observance of a primary picket line
26 is required, any resignation tendered during the period
27 that the picket line is maintained, or within 14 days pre-
28 ceding its establishment, shall not become effective as a
29 resignation during the period the picket line is main-
30 tained, nor shall it relieve a member of his/her obliga-
31 tion to observe the primary picket line for its duration.*)

32 Actions constituting a violation of the provisions of
33 this Constitution, or any action which would constitute
34 a violation of the L.L. bylaws.

1 Illegal voting or in any way preventing an honest
2 election to fill elective offices, posts or positions in the
3 G.L. or any L.L., D.L., council or conference.

4 Any other conduct unbecoming a member of the
5 I.A.M., provided, however, that any charge of such
6 conduct shall specifically set forth the act or acts or
7 omissions alleged to constitute such offense.

Trial of Officers or Representatives

8 SEC. 4. A charge of misconduct may be made against
9 any officer or representative of a L.L., D.L., council or
10 conference, by any member in writing within 30 days
11 after knowledge of the most recent charged incident to
12 the proper officer of the body involved with a copy of
13 such charges to the I.P. Such charges shall set forth the
14 specific actions or omissions allegedly constituting the
15 misconduct. The I.P. may determine that fairness to the
16 accused and the best interests of the I.A.M. require a
17 trial before a special committee designated by the I.P.
18 for that purpose or before the convention of the G.L. In
19 the event the I.P. refers the charges to trial before a spe-
20 cial committee or before the convention of the G.L., the
21 matter shall be heard and decided in accordance with the
22 following procedures:

23 The I.P. will appoint a special trial committee,
24 which will first conduct a preliminary investigation to
25 determine whether or not there is sufficient substance
26 to warrant a formal trial being held. If the trial com-
27 mittee finds the charges should be dismissed, it will so
28 advise the I.P., who will then notify both plaintiff and
29 defendant. This decision is subject to appeal as pro-
30 vided in SEC. 12 of this Art.

31 If the trial committee decides a formal trial hearing
32 is warranted, both the plaintiff and defendant shall be

1 notified of the specific charges on which they will be
2 tried, and the time and place of the trial, in writing, by
3 registered or certified mail. A trial before a special
4 trial committee shall be conducted in the locality
5 where the offense is alleged to have been committed
6 within 30 days after the mailing of such notice, pro-
7 vided, however, that all parties shall be provided suf-
8 ficient time to prepare their cases. The accused shall
9 be given full opportunity to present evidence and ar-
10 guments to refute the charges, to examine and cross-
11 examine witnesses, and may be represented by another
12 member of the I.A.M., acting as his/her attorney.

13 The special trial committee shall report its verdict and
14 recommended penalty, if guilty, in writing to the I.P. The
15 I.P. may affirm, modify, or reverse in full or in part, the
16 decision of the special trial committee, or impose any
17 penalty or fine, which he/she deems to be appropriate.

18 In the case of a trial before the convention of the
19 G.L., the trial shall be referred to and conducted by the
20 appeals and grievance committee. The accused shall
21 be provided the same process and protections as in a
22 trial before a special trial committee. The appeals and
23 grievance committee shall submit its report to the con-
24 vention, which shall include its findings and verdict,
25 together with its recommendation of the penalty to be
26 imposed, if the accused is found guilty.

27 The convention may amend or reject the verdict in
28 whole or in part. If the convention concurs with a
29 guilty verdict, the recommendation of the committee
30 as to the penalty may be amended or rejected in whole
31 or in part and/or another penalty substituted by a ma-
32 jority vote of those delegates voting on the question.
33 Such action of the convention shall be final and bind-
34 ing on all parties.

1 If the charges are not tried before a special trial
2 committee or by the G.L. Convention, then the charges
3 will be tried before the L.L., D.L., council or confer-
4 ence of which the accused is an officer or representa-
5 tive in accordance with the trial procedures prescribed
6 in Secs. 6 – 11 of this Art.

