**CONSTITUTION, BY-LAWS**

**and**

**WORKING RULES**

**of**

**Local Union No. 54**

**5900 4th Ave S Ste 202**

**Seattle, Washington 98108**

**Telephone (206) 728-7654**

**of the**

**United Union of Roofers, Waterproofers**

**and Allied Workers**

**Adopted November 24, 1919**

**Amended May 6, 1953**

**Amended June 10, 1960**

**Amended June 5, 1973**

**Amended July 2, 1975**

**Amended August 6, 1975**

**Amended February 1, 1984**

**Amended March 5, 1986**

**Amended August 6, 1986**

**Amended September 3, 1986**

**Amended April 6, 1994**

**Amended September 7, 1994**

**Amended April 5, 1995**

**Amended March 8, 2000**

**Amended June 13, 2001**

**Amended April 2007**

**Affiliated with the**

**AFL-CIO and Building**

**and Construction Trades Department**

**CONTENTS**

**PREAMBLE**

**CONSTITUTION**

**ARTICLE 1**

**NAME AND OBJECTS**

**ARTICLE II**

**JURISDICTION**

**ARTICLE III**

**QUALIFICATION FOR MEMBERSHIP**

**ARTICLE IV**

**OFFICERS AND THEIR DUTIES**

**ARTICLE V**

**NOMINATIONS AND ELECTIONS**

**ARTICLE VI**

**DELEGATES**

**ARTICLE VII**

**VACANCIES IN OFFICE**

**ARTICLE VIII**

**CHARGES, TRIALS AND APPEALS**

**ARTICLE IX**

**DISSOLUTION**

**ARTICLE X**

**EXHAUSTION OF REMEDIES**

**ARTICLE XI**

**BONDING**

**ARTICLE XII**

**TRANSFERS AND WITHDRAWALS**

**ARTICLE XIII**

**AMENDMENTS**

**BY-LAWS**

**WORKING RULES**

**INSTALLATION OF OFFICERS**

**INTITIATION OF MEMBERS**

**PREAMBLE**

We, the Journeymen and Apprentice Roofers, Waterproofers and Allied Workers of Seattle, Washington, being desirous of securing unity of purpose among all those of the craft, and to inculcate sentiments of mutual love, do hereby adopt the following Constitution, Laws and Rules:

Let each member read and fully digest the following rules, and it will be discovered that strictly adhering to the same, the overthrow of evil attending our occupation, the advantages or the rights and privilege of labor, the cultivation of mutual affection and mutual regard of each other's welfare, cannot fail to be the result. And every member of this Union will admire respect the triumph obtained by united perseverance and exertion.

**CONSTITUTION**

ARTICLE I

NAME AND OBJECTS

Section 1. This organization shall be known as Local No. 54 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO

ARTICLE II

JURISDICTION

Section 1. The territorial jurisdiction of this Union shall be Clallam, Jefferson, Island, King, Kitsap, Mason, San Juan, Skagit ,Snohomish and Whatcom Counties.

Section 2. The objects of the Union are: To rescue the trade from danger surrounding it and by mutual effort to place ourselves on a foundation sufficiently strong to prevent further encroachments; to assist to secure employment, to maintain fair working conditions with adequate pay for our members and by legal and proper means to elevate the moral and social condition of our members.

Section 3. The Union shall be composed of fully qualified journeypersons , apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article. These workers shall agree to be bound by the Constitution, By-Laws and Working Rules of this Union and of the International Union and comply with the requirements therein set forth. The work jurisdiction of this Union shall be all roofing and waterproofing systems or products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture. These systems or products shall include but not be limited to those outlined in this Article

A. Steep roofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make water-tight.

All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make water-tight.

All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make water-tight.

All cementing in, on or around the said slate or tile roof.

All laying of felt, paper, membranes, ice and water shields, vapor barriers or similar underlayments on sloped roof structures.

All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All dressing, punching and cutting of all roof slate or tile.

All operation of slate cutting or punching machinery.

All substitute material taking the place of slate or tile, such as asbestos slate or tile, cement or composition or Spanish tile, compostion or wood shingles, or shakes, metal shingles and tile, or other substitute materials used on steep roofs.

All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.

All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.

All removal of roofing including but not limited to the materials defined above when a roof is to be replaced.

B. Composition roofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

All forms of plastic, slate, slag, gravel roofing.

All kinds of asphalt and composition roofing and waterproofing.

All rock asphalt and composition roofing.

All rock asphalt mastic when used for damp and water-proofing.

All prepared paper roofing.

All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating.

All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside of building.

All damp course, sheeting or coating on all foundation work.

All tarred floors.

All laying of tile or brick, when laid in pitch tar, asphalt mastic, marmolite, or any form of bitumen.

All laying of felt, paper, membrane, ice and water shields, vapor barriers or similar underlayments.

All mineral surfaced roofing, including 90lb., and SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive.

All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck.

All wood block floors that are set in and/or coated with bituminous products.

All waterproofing of shower pans and/or stalls.

All lining and/or waterproofing of reservoirs, holding ponds, waste treatment structures, landfills, fountains, planter boxes and similar structures regardless of the material being used.

All forms of insulation used as a part of or in connection with roofing, waterproofing or dampproofing, including but not limited to for thermal and/or acoustical purposes.

All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.

All types of coatings, toppings and finishes used on the roof surfaces.

All components of “living roof” systems, including but not limited to membranes, insulations, filters, fleece, vegetation blankets, plantings and soils.

All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.

All solar or photovoltaic cell-type roof membranes used to transform solar energy to electrical energy.

C. Compostion roofers shall also include in their work jurisdiction the following work processes and types of materials including but not limited to:

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:

a. PVC (polyvinyl chloride systems)

b. Butyl Rubber

c. EPDM (ethylene propylene diene monomer)

d. PIB (polyisobutylene)

e. CPE (chlorosulfonated polyethylene)

f. ECB (ethylene-copolymer-bitumen and anthracite dusts. Also known as modified or plasticized asphalts).

g. Modified Bitumens

h. Neoprene

i. NBP (Nitrile Alloy)

j. EIP (Ethylene Interpolymers)

k. TPO (Themoplastic Polyolefins)

All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.

All types of aggregates, blocks, bricks, or stones used to ballast these elasto-plastic systems.

All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane.

All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.

All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.

All priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray system.

All types of pre-formed panels used in waterproofing (Volclay, etc.).

All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

All handling of roofing, damp and waterproofing materials.

All hoisting and storing of roofing, damp and waterproofing materials.

All types of spray-in-place foams such as urethane or polyurethane, and the coatings that are applied over them.