Trial of a Member

7 SEC. 5. Charges preferred against a member for
8 other than a violation of his/her duty or duties as an
9 officer or representative of either a L.L. or D.L. shall
10 be governed by the following procedures:

11 It is the duty of any member who has information as
12 to conduct of a member covered by SEC. 3 of this Art.
13 to immediately prefer charges in writing against such
14 member by filing the same with the president of the
15 L.L. of which the accused is a member. Such charges
16 shall set forth the specific actions or omissions alleg-
17 edly constituting the misconduct. The president of the
18 L.L. with whom the charges are filed shall supply a
19 copy to the accused and forthwith proceed to bring the
20 accused to trial under the provisions of Secs. 6 - 11 of
21 this Art., except that the I.P. may, when he/she deems
22 such action necessary in order to provide a fair trial or
23 to protect the best interests of the I.A.M., direct that
24 the accused be tried either by a special committee des-
25 ignated for that purpose or by the G.L. convention. In
26 the event the latter procedure is adopted, the trial of
27 the charges shall be governed by the provisions of
28 SEC. 4 of this Art.

29 In the event the president or the president and other
30 officers of the L.L. are involved in the charges filed,
31 the next ranking officer shall preside, as herein set

1 forth. In the application of this Sec., the order of rank-
2 ing of officers shall be as set forth in SEC. 1, Art. B.

3 In the event that any L.L., or the members thereof,
4 fail to proceed as prescribed herein, then any officer or
5 representative, or member, may file written charges
6 against such member or members with the I.P. Upon the
7 receipt of such charges, the I.P. shall forward 1 copy
8 thereof to the accused and 1 copy to the president of the
9 L.L. of which the accused is a member, together with an
10 order commanding said L.L. to proceed to place the ac-
11 cused on trial under the provisions of this Art.

12 If said L.L. fails or refuses for 15 days thereafter to
13 proceed as ordered by the I.P., then the I.P. shall notify
14 the accused and the L.L. of which the accused is a
15 member, of the time and place, when and where a spe-
16 cial committee will meet for the purpose of hearing ev-
17 idence and trying the accused upon charges theretofore
18 preferred, provided, however, that the I.P. or the E.C.
19 may, if they deem advisable, in lieu of a trial before a
20 special committee, order the accused to be tried by the
21 G.L. convention. In the event the latter procedure is
22 adopted, the trial of the charges shall be governed by
23 the provisions of SEC. 4 of this Art.

Appointment of Trial Committee

24 SEC. 6. Except as otherwise provided in this Art.,
25 whenever charges have been preferred against a mem-
26 ber, the president of the L.L. shall promptly appoint a
27 trial committee of 3 or 5 members, 1 of whom shall act
28 as chairperson and 1 of whom shall act as secretary. The
29 trial committee shall conduct an investigation of the
30 charges and decide whether there is sufficient substance
31 to warrant a trial hearing being held. The arrangement

1 of the conduct of the investigation is left to the discre-
2 tion of the trial committee. If the trial committee de-
3 cides a trial hearing is warranted, the committee shall,
4 within 1 week of its determination, notify the member
5 of the charges against him/her and when and where to
6 appear for trial. The time set for trial shall allow the
7 accused a reasonable time (not less than 7 calendar days
8 after notification) to prepare his/her defense.

9 If the trial committee decides the charges should be
10 dismissed on the basis of lack of supporting evidence,
11 it will so recommend to the next regular meeting of the
12 L.L. and the L.L. shall adopt or reject the trial commit-
13 tee's recommendation. If the L.L. adopts the recom-
14 mendation, the charges shall stand dismissed subject
15 to appeal of L.L. decisions as provided in SEC. 12 of
16 this Art. If the L.L. rejects the committee's recommen-
17 dation, the trial committee shall proceed to notify the
18 charged member and hold a trial hearing.

Appearance

19 SEC. 7. If a member fails to appear for trial when
20 notified to do so, the trial shall proceed as though the
21 member were in fact present.

Evidence

22 SEC. 8. Both the plaintiff and the defendant shall
23 have the privilege of presenting evidence and being
24 represented either in person or by a member to act as
25 his/her attorney. The trial committee shall maintain a
26 written record of the trial proceedings, including all
27 testimony and documents introduced by either the
28 plaintiff or the defendant.

Trial Procedure

1 SEC. 9.

- 2 1. Call trial committee to order.
- 3 2. Examine dues books or dues cards.
- 4 3. Clear the trial chamber of all people except the
5 trial committee, the trial reporter (who need
6 not be a member of the I.A.M.), the plaintiff
7 and his/her attorney, the defendant and his/her
8 attorney, and representatives of the G.L., if in
9 attendance.
- 10 4. The plaintiff and the defendant shall remain in
11 the trial chamber until trial is concluded, but
12 shall sit apart.
- 13 5. The chairperson shall read the charges and ask
14 the defendant if he/she is "guilty" or "not
15 guilty." If the plea is "not guilty" the trial shall
16 then proceed; if the plea is "guilty" the trial
17 committee shall conduct such further proceed-
18 ings as in its judgement are required.
- 19 6. The plaintiff or his/her attorney shall present
20 his/her case first.
- 21 7. Witnesses shall be called into the trial chamber
22 1 at a time, and will leave the trial chamber
23 upon completing their testimony, subject to re-
24 call by either the trial committee, the plaintiff,
25 the defendant, or the representatives of the
26 G.L.
- 27 8. All people giving testimony shall be required
28 to affirm that the testimony that they give shall
29 be the truth.
- 30 9. Defendant and his/her attorney shall have the
31 right to cross-examine plaintiff's witnesses.
- 32 10. Defendant's witnesses shall then be called.

- 1 11. Plaintiff and his/her attorney shall have the right
2 to cross-examine the defendant's witnesses.
- 3 12. Following the completion of cross-examina-
4 tion, the plaintiff and defendant shall be given
5 the opportunity to make a statement or sum-
6 mation of their case, with the plaintiff having
7 the first and last opportunity for remarks.
- 8 13. Before the trial committee shall begin its de-
9 liberation upon the testimony given, all people
10 except the trial committee shall leave the trial
11 chamber.

Report of Trial Committee

12 SEC. 10. The trial committee shall consider all of
13 the evidence in the case and thereafter agree upon its
14 verdict of "guilty" or "not guilty." If the verdict be that
15 of "guilty," the trial committee shall then consider and
16 agree upon its recommendation of punishment.

17 Following completion of these deliberations and
18 conclusions, the trial committee shall report at the next
19 regular meeting of the L.L. The plaintiff and the de-
20 fendant shall be promptly notified in writing, by regis-
21 tered or certified mail, by the R.S. of the decisions of
22 the L.L. with respect to the guilt or innocence of the
23 defendant and with respect to the penalty imposed if
24 the L.L. took action on the latter. The trial committee's
25 report shall be in 2 parts as follows:

- 26 1. The report shall contain a synopsis of the evi-
27 dence and testimony presented by both sides,
28 together with the findings and verdict of the
29 trial committee. After the trial committee has
30 made the necessary explanation of its intent
31 and meaning, the trial committee's verdict

- 1 with respect to guilt or innocence of the de-
2 fendant shall be submitted without debate to a
3 vote by secret ballot of the members of the
4 L.L. in attendance.
- 5 2. If the L.L. concurs with a “guilty” verdict of
6 the trial committee, the recommendation of
7 the committee as to the penalty to be imposed
8 shall be submitted in a separate report to the
9 L.L. and voted on by secret ballot of the mem-
10 bers then in attendance.

Voting on Report

11 SEC. 11. The penalty recommended by the trial
12 committee may be amended, rejected, or another pun-
13 ishment substituted therefore by a majority vote of
14 those voting on the question, except that it shall require
15 a two-thirds vote of those voting to expel the defendant
16 from membership. If the L.L. reverses a “not guilty”
17 verdict of the trial committee, the punishment to be
18 imposed shall be decided by the L.L. by a majority
19 vote of those voting on the question, except that it shall
20 require a two-thirds vote of those voting to expel the
21 defendant from membership.

22 Disqualification from holding office as a penalty for
23 misconduct as a member or officer shall be limited to 5
24 years, except as otherwise provided in SEC. 5, Art. VII.

Appeal from Decision of L.L. or D.L.