All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.

All wrapping and/or coating of underground piping with bitumastic enamelor cold process, polykin tapes, tapecoat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.

All operation of jeeper or holiday detectors.

All materials laminated to roofing and/or insulation systems.

All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing systems.

D. All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relayed or any materials and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article VII.

E. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

F. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

**ARTICLE III**

QUALIFICATION FOR MEMBERSHIP

Section 1. Any person of good moral character, employed in the craft or various employments over which this Union has jurisdiction, shall be eligible to membership, subject, however, to the following provisions:

(a) He/she shall not be a member of, or in any manner affiliated with, any subversive organization, nor shall he/she become, while a member of this Union, a member of, or in any manner affiliated with, any such subversive organization.

(b) He/she shall not be an employer or independent contractor. Any member becoming an employer or independent contractor shall forfeit his/her membership in this Union. He/she shall apply for and be given his/her withdrawal upon payment of the fee therefore as may be hereinafter fixed. However, his/her failure to apply for such withdrawal card, if he/she becomes an employer or an independent contractor, shall not in any manner be construed to continue him/her as a member.

(c) He/she shall have agreed to comply with and be bound by the terms and provisions of the Constitution, By-Laws and Working Rules promulgated here and of the Constitution and By-Laws of the International Union.

(d) Nothing contained in this Article shall be construed to limit the right of a Local Union to require an applicant to pass an established uniform examination covering his/her mechanical ability and competence to perform the work of this craft.

(e) Members shall be responsible for the payment of and compliance with all obligations owed to the Union.

Members may resign membership by written notice to the Local Union Secretary. Such resignation shall be effective upon its receipt by the Local Union Secretary or as mandated by law. Resignation shall not excuse or relieve responsisbility for violations occurring before its effective date. Thereafter, the Local Union Secretary shall forward a copy of such resignation to the International Secretary-Treasurer.

Whenever a member has been removed from the membership rolls for nonpayment of dues and fails to re-enroll himself within three months thereafter, said member shall stand expelled. An expelled member seeking re-admission must comply with all requirements with respect to applications and fees as is required of a new applicant, plus an amount equal to three (3) months of dues at the current rate.

Any member who resigns when in arrears of dues or who has been expelled, and thereafter re-applies for membership, must pay a $250.00 application processing fee. This fee is over and above the Local’s initiation fees and is due in full at the time that the reapply- cation for membership is made. This fee applies to any member becoming expelled or who resigns when in arrears in dues, and who re-applies for membership within a six (6) month period of being expelled or resigning as described above. Payment of this $250.00 fee may be made only by one of the following means: Cashiers check, Money Order or cash.

**ARTICLE IV**

OFFICERS AND THEIR DUTIES

Section 1. The officers of this Union shall consist of a President, Vice-President, Business Manager and five (5) Executive Board members.

Section 2. Said officers shall serve terms of three years with no limit imposed on the number of terms served.

Section 3. The President shall:

(a) Preside at all meetings of the Union, except for the Executive Board, and preserve order.

(b) Decide on all points of law and order, subject to an appeal from the chair to the meeting;

(c) Have the right to speak on questions by vacating the chair, to vote on all elections of officers. Have deciding vote in case of a tie, except in the election of officers and delegates. He/she shall be a member (ex-officio) of all committees including the Executive Board and shall have the power to call special meetings when requested by five (5) members in good standing.

(d) See that the Constitution, By-Laws and Rules are strictly complied with;

(e) Appoint all committees, not otherwise provided for;

(f) Have the power, if he/she deems it necessary, at any time, to appoint a floor committee, whose duty it shall be to preserve order and to allow no intoxicated or disorderly person in the hall;

(g) Sign all orders upon the treasurer;

Section 4. The Vice-President shall assist the President in the discharge of his/her official duties. He/she shall preside in lieu of the President, when the President is absent or when he/she vacates the Chair for the purpose of speaking upon a question. In case of the death, resignation or removal from office of the President, the Vice-President shall perform the duties of the President until an election is held to fill the vacancy in that office. He/she shall preside at all meetings of the Executive Board to preserve order therein.

Section 5. The Business Manager shall include the positions of Recording Secretary, Financial Secretary-Treasurer and Business Agent.

(a) The Recording Secretary shall keep correct minutes of each meeting and shall read all correspondence, documents and communications.

(b) The Financial Secretary-Treasurer shall receive all dues and monies paid into the Union. He/she shall carry on such correspondence as pertains to his/her office in the name of the Union. He/she shall be custodian of the archives and seals of the Union, and perform such other services as the duties of this office may require. He/she shall keep an accurate account of all monies received and expended and a correct account of each member and full name and address. He/she shall give a financial report at each meeting. He/she shall draw all warrants and countersign all orders and perform such services as the duties of his/her office may require. He/she shall keep a yearly dues book, wherein shall be recorded each member's name, when he/she is admitted to membership, when he/she pays dues and assessments, when he/she is expelled, withdrawn or dies, which book shall be the register of the Union. He/she shall issue receipts for all monies collected and shall make no disbursements (except for paying current bills) without the sanctions of the Union. All bills shall be paid by check and countersigned by the President or the Vice-President. He/she shall deliver to the Auditor, designated by the Union, all books, records, accounts, bills, statements and etc., belonging to his/her office, at the end of each quarter for auditing. He/she shall deposit all money in a bank the same not to be drawn out except by order of the Union, signed by the President or Vice-President. He/she shall maintain all records as are provided for by Article VI of the By-Laws of the International Union and shall keep such records for the period of time required by law, and shall be bonded in the manner and form required by law.

(c) The Business Agent shall make certain that all rules and regulations of the Union are complied with. He/she shall carry out the instructions of the Union. It shall be his/her duty to promote the best interests of the Union, to oversee all work coming under the jurisdiction of the Union, to see that the Constitution and By-Laws are lived up to by all of the members and to make certain that all contractual obligations between Employers and Employees and the Union are complied with. He/she shall be a Delegate to the Local Building and Construction Trades Council, a Delegate to the Northwest District Council and a Delegate to the International Convention. And a Trustee on the Northwest Roofers and Employers Health & Welfare Trust Fund.

Section 6. In addition to the officers herein before provided for, there shall be an Executive Board, which shall consist of five (5) members. Each member other than the officers shall be elected in the manner and form and at the time provided for in Article V. The Executive Board shall be the trial board and have such duties as are herein provided for or as many duties as from time to time be given to it by the membership

(a) To decide all points of law.

(b) All grievances, appeals, and trial board actions submitted to them and their decisions shall be final and binding.