25 SEC. 12. An appeal may be taken to the I.P. from the
26 decision of a L.L. or D.L. by either the accused or the
27 party preferring charges against the accused within 30
28 days after the verdict. Such appeal must be addressed
29 to the I.P. in writing and set forth in specific detail the

1 grounds on which it is based. The appeal may also in-
2 clude any argument in support thereof which the appel-
3 lant desires to advance, but shall not include any new
4 evidence. The I.P. shall transmit to the opposing party a
5 copy of the appeal and such party shall have a period of
6 15 days to reply thereto. The I.P. shall obtain from the
7 L.L. or D.L. a complete record of the trial before the
8 L.L. or D.L. and shall make a decision based on such
9 record, which shall be final and binding unless changed
10 on further appeal as hereinafter provided.

11 The decision of the I.P. shall contain his/her findings
12 and conclusions and the penalty, if any, to be imposed.
13 Upon such an appeal, the I.P. shall have full authority
14 to affirm or to modify or reverse, in whole or in part,
15 the decision of the L.L. or D.L., or to remand the pro-
16 ceedings for further trial before the L.L. or D.L., or to
17 impose any penalty or fine which he/she deems to be
18 required, including expulsion. No party to the appeal
19 shall have a right to appear in person before the I.P.
20 However, the I.P., if he/she deems it necessary or de-
21 sirable, in connection with his/her consideration of the
22 appeal, may accord such a privilege. The I.P. shall fur-
23 nish a copy of his/her decision to each party to the ap-
24 peal by registered or certified mail.

Appeal from Decision of I.P.

25 SEC. 13. An appeal may be taken from a decision
26 of the I.P. to the E.C. by any interested party to the
27 proceedings before either the I.P., the L.L. or D.L.
28 Such appeal must be taken within 30 days from the
29 date of the I.P.'s decision and shall be made in writing
30 to the G.S.T. The appeal shall set forth in specific de-
31 tail the grounds therefore and may include any written
32 argument in support of these grounds. The G.S.T. shall

1 also notify the opposing party in charge cases or trial
2 cases of any appeal from the decision of the I.P. to the
3 E.C. and shall furnish such party with a copy thereof.
4 The opposing party shall have a period of 15 days in
5 which to file any written argument in opposition to the
6 appeal with the G.S.T. The G.S.T. shall transmit to the
7 E.C. such appeal and any written arguments in oppo-
8 sition thereto, together with the record of the proceed-
9 ings before the I.P., and the decision of the E.C. shall
10 be made upon this record and the arguments submitted
11 in connection therewith. No party to the appeal shall
12 have a right to appear in person before the E.C. How-
13 ever, the E.C., if it deems it necessary or desirable in
14 connection with its consideration of the appeal, may
15 accord such a privilege.

16 The decision of the E.C. shall be by majority vote
17 of those participating and shall be final unless changed
18 upon further appeal as hereunder provided. No mem-
19 ber of the E.C. involved in the case or who has partic-
20 ipated in the matter at earlier stages shall be entitled to
21 participate in the decision on appeal. The E.C. shall
22 have full authority to affirm or to modify or reverse, in
23 whole or in part, the decision of the I.P. or to remand
24 the proceedings for further trial before the L.L. or D.L.
25 or to impose any penalty or fine which it deems to be
26 required. The G.S.T. shall furnish a copy of the deci-
27 sion of the E.C. to each party to the appeal by regis-
28 tered or certified mail.

Appeal from Decision of E.C.

29 SEC. 14. An appeal may be made from a decision of
30 the E.C. by any party to the proceedings before the E.C.
31 to the G.L. convention. Such appeal shall be made in
32 writing to the G.S.T. within 90 days from the date of the

1 E.C.'s decision and shall set forth in specific detail the
2 grounds therefore. The appeal may include a written ar-
3 gument in support of such grounds. The G.S.T. shall
4 notify the E.C. and the opposing party of such appeal
5 and furnish them with a copy thereof. Such party may,
6 within 15 days, file with the G.S.T. a written argument
7 in opposition to the appeal. The appeal shall be referred
8 to the appeals and grievance committee of the conven-
9 tion, and the G.S.T. shall transmit to such committee the
10 record of the proceedings before the lower tribunals of
11 the I.A.M., as well as the arguments of the appellant and
12 of the opposition party.