(c) A majority vote of the Executive Board shall rule on all matters brought before it.

(d) Duty to appoint a warden.

It shall be their duty to see that the Business Manager deposits, in such bank as the Executive Board may decide, all money over and above such sums as the Union may decide shall be left in his/her hands for expenses or legal bills, instructing the officers of the bank to pay no money on the account of the Union except when countersigned by the President or Vice-President.

They shall examine the books of the Business Manager on the last meeting of each Fiscal Quarter and report the same to the Union at the next meeting. Executive Board members shall receive the sum of twenty-five dollars ($25.00) per diem per regular E-Board meeting.

Section 7. All officers shall deliver all of their books, records and other property of the Union in their possession to their respective successors in office upon the close of the respective terms of office.

Section 8. Salaries: The salary of the Business Manager shall be one-hundred and seventy-six hours per month at no less than the prevailing journeyman scale for roofers. After one (1) year of service the Business Manager shall receive one (1) week vacation with pay. For additional vacation time the reasonability of dates shall be determined by the Local Union Executive Board. All delegates, when away from home overnight shall be reimbursed the prevailing subsistence for the area as set by the Executive Board. An officer removed from office shall not be eligible to receive any salary for the balance of the term of the office from which he/she was removed. All salaries of the officers shall be paid from the general fund.

Section 9. In the event the Local Union provides an automobile or provides an allowance for the use of the automobile, it is recognized that such officers or employees are responsible for its safekeeping.

**ARTICLE V**

NOMINATIONS AND ELECTIONS

Section 1. No member shall be eligible to hold office unless he/she is a journeyman and has been a member in continuous good standing for at least two (2) years prior to nominations.

(a) A member in good standing can nominate another member in good standing for office, whether or not the member nominated is present at the time of nomination.

(b) No member who is, or has been a member of a subversive organization shall be eligible to hold office.

(c) No member who has been convicted of, or served any part of a prison term resulting from his/her conviction of a felony, or a violation of Title II, or Title III of the Labor-Management Reporting and Disclosure Act of 1959, or conspiracy to commit any such crime shall be eligible to hold office during or for five years after such conviction or after the end of such five-year period his/her citizenship rights are fully restored or the Board of Parole of the U.S. Department of Justice determines that such member's service as an officer would not be contrary to the purpose of the Labor-Management Reporting and Disclosure Act of 1959.

(d) No member shall be eligible to hold office if said member shall have, at any time in the past, been tried by either the Union or the International Union and found guilty of misappropriation, embezzlement or theft of funds belonging to either the Union or International Union.

(e) Any member willfully committing or attempting to commit fraud or in any way corrupting or obstructing an election of officers of the Union shall be cited on charges to appear before the Executive Board and upon conviction, shall be subject to penalty.

Section 2. Nominations for office shall be made at the first meeting in July.

(b) Installation of officers shall take place as the first order of business at the August meeting

(c) Vacancies occurring in any office shall be addressed at the next regular meeting in a manner provided for in regular election.

(d) A President pro tem shall be elected in the absence of both the President and the Vice-President, the Recording Secretary calling the meeting to order.

Section 3. Officers shall be elected by secret mail in ballot every three years.

The President shall appoint an Election Board, consisting of one (1) judge to supervise the election and two (2) tellers (all of which shall be members in good standing). Election Board members may be reimbursed expenses on approval of the Executive Board.

1. Ballots will be mailed to all members not expelled at their last known address.
2. Voting shall be by secret ballot and shall be conducted by mail. The Election Board shall rent a Post Office Box in the County of King for the mailing of ballots. Each member in good standing shall be entitled to a ballot.
3. The Election Board shall be responsible for the conduct of the election, for the preparation of the list of eligible voters showing the member’s name and last known address as it appears in the records of the Local Union. The Board shall be in charge of all ballots, return envelopes and Notices of election.
4. The return envelopes shall be imprinted with the address of the Post Office Box approved by the Election Board. The election notice shall specify the date of the election, the address of the Post office Box and shall contain simple instructions relative to mailing the ballot in time for counting on the election date. The Election Board shall make it certain that adequate safeguards are maintained so as to protect the secrecy of the ballots.

The mail in ballot system shall consist of three (3) envelopes as follows:

* 1. One envelope to each member which will contain (2) and (3) below, plus simple instructions along with the ballot.
  2. A return envelope pre-addressed with the designated PO Box and the member’s return address in the upper left hand corner; and
  3. The BALLOT envelope clearly marked to contain the ballot.

No fewer than two (2) members of the Election Board shall pick up the ballots. They then shall check each member’s name on a master list and open the return envelope, remove the ballot envelope and deposit it into the ballot box. After all this procedure is finished the ballot envelopes are then emptied out of the ballot box and counted thus protecting the member’s anonymity.

1. The President shall appoint two (2) observers at the counting of the ballots. The observers must be members in good standing and conduct themselves in an orderly manner. Observers may challenge the eligilibity of voters and all challenged ballots shall be investigated to determine their validity as promptly as possible only if the challenged ballots are sufficient to affect the results of the election.
2. Protests concerning the Election Board’s rulings, or the conduct and validity of the election shall be filed in writing within forty-eight (48) hours with the International President or his designee.
3. The Election Board shall maintain such procedures as are necessary to determine the identification of the voter and the member’s eligibility to vote.
4. All records of the voting shall be preserved by the Secretary /Treasurer for a period of not less than one (1) year.
5. Any member willfully committing or attempting to commit fraud or in any manner corrupt or obstruct an election shall be cited on charges to appear before the Executive Board.

Section 4. Delegates shall be elected by secret ballot at the same time as officers are elected, except that an election of delegates may be held more often, if necessary.

Section 5. At least fifteen (15) days prior to the date of nominations, specific notice of the date, time and place of the nominations meeting and the offices involved (including delegates) to be elected shall be given in such manner as shall be reasonably calculated to reach the members in time to give them an opportunity to make nominations of candidates.

Section 6. Every member in good standing for a period of not less than six (6) months prior to elections shall have the right to nominate one candidate, but only one, for each office open. And vote for, or otherwise support the candidate of his choice.

Section 7. Any questions of eligibility of candidates nominated at any nomination meeting shall be decided by the President within twenty-four (24) hours and shall be appealable to the International President or his designee.

Section 8. No member shall hold more than one of the following offices at any one time: President; Vice President, Business Manager (which includes the positions of recording secretary, financial secretary-treasurer, and business agent); Executive Board Member (except ex-officio members). An individual may be nominated for more than one office, but a member so nominated for more than one position must notify the Business Manager in writing of the specific office, if any, for which he/she will run within seven (7) calendar days of his/her nomination or he/she will be deemed to have declined any nomination.

Section 9. Nominations shall not be closed until a call for further nominations has been made three (3) times by the chair, without further nominations being made.

Section 10. Immediately after the close of nominations, the President shall appoint an Election Board, consisting of one judge to supervise the election and such tellers and clerks as may be necessary. All members of the Election Board must be in good standing prior to their appointment. A candidate for any office shall not be eligible to appointment to the Election Board.

Section 11. The Election Board shall have complete charge of the election, subject to the

following rules:

(a) Elections shall be held at the first meeting following nominations.

(b) After the nominations, but not less than fifteen (15) days prior to the election, specific notice of the date, time and place of the election shall be mailed to each member at his last known address by the Business Manager.

(c) Voting shall be conducted by secret mail-in ballot. The Election Board shall provide the number of ballot boxes or voting machines and booths deemed necessary for the election. There shall be no proxy vote, no write-in of candidates, nor will any nominations be permitted on the day of the election. Each member in good standing shall be entitled to one vote for each office.

(d) The Business Manager shall arrange the ballot, listing the candidates alphabetically, and shall also be present at the election with an alphabetical list of all members of the Union eligible to vote.

(e) Each candidate shall have the right to have an observer who shall be a member of the Union at the counting of the ballots. Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be set aside pending determination as to their validity. All challenges shall be investigated to determine their validity as promptly as possible if the challenged ballots are sufficient in number to affect the result of the election.

(f) In the event there shall be any protest or charges by any member of the Local Union concerning the conduct of an election after the election has been held, such protest or charges shall be made in writing by registered or certified mail by such member to the Business Manager within forty-eight (48) hours after the final tally of ballots and shall set forth the exact nature and specifications of the protest or charges and such member's claim as to how it has affected the outcome of the election. Such protest or charges shall be referred immediately by the Business Manager to the Local Union Executive Board which shall decide such protest or charges within five (5) days after receipt thereof. The Business Manager shall immediately notify such member in writing of the Executive Board's decision. The decision of the Local Union Executive Board shall be appealed within forty-eight (48) hours from the receipt of the decision to the International President or his/her designee, who shall decide such an appeal within twenty (20) days after receipt of the protest.

(g) Officials of the Election Board shall not campaign for any candidate.

(h) The Election Board shall maintain such procedures as are necessary to determine the identification of the member voting and his eligibility to vote.

(i) Where there is more than one candidate for the office, the candidate receiving the most votes shall be declared elected. When more than one member is to be elected, as in the case of delegates the candidates receiving the most votes shall be declared elected.

(j) After the completion of the count, the ballots shall be sealed by the Election Board and turned over to the Business Manager.

(k) All nomination and election records, including the minutes of the nominations and the ballots cast, shall be preserved by the Business Manager for a period of at least one year.

(l) Any member of the Election Board violating any of the laws relating to an election shall be tried by the Executive Board upon charges properly made, and if found guilty, shall be subject to the penalties imposed upon him by the Executive Board.

Section 12. In connection with the nominations and elections the Business Manager:

(a) Shall at the time of any nomination review the eligibility to hold office of any member at his/her request and shall make a report on the eligibility of that candidate at such meeting or within five (5) days thereafter to any interested member.

(b) Shall, upon reasonable request of any bona fide candidate for office arrange for the distribution of any campaign literature by mail, or otherwise, to all members in good standing, provided, that in making such request, such candidate pays the estimated cost involved in advance, and the full cost within thirty (30) days after the election.

(c) May require that all campaign literature be presented to him/her at the office of the Union not later than thirty days prior to the date of the election and may, where in his judgment it appears necessary, provide for a consolidation of such distribution, shall be assessed upon the candidates involved on a pro-rata basis;

(d) Shall, to the extent required by law, make available for inspection by any bona fide candidate the membership list of the Union covered by Union security agreement, once within thirty (30) days prior to the date of election. Such inspection shall be arranged by the candidate with the Business Manager in advance. No candidate shall be permitted to copy any names or addresses of members shown on such list and such inspection must be made in the presence of the Business Manager or his designee;

(e) Shall retain copies of all requests for distribution of campaign literature and copies thereof, shall, make record of the date the literature was distributed, the cost thereof, and the amount received for such work and for postage, a copy of the notices of nomination and of election, a copy of the ballot, the official tally sheets and all other records relating to the election; and

(f) Shall anticipate the installation of officers immediately following elections.

**ARTICLE VI**

DELEGATES

Section 1. The Union shall affiliate with and elect delegates to local State Building Trades Councils, District Councils, the King County and Washington State Labor Council and to the Convention of the International Union.

Section 2. In electing delegates to the organizations, the Union by a majority vote of the membership present at a meeting called for that purpose may reduce the number of delegates to be chosen.

**ARTICLE VII**

VACANCIES IN OFFICE

Section 1. Any officer who absents himself/herself for three (3) consecutive meetings without a satisfactory excuse shall be removed from office, as shall any officer found guilty of conduct unbecoming an officer and member of the Union.

Section 2. In the event a vacancy shall occur in an elective office, such vacancy shall be filled by special election. The President at a regular meeting shall announce such vacancy, and thereafter, the procedures relating to nominations and election of officers in accordance with Article V shall apply; except for the date time and place of election, which shall be determined by the President.

**ARTICLE VIII**

CHARGES, TRIALS AND APPEALS

Section 1. Every member of the Union shall have the right to meet and assemble freely with other members, to express any views upon candidates in an election or upon any business properly before the meeting. Every member shall have equal rights and privileges to nominate candidates, to vote in elections, to attend membership meetings, and to participate in the deliberations and voting upon the business properly before the meeting. Nevertheless, the rights of each member are subject to the rules and regulations herein adopted and nothing herein contained shall be construed to impair the right of this Union to adopt and enforce reasonable rules as to the responsibility of each member toward the Union, and each member is obligated to refrain from conduct that would interfere with the performance by its officers and members of legal contractual obligations of the Union.

Section 2. Whatever charges are preferred against any member, or officer, the charges shall be filed in triplicate with the Business Manager who shall file one copy with the International Secretary-Treasurer, retain one copy for use by the Trial Board and serve, either in person, or by registered, or certified mail, one copy of the charges specifying the matter of the offense upon the accused.

Section 3. The accused shall be required to stand trial at the time and place designated by the Trial Board, which shall not be less than ten (10) days from the date the charges are served upon the accused. Notice of the time and place of trial shall be given by the Business Manager in the manner as provided in the preceding Section. The accused may appear in person and with witnesses to answer the charges. He/she may select a member of the Union to represent him/her. No interested member shall sit on the Trial Board.