13 The appeals and grievance committee shall, upon
14 timely request, hear both parties to the appeal in person.
15 However, no party to the appeal shall have a right to ap-
16 pear in person before the convention. The appeals and
17 grievance committee shall make a written recommenda-
18 tion to the convention based upon the record before it,
19 which shall contain its findings, conclusions, and rec-
20 ommendations as to penalty to be imposed, if any. The
21 convention may amend or reject, in whole or in part the
22 findings and recommendations of the appeals and griev-
23 ance committee and find the accused either "guilty" or
24 "not guilty." The convention may also accept or reject,
25 in whole or in part, any recommendation of the appeals
26 and grievance committee with respect to a penalty to be
27 imposed, and may itself provide a substitute penalty by
28 a majority of delegates voting on the question. Such ac-
29 tion of the convention shall be recognized and accepted
30 as final and binding on all parties.

31 Before any appeal can be taken from an E.C. deci-
32 sion, the decision and all orders of the E.C. in relation
33 thereto must be complied with by all parties concerned
34 therein; provided, however, that in the event the E.C.

1 concludes that compliance pending appeal would con-
2 stitute a substantial bar to the exercise of the right
3 thereof, compliance therewith may be waived or mod-
4 ified by the E.C.

5 No officer, member, representative, L.L., D.L., or
6 other subordinate body of the I.A.M. shall resort to any
7 court of law or equity or other civil authority for the pur-
8 pose of securing an opinion or decision in connection
9 with any alleged grievance or wrong arising within the
10 I.A.M. or any of its subordinate bodies until such party
11 shall have first exhausted all remedies by appeal or oth-
12 erwise provided in this Constitution not inconsistent
13 with applicable law for the settlement and disposition of
14 such alleged rights, grievances or wrongs. The I.P.,
15 E.C., and G.L. convention are hereby empowered to re-
16 fuse or defer consideration, or to refuse or defer or with-
17 hold decisions, in any matter pending in any court of law
18 or before any other civil authority as circumstances in
19 their judgment may warrant and justify.

Rights of Member During Appeal

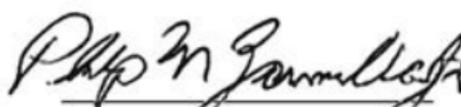
20 SEC. 15. While any member or L.L. is exercising
21 the right of appeal, the financial standing of such mem-
22 ber or L.L. shall not be impaired by refusal to accept
23 dues or per capita tax until after the E.C. has passed
24 upon the appeal.

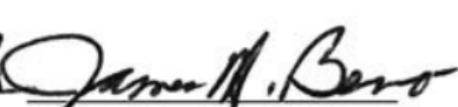
Notification to L.L. and D.L.

25 SEC. 16. Whenever appeals are taken to the I.P.,
26 E.C., a convention of the G.L. or general referendum,
27 the L.L. or D.L. involved shall be notified immedi-
28 ately.

In accordance with the provisions of SEC. 4, Art. XIX, the Committee on Law met for the purpose of considering the necessary revisions to the Constitution as a result of the propositions adopted by the delegates at the September, 2016, Grand Lodge Convention.

All necessary changes have been made in compliance with the terms of this Constitution and a check completed of the proof to be submitted for printing of the newly revised Constitution.


Philip M. Zannella, Jr.
Chairperson


James H. Beno
Secretary


Walter Gerlach


Mark Conner

Jeff Doerr

COMMITTEE ON LAW

Attest:


Gen. Secretary-Treasurer


International President

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CHRONOLOGY OF THE GRAND LODGE CONSTITUTION

Original Constitution adopted in May, 1889, in Atlanta, GA at the 1st Convention of the United Machinists and Mechanical Engineers of America, at which time the name of the organization was changed to National Association of Machinists.

Revised by the 2nd Convention in May, 1890, in Louisville, KY.

Revised by the 3rd Convention in May, 1891 in Pittsburgh, PA, at which time the name of the organization was changed to International Association of Machinists.

Revised by the 4th Convention in May, 1892 in Chicago, IL.

Revised by the 5th Convention in May, 1893 in Indianapolis, IN.

Revised by the 6th Convention in May, 1895 in Cincinnati, OH.

Revised by the 7th Convention in May, 1897 in Kansas City, MO.

Revised by the 8th Convention in May, 1899 in Buffalo, NY.

Revised by the 9th Convention in June, 1901 in Toronto, Ont., Can.