Section 4. If the charges, or any portion thereof, are sustained, then the Trial Board shall render judgment, imposing disciplinary action as herein provided. If the charges are not sustained, they shall be dismissed and the accused restored to full rights of membership or office in this Union, as herein provided. The disciplinary action may consist of reprimands, fines, suspension or expulsion, consistent with law. Any fines or financial sanctions, collections, etc., may be enforced through the courts of the State of Washington, with the prevailing party being entitled to Attorney’s fees.

Section 5. In the event disciplinary action is taken against the accused, he/she may make an appeal from the decision to the International Executive Board, and thereafter to the Convention in the manner and form specified and set forth in the International Constitution and By-Laws

Section 6. The basis for charges against members and officers shall among other things, consist of the following:

(a) Violation of any specific provision of this Constitution, By-Laws and Working Rules promulgated.

(b) Violation of the oath of loyalty to the Union and the International Union.

(c) Violation of the oath of office.

(d) Gross disloyalty or conduct unbecoming a member.

(e) If an officer, gross inefficiency which hinders or impairs the interests of the Union or the International Union.

(f) Misappropriation.

(g) Secession or fostering secession.

(h) The wrongful taking or retention of any books, papers, or any other property belonging to the Union, the International Union, or the District Council.

(j) Activities which tend to bring the Union or International Union into disrepute.

(k) The mutilation, erasure, destruction or injury to any books, bills, receipts, vouchers or other property of the Union, the International Union or District Council, except in the manner which may be provided for in this Constitution or By-Laws promulgated hereunder.

(l) If any member knowingly works or remains in the employment of an Employer whose men are on strike or locked out, unless he/she has the permission of the Union or the International Union.

(m) If any member knowingly gives or attempts to give, directly or indirectly, any information to any employer whose employees are on strike or locked out or whose employees are trying to secure an agreement or improvement in their working conditions, for the purpose of assisting such employers or for any gain or promise of gain.

**ARTICLE IX**

DISSOLUTION

Section 1. This Union may not be dissolved while there are a majority of dissenting members. The withdrawal of secession of any members individually or jointly shall in no way affect the right or title of the Union to the property or money of the Union or of the International Union.

**ARTICLE X**

EXHAUSTION OF REMEDIES

Section 1. No member or officer of this Union shall resort to any court or agency outside this Union or the International Union unless and until he/she has exercised all his/her rights as a member, and all forms of relief and avenues of appeal as provided by the Constitution and By-laws of the Local and the International Union have been exhausted by him/her, unless otherwise provided by statute.

**ARTICLE XI**

BONDING

Section 1. Every officer, agent, shop steward or other representative or employee of this Union or of a Trust in which this Union is interested, who handles funds or other property thereof shall be bonded for the faithful discharge of his/her duties; the bond, which shall be fixed at the beginning of each fiscal year of this Union, shall be in the amount not less than ten (10) percent of the funds handled by him/her and his/her predecessor or predecessors, if any, during the preceding fiscal year, but in no case should the bond be more than five hundred thousand dollars ($500,000.00). Such bonds shall be individual or schedule in form, and shall have a corporate surety company as surety thereon and shall otherwise conform to statute. Any person who is not covered by such bonds shall not be permitted to receive, handle, disburse, or otherwise exercise custody or control of the funds or other property of this Union or of a Trust in which this Union is interested; no such bonds shall be placed through an agent or broker or with a surety company in which this Union or any officer is interested.

**ARTICLE XII**

TRANSFERS AND WITHDRAWALS

Section 1. Transfers and withdrawals shall be governed by the Provisions of the International Constitution and By-Laws.

Section 2.

(a) Any member who seeks to deposit a transfer or withdrawal card and has been a member of the International Union for less than three (3) years, may be required to pass an established examination of his/her mechanical ability and competence to perform the work of the craft.

(b) This requirement applies to all applicants for membership under Article V, Section 1 of the By-Laws.

**ARTICLE XIII**

AMENDMENTS

Section 1. This Constitution may be amended by a two/thirds (2/3) majority vote of a regular meeting. When such amendment is proposed, the amendment shall be written out in its proposed form and signed by five (5) members in good standing, stating the particular article and section to be amended. Said proposed amendment(s) shall be read at two (2) successive regular membership meetings, to include desired discussion at each such meeting. The proposed amendment(s) will also be read at a third successive membership meeting, with or without discussion at the discretion of the meeting chair, thereafter followed by a secret ballot vote in a manner provided for by Local Union policy. No Article to be changed more than once per annum.

**BY-LAWS**

**ARTICLE I**

Section 1. This Union shall meet on the first Wednesday of each month in Seattle. Said meetings shall be called to order at 7:00 P.M.

Section 2. Eight members shall constitute a quorum.

**ARTICLE II**

Section 1. All members of this Union shall furnish the Business Manager with their addresses and phone numbers and shall immediately notify the Business Manager of a change of address or telephone number.

Section 2. All payments made by an applicant shall be credited to initiation or reinitiation fee as provided in the International Constitution and By-Laws.

Section 3. The payment of a permit fee or the issuance of a work permit is prohibited.

Section 4. No member shall be permitted to work in the territory of another local union whose established wage scales are greater than the wage scales of this Union, unless said member shall receive the greater wage.

**ARTICLE III**

Section 1. Whenever a collective bargaining agreement is about to be negotiated, modified or extended, the members, at a regular meeting, held prior to the day when notice must be given, shall consider and determine what bargaining demands shall be made; or, the alternative, the membership may authorize the appointment by the President of a Labor Negotiating Committee, which Committee shall formulate the demands to be presented to the employers meet and negotiate the terms of a proposed Collective Bargaining Agreement with the employers or their representatives and report the results of the activities to the membership. The Labor Negotiating Committee may agree upon the terms of a Collective Bargaining Agreement subject to approval of the membership.

Section 2. Authorization for a strike shall be voted upon by referendum mail in Secret Ballot. The President shall appoint an Election Board, consisting of one judge to supervise the election and two (2) tellers (all of which shall be members in good standing). Election Board members may be reimbursed expenses on approval of the Executive Board.

Section 3. Ballots will be mailed to all members not expelled at their last known address.

Section 4. The Election Board shall have complete charge of the election, subject to the following rules:

(a) The election shall be held prior to the expiration of the current Collective Bargaining Agreement on a date set by the Election Board which date shall be not less than fifteen days prior to the expiration of the Agreement.

(b) Voting shall be by secret ballot and shall be conducted by mail. The Election Board shall rent a Post Office Box in the County of King for the mailing of Ballots. Each member in good standing shall be entitled to a ballot.

(c) The Election Board shall be responsible for the conduct of the election, for the preparation of the list of eligible voters showing the member's name and last known address as it appears in the records of the Local Union. The committee shall be in charge of all ballots, return envelopes and Notices of election. The ballot shall list the choices as "YES, I authorize the Negotiations Committee to call a strike if they deem it to be necessary"; or, "NO I do not authorize the Negotiations Committee to call a strike".

The return envelopes shall be imprinted with the address of the Post Office Box approved by the Election Board. The election notice shall specify the date of the election, the address of the Post Office Box and shall contain simple instructions relative to mailing the ballot in time for counting on the election date. The Election Board shall make it certain that adequate safeguards are maintained so as to protect the secrecy of the ballots.

The mail in ballot system shall consist of three envelopes as follows:

(1) One Envelope to each member which will contain (2) and (3) below, plus simple instructions along with the ballot.

(2) A return envelope pre-addressed with the designated PO Box and the member's return address in the upper left hand corner; and

(3) The BALLOT envelope clearly marked to contain the ballot.

No fewer than two members of the Election Committee shall pick up the ballots. They then shall check each individual's name on a master list and open the return envelope, remove the ballot envelope and deposit it into a ballot box. After all this procedure is finished the ballot envelopes are then emptied out of the ballot box and counted thus protecting the individuals’ anonymity.

(d) The President shall appoint two observers at the counting of the ballots. The observers must be members in good standing and conduct themselves in an orderly manner. Observers may challenge the eligibility of voters and all challenged ballots shall be set aside pending determination as to their validity. All challenged ballots shall be investigated to determine the validity as promptly as possible only if the challenged ballots are sufficient to affect the results of the election.

(e) Protests concerning the Election Board's rulings, or the conduct and validity of the election shall be filed in writing within forty-eight hours with the International President or his/her designee.

(f) The Election Board shall maintain such procedures as are necessary to determine the identification of the voter and the members' eligibility to vote.

(g) All records of the voting shall be preserved by the Secretary/Treasurer for a period of not less than one (1) year.

(h) Any member willfully committing or attempting to commit fraud or in any manner corrupt or obstruct an election shall be cited on charges to appear before the Executive Board and upon conviction be subject to penalty.

If a settlement cannot be reached in connection with the negotiation of a Collective Bargaining Agreement, after reasonable means of achieving a settlement through the process of Collective bargaining have been used, the matter shall be subject to a strike, which shall be voted upon by the members present at a meeting at which the matter of strike sanction is presented for action.

**ARTICLE IV**

Section 1. To encourage the prompt payment of dues and subject to strict compliance with the provisions of the Constitution and these By-Laws in all respects, there is hereby established a death benefit plan to assist members of this Local Union. It is specifically understood that this Local Union is not an insurance company or fraternal benefit association, and the provisions relating to these death benefits are to be strictly construed. Nothing herein contained shall raise any other presumption.

The Business Manager and President are directed to execute any documents needed by the International Union to keep in effect any death benefit plan which it may have. The Business Manager is directed to remit the cost thereof to the International Secretary-Treasurer without awaiting any instructions from the Local Union to do so.

All obligations to pay death benefit claims shall exist only to the extent of the inclusion of this Local Union in the death benefit plan maintained by the International Union, whether insured or not, and in the event death benefits shall not be payable there under, no liability shall attach against the funds of this Local Union or against any of its officers or members.

Section 2. To be eligible for death benefits, a member must be in continuous good standing for the purpose of determining only whether a beneficiary is entitled to a death benefit, all dues and other outstanding obligations of such member must be paid on or before the last day of the third month succeeding the due date. Any member who has not paid such dues or obligations in the manner set forth above is not a member in good standing for this purpose.

It is the duty of each member to see that his/her dues and obligations, due to this Local Union, are promptly paid and no one else may be held accountable for the payment or collection of such monies.

In addition to the payment of dues and obligations a member shall not be in good standing if he/she has been suspended or removed by action of any tribunal for any misconduct or violation under the Constitution and these By-Laws or the Constitution and By-Laws of the International Union.

Section 3. For all members who were members in good standing for the period hereinafter indicated, and die after July 1, 2004, the following death benefits shall be paid.

(a) To a member from the date of his/her enrollment by the International Secretary-Treasurer, in good standing for more than six full months, but not exceed twelve full months, the sum of One Thousand Two Hundred Dollars ($1200).

(b) To a member in continuous good standing for more than twelve (12) full months, but not to exceed eighteen (18) full months, the sum of one thousand eight hundred dollars ($1,800.00).

(c) To a member in continuous good standing for more than eighteen (18) full months, but not to exceed twenty-four (24) full months, the sum of two thousand four hundred dollars ($2,400.00).

(d) To a member in continuous good standing for more than twenty-four full months, but not to exceed thirty-six months, the sum of Three Thousand Dollars ($3000).

(e) To a member in continuous good standing for more than thirty-six full months, but not to exceed sixty full months, the sum of ($4,500).

(f) To a member in continuous good standing for more than sixty full months, the sum of Four Thousand Seven Hundred Fifty Dollars ($4,750).

(g) To a member in continuous good standing for more than sixty full months, the sum of Five Thousand Dollars ($5000) effective January 1. 2007. Section 4. A member who stands removed from the rolls for non-payment of dues, as provided by the By-Laws, and who within three (3) months after such removal from the rolls pays all of his/her dues to date plus the re-enrollment fee required of him/her, becomes in good standing on the day of such payment as though he had never been removed from the rolls. If such member removed from the rolls shall fail to re-enroll himself/herself within three (3) months after such removal from the rolls, he shall not thereafter acquire any death benefits rights, unless he/she shall be reinitiated the same as a new member and pays the full initiation fees; he/she shall then be entitled to death benefits as a new member from the date of re-initiation by the International Secretary/Treasurer.

A member suspended for any reason other than non-payment of dues shall not be entitled to any death benefits during such period of suspension. At such time as the suspension is lifted and such member's dues, fines and penalties are paid, the member shall revert to good standing, as though he/she had never been suspended.

Section 5. The death benefits herein set forth are for the sole purpose of providing a suitable and decent burial for the members and they are not to be construed to be benefits due under an insurance policy or insurance plan.