Revised by the 10th Convention in May, 1903 in Milwaukee, WI.

Revised by the 11th Convention in Sept., 1905 in Boston, MA.

Revised by the 12th Convention in Sept., 1907 in St. Louis, MO.

Revised by the 13th Convention in Sept., 1909 in Denver, CO.

Revised by the 14th Convention in Sept. 1911 in Davenport, IA.

Revised by referendum vote in Oct. 1913.

Revised by referendum vote in Aug. 1915

Revised by the 15th Convention in June-July, 1916 in Baltimore, MD and adopted by referendum vote in Oct., 1916.

Revised by referendum vote in Jan., 1917.

Revised by referendum vote in July, 1917.

Revised by referendum vote in Jan., 1918.

Revised by referendum vote in Sept., 1918.

Revised by referendum vote in July, 1919.

Revised by referendum vote in Jan., 1920.

Revised by the 16th Convention in Sept., 1920 in Rochester, NY and adopted by referendum vote in Sept., 1920.

Revised by referendum vote in July, 1922.

Revised by the 17th Convention in Sept., 1924 in Detroit, MI and adopted by referendum vote in Nov., 1924.

Revised by referendum vote in July, 1926.

Revised by the 18th Convention in Sept., 1928 in Atlanta, GA and adopted by referendum vote in Nov., 1928.

Revised by referendum vote in July, 1930.

Revised by referendum vote in Oct., 1932.

Revised by referendum vote in Jan., 1933.

Revised by the 19th Convention in Sept., 1936 in Milwaukee, WI and adopted by referendum vote in Dec., 1936.

Revised by the 20th Convention in Sept., 1940 in Cleveland, OH and adopted by referendum vote in Dec., 1940.

Revised by referendum vote in Jan., 1942

Revised by the 21st Convention in Oct.-Nov., 1945 in New York, NY and adopted by referendum vote in Jan., 1946.

Revised by the 22nd Convention in Sept., 1948 in Grand Rapids, MI and adopted by referendum vote in Dec., 1948.

Revised by referendum vote in Jan., 1950.

Revised by the 23rd Convention in Sept., 1952 in Kansas City, MO and adopted by referendum votes in Nov., 1952 and Jan., 1953.

Revised by referendum vote in Jan., 1954.

Revised by the 24th Convention in Sept., 1956 in San Francisco, CA and adopted by referendum vote in Nov., 1956.

Revised by referendum vote in Feb., 1958.

Revised by the 25th Convention in Sept., 1960 in St. Louis, MO and adopted by referendum vote in Nov., 1960 and special referendum vote in Dec., 1961.

Revised by the 26th Convention in Sept., 1964 in Miami Beach, FL at which time the name of the organization was changed to International Association of Machinists and Aerospace Workers, and adopted by referendum vote in Nov., 1964.

Revised by referendum vote in Jan., 1966.

Revised by referendum vote in Jan., 1967.

Revised by the 27th Convention in Sept., 1968 in Chicago, IL.

Revised by referendum vote in Jan., 1970.

Revised by the 28th Convention in Sept., 1972 in Los Angeles, CA.

Revised by referendum vote in Jan., 1974.

Revised by the 29th Convention in Sept., 1976 in Hollywood, FL.

Revised by the 30th Convention in Sept., 1980 in Cincinnati, OH.

Revised by the 31st Convention in Sept., 1984 in Seattle, WA.

Revised by the 32nd Convention in April-May, 1988 in Atlanta, GA.

Revised by the 33rd Convention in Sept.-Oct., 1992 in Montreal, PQ, Can.

Revised by the 34th Convention in Sept., 1996 in Chicago, IL.

Revised by the 35th Convention in Sept., 2000 in San Francisco, CA.

Revised by the 36th Convention in Sept., 2004 in Cincinnati, OH.

Revised by the 37th Convention in Sept., 2008 in Orlando, FL.

Revised by the 38th Convention in Sept., 2012 in Toronto, ON, Can.

Revised by the 39th Convention in Sept., 2016 in Chicago, IL.

UNION LABEL



GRAND LODGE

International Association of Machinists and Aerospace Workers

Machinists Building

Upper Marlboro, MD 20772-2867



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