Section 6. Payment of the balance of the death benefits, after the payment of the funeral expenses, shall be made to the decedent's designated beneficiary. Where the deceased member did not name a beneficiary, and has no next of kin, the Local Union shall arrange for a funeral for that member and apply the death benefit towards the payment. In the event the deceased member left surviving him/her next of kin, any money remaining after the undertaker's bill has been paid shall be paid to the next of kin of the deceased in the following order:

1. To the wife of the deceased.

2. To the child or children of the deceased.

3. To the parents of the deceased.

4. To the brothers and sisters of the deceased.

In any case where a dispute arises as to who is entitled to the benefits herein provided for, the payment thereof to the administrator, executor, or next of kin as herein above provided for, shall fully release this Local Union of its obligations there under and any such payment shall fully discharge and release this Local Union and all of its officers and members, past, present and future, of and from any further liability to pay again even though and in the event an error in payment has been made.

Section 7. Actions at law or suits in equity or claim for death benefits shall be barred unless such action or suit or claim is filed within one (1) year from the date of death.

Section 8. The acceptance of delinquent dues from his/her representative, next of kin of beneficiaries, of a member not in good standing at the time of his/her death shall not be construed as a waiver of the provisions regarding death benefits and shall not entitle anyone to such death benefits.

Section 9. No lapse of time or unexplained disappearance of a member without actual proof of the death of such member shall entitle his/her estate, next of kin, or any such person to the death benefit payments provided herein. Such benefits shall be paid only where there is positive proof of death. This provision however, shall not apply to any member whose next of kin may be entitled to death benefits and who has become a member of the armed forces of the United States and his/her death reported by the Secretary of Defense or the Secretary of the Navy.

**ARTICLE V**

Section 1. (a) Any applicant for membership shall pay an Initiation Fee as set from time to time by the membership of the Union with in accordance of Article XIII of the Constitution. When an applicant is unable to pay his/her initiation fee in full and desires to make payment on account thereof, the amount to be applied shall be set from time to time by the Executive Board. The amount in full is to be paid within a six (6) month period. All money over the six (6) month period shall be forfeited. The application for membership shall be submitted to the International Secretary-Treasurer, as provided for in Article V of the International By-Laws.

(b) In the event an applicant paying his/her Initiation Fee on the installment plan fails to pay said Initiation Fee in full, he/she shall not hereafter be entitled to recover any portion of the money so paid by him/her, either from the Local Union or the International Union.

Section 2. (a) Membership dues shall not be less than One (1) hour journeyman total wage package per month. Plus per capita tax increases as provided in the International By-Laws Article V Section 3, beginning January 1, 1985. The dues schedule shall be based on the highest Journeyman wage rate in effect within the Local Union. Whenever a member in good standing shall become sick and/or injured and shall be unable to work for fifteen (15) consecutive days or more in a calendar month because of such sickness or injury, he/she shall be eligible for a reduced rate. The reduced "sick" rate shall be equal to the sum of the International per capita plus the International death benefit burial. Said member shall have verifiable Physician documentation in the Union office before any reduction is granted.

(b) All dues shall date and become due from the month of enrollment in the International Union, and be payable in the month that they are due. No extension of time may be granted to any delinquent member. A member in arrears three (3) months on the payment of his/her dues shall stand removed from the rolls forthwith. A member removed from the rolls must take the necessary steps to again be entered on the rolls, as provided for in the International Constitution, within three (3) months from the date of removal from the rolls, or he/she shall forfeit all rights to have his/her request for re-enrollment considered. He/she must pay all dues, re-enrollment fees, and any other obligations which may have accrued up to the date of his/her request for re-enrollment. A member who has been removed from the membership rolls and who within three (3) months does not avail himself/herself of rights to be re-enrolled and thereafter desires to become a member shall be re-initiated again as a new member.

(c) Whenever a member has been removed from the membership roll for nonpayment of dues, he shall pay in addition to any other obligations, a re-enrollment fee of twenty dollars ($20.00). Any member that does not avail himself/herself of rights to be re-enrolled and thereafter desires to become a member shall be re-initiated again as a new member, and shall pay an additional ten dollar ($10.00) re-initiation fee over the amount set in Section 1. (a) of the Article.

(d) Whenever a member has been removed from the membership rolls for nonpayment of dues and fails to re-enroll himself within three months thereafter, said member shall stand expelled. An expelled member seeking re-admission must comply with all requirements with respect to applications and fees as is required of a new applicant, plus, at the discretion of the Business Manager, an amount equal to three (3) months dues at the current rate.

Section 3. Notwithstanding anything contained in Section 2 of this Article, to be a member in good standing, all dues and other outstanding obligations of such member must be paid on or before the last day of the third month succeeding due date. Any member who has not paid such dues or obligations in the manner set forth above is not a member in good standing. A suspended member, a member who has not paid a fine or penalty levied against him, or an expelled member, is not in good standing.

Section 4. (a) Reasonable notice shall be given by the Business Manager to the membership at least fifteen (15) days prior to the meeting at which the membership will consider the question of whether or not Dues or Initiation fees shall be increased or a general or special assessment is to be voted on. Such meeting may be general or special.

(b) At the regular or special meeting called as provided in this Section voting shall be by secret ballot of the members in good standing.

(c) A majority vote by secret ballot of the members in good standing voting at such meeting shall decide the issue.

Section 5. All monies from whatever source collected shall be deposited in a bank account in the name of the Union, subject to withdrawal upon the signature of the Business Manager in his/her official capacity, countersigned by the President or Vice President. All bills shall be paid by check, except such amounts which do not exceed $20.00, which may be paid from the petty cash fund. The petty cash fund may be replenished by check drawn on the general union funds. The Business Manager is authorized to pay such items as are fixed or determined by the International Constitution and By-Laws as well as such items as are fixed by this Constitution and By-Lays. In addition, he/she shall pay such items as rent, telephone, lights, stamps and miscellaneous office supplies and expenses as have been directed to be paid by action of the membership; provided however that such expenditures shall be reported on by the Business Manager at the next following meeting.

Section 6. Membership in this Union shall not vest any member with any right, title or interest in or to the property or to the assets of this Union, whether now owned or possessed or whether here after acquired, and each member hereby expressly waives any right, title or interest in or to the funds, property, to the assets of this Union.

Section 7. No officer, delegate, representative or member shall be exempt from his/her obligation to pay dues and such officer, delegate, representative or member shall not be credited for the payment of dues in return for services rendered.

**ARTICLE VI**

All financial obligations imposed upon the members of this local union by this Constitution and By-Laws, the District or State Council Constitution and By-Laws, or the Constitution of the International Union shall constitute a civil debt collectible in the courts of the State of Washington. Where the amount of the obligation is specifically set forth, such specification shall be controlled, provided, however, should any specified financial obligation be held to be penal in character, then in that event, this local shall be entitled to assess and collect in a civil suit such sum as will reasonably compensate it for all damages sustained resulting from the violation. In addition to the specified financial obligations referred to herein, this local union shall be entitled to assess and collect in a civil suit all duly imposed fines and all damages suffered by it as a result of any member's violation of any provision of any applicable contract, of this Constitution and By-Laws, the Constitution and By-Laws of the District or State Council, or the Constitution of the International Union. The rights and liabilities created by this section shall be in addition to all other rights and liabilities arising under this Constitution and By-Laws, the Constitution and By-Laws of the District or State Council, or the Constitution of the International. This local union shall have the right to maintain a civil suit as provided in this section notwithstanding the existence of any other remedy contained in the Constitution and By-Laws, the Constitution and By-Laws of the District or State Council, or the Constitution of the International.

**ARTICLE VII**

RULES OF ORDER IN MEETING

Section 1. Every member who speaks or offers a motion shall stand and shall respectfully address the Chair. When he/she has finished speaking, he/she shall sit down. While speaking, he/she shall confine himself/herself to the question of debate, avoiding all personalities or indecorous language, as well as any reflection upon the Union or its members.

Section 2. Any member who shall have been called to order for expressing ill temper or improper feeling shall not be permitted to speak again at that meeting, except by a majority vote of the membership voting at the meeting.

Section 3. No member shall be admitted during the calling of the roll and reading of the minutes.

Section 4. The chairman shall announce the votes and the decisions of the Union upon all subjects. His/her decisions on questions of order shall be without debate unless, entertaining doubts on the point, he/she invites it.

Section 5. No member shall disturb another while he/she is speaking unless calling him/her to order for words spoken. Such a request shall be addressed to the Chairman.

Section 6. Members at all times shall respect the rights of all officers and other members. If any member shall refuse to come to order when ordered to do so by the Chairman, he/she shall be subject to trial and penalty.

Section 7. After any vote on a question, except for indefinite postponement, has been taken, any member who voted with the majority may at the same or next succeeding meeting move for a re-consideration thereof.

Section 8. Any person leaving the hall during the regular meeting shall first approach the Chair and request permission to leave the hall from the Chairman.

Section 9. Robert's Rules of Order shall be authority to decide all questions not herein provided for insofar as consistent with the laws and regulation of this Union.

Section 10. Conduct of Meeting:

1. Call meeting to order.

2. Warden takes charge of the door.

3. Roll call of officers.

4. Reading of minutes.

5. Prepositions for membership; initiation of candidates.

6. Executive Board report.

7. Communications, bills, and Business Manager's report.

8. Unfinished business.

9. New business.

11. Installation of officers.

12. Good and welfare.

13. Adjournment.

**WORKING RULES**

Section 1. No member of this Union shall solicit work from any employer unless dispatched through the Union or suffer such penalty as the Union may decide.

Section 2. Eight hours shall constitute a day's work except where there is a mutual agreement between the Union and the shop to work other hours.

Section 3. Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be recognized as overtime days. Unless otherwise noted in the Collective Bargaining Agreement.

Section 4. Each crew shall be under the supervision of a foreman who is a Journeyman in good standing with the Union.

Section 5. The ratio of Apprentices to Journeyman shall be: one (1) Apprentice to two (2) Journeymen except as provided for in the Collective Bargaining Agreement.

Section 6. No member of this Union is permitted to contract or subcontract work.

Section 7. No member of this Union will be allowed to work with members of any other trade doing our work or with non-Union personnel of our calling without permission of the Business Manager.

Section 8. Any member called to work by the foreman or employer, by orders implied or expressed and not put to work, except in the case of bad weather or conditions over which the employer has no control, shall request two (2) hours pay for showing up.

Section 9. No less than three (3) men shall constitute a crew on a built-up job of twenty-five (25) squares or more.

Section 10. No member shall be allowed to work with or handle irritable bituminous material without being paid the premium rate.

Section 11. Members of this Union shall not accept transportation when furnished by the employer as a requirement, unless such transportation is safe and lawful and the men protected from wind and rain and seated in reasonable comfort.

Section 12. Should there be any doubt of a member receiving scale wages, the steward or any member in good standing may request to see his pay stub and if refused the request, the member shall be fined as the Union see fit.

Section 13. Any member found guilty of working below the negotiated wage scale shall be subject to a fine deemed appropriate by the Trial Board.

Section 14. All members of this Union shall demand full pay as per agreement on all work performed by them, including travel time pay and shall in no case accept less, under penalty of fine, as the Union may decide. Members shall make an honest effort to collect wages, but in the case of failure to collect these wages, shall notify the Business Manager within one (1) week.

Section 15. No member shall undermine a fellow member in wages or commit any other willful act whereby his/her reputation is injured or his/her employment is jeopardized or suffer such penalty as the Union may determine.

Section 16. Any member who is antagonistic to an officer of this Local Union in the discharge of his/her duties or commits an act by word or deed which is detrimental to this Local Union shall be guilty of an offense against the best interests of this Local Union.

Section 17. No member of this Local Union shall be permitted to work for an employer who does not have a current Collective Bargaining Agreement signed with this Local, unless given permission by the Business Manager of this Local.

Section 18. Any member violating any Article of the current Collective Bargaining Agreement shall be subject to action by the Trial Board.

Section 19. All members of this Union shall honor and support labor actions by this local and all other building trades unions.

Section 20. For violation of any of the rules of the Constitution and By-Laws, or the Working Rules of this Local Union, the violator shall be subject to trial by the Trial Board, having the right to take his/her case to the Appeals Board if found guilty, and if guilty shall be penalized in a manner approved by the Trial Board.

Section 21. No member of this Local Union shall knowingly work with suspended or expelled members or applicants who are not meeting their obligations to this Local Union. Shop Stewards or any Officeof the Local Union shall have the authority to check dues receipts.

Section 22. All members of this Union must at all times comply with Federal and State Safety laws.

**INSTALLATION OF OFFICERS**

"I, \_\_\_\_\_\_\_\_\_\_\_\_, do hereby solemnly pledge my honor that I will faithfully discharge the duties of my office of this Union: that I will support the Constitution of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, Local #54 and it laws and the laws of the International Union and that I will enforce the same to the best of my ability without partiality."

**INITIATION OF MEMBERS**

"I, \_\_\_\_\_\_\_\_\_\_\_, pledge my honor, that I will, to the best of my ability, fulfill the duties devolving upon me as a Member of this Local and act in accord with and support the Constitution, By-Laws and Working Rules of Roofers and Waterproofers Local #54 - of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO."