



*High Performance/High Value*

**BYLAWS**

\_\_\_\_\_ of \_\_\_\_\_

**GLAZIERS, ARCHITECTURAL  
METAL AND GLASS WORKERS  
LOCAL UNION 718**

\_\_\_\_\_

**AFFILIATED WITH DISTRICT COUNCIL 16**

**Effective June 1st, 2021**

# BYLAWS

## LOCAL UNION 718

### GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS

#### **Article I. BYLAWS**

**Section 1.01** These Bylaws are subordinate to the provisions of the International Constitution of the International Union of Painters and Allied Trades (hereinafter called the “International Union”) and the Bylaws of District Council 16. In the case of conflict between these Bylaws and the provisions of the International Constitution, the latter shall govern. In the case of conflict between these Bylaws and the District Council Bylaws, the latter shall govern.

#### **Article II. NAME**

**Section 2.01** This organization, a subordinate body of the International Union and an affiliated Local Union of District Council 16, shall be known as Glaziers, Architectural Metal and Glass Workers Local Union 718.

#### **Article III. JURISDICTION**

**Section 3.01** The territorial jurisdiction of this Local Union shall be as set forth in its Charter and as determined by the General Executive Board from time to time under Section 70 of the International Constitution, provided that the Local Union shall be guided within its jurisdiction by the directives of the District Council.

#### **Article IV. OBJECTS**

**Section 4.01** The objects of this Local Union shall be as set forth in the Preamble, and Sections 2 and 165 of the International Constitution.

#### **Article V. ELIGIBILITY FOR MEMBERSHIP**

**Section 5.01** Eligibility for membership in this Local Union shall be as set forth in the International Constitution and in policies adopted by the General Executive Board.

## **Article VI. OFFICERS**

**Section 6.01** Eligibility to hold office shall be as set forth in Sections 92(b) and 210 of the International Constitution.

**Section 6.02** Officers of this Local Union shall be as set forth in Section 185 of the International Constitution, and their duties shall be as set forth in the following sections of the International Constitution:

- (a) President: The duties of the President shall be as set forth in Sections 189-192.
- (b) Vice President: The duties of the Vice President shall be as set forth in Section 194.
- (c) Recording Secretary: The duties of the Recording Secretary shall be as set forth in Sections 195-197.
- (d) Financial Secretary: The duties of the Financial Secretary shall be as set forth in Sections 156(d), 198-202 and 211(d).
- (e) Treasurer: The duties of the Treasurer shall be as set forth in Section 203.
- (f) Trustees: The duties of the Trustees shall be as set forth in Sections 204-207.
- (g) Warden: The duties of the Warden shall be set forth in Section 208.
- (h) Two (2) At-large Executive Board Members: Shall serve at the will of the membership.
- (i) V.A.C. Coordinator: Appointed member(s) who shall serve to promote and coordinate participation in the Volunteer Activist Committee of the District Council.

**Section 6.03** When the District Council adopts the centralized Local Union dues, records and reporting plan outlined in Section 55 of the International Constitution, the following modifications will be in effect for dues collection, records, and reporting; and the Local Union officers' duties will be modified as outlined below.

- (a) Under the Dues Collection and Membership Reporting Plan adopted by Local Union 718, pursuant to Article XVI of the District Council 16 Bylaws, the Business Manager/Secretary-Treasurer of District Council 16 performs many of the functions of the Financial Secretary and Treasurer of Local Union 718. Therefore, the duties of the Financial Secretary and the Treasurer of Local Union 718 shall be as set forth in this Article.
- (b) Where the Financial Secretary receives dues payments from members (such as at Local Union meetings), he or she shall:
  - (i) Transmit such payments to the Business Manager/Secretary-Treasurer of District Council 16 within five (5) days,
  - (ii) Provide the member with a temporary receipt, a copy of which shall be transmitted to the Business Manager/Secretary-Treasurer with the payment and a copy of which shall be retained by the Financial Secretary. Such temporary receipt shall indicate only the amount of funds received and shall not indicate the member's standing or through which calendar month dues are paid.

- (c) The Financial Secretary shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of the District Council. At each membership meeting, the Financial Secretary shall deliver a report to the membership, which shall include the following information:
  - (i) The gross receipts of the Local Union in the prior month,
  - (ii) The net receipts of the Local Union, along with the amounts of all per capita deductions made by the Business Manager/Secretary-Treasurer of District Council 16 and any other deductions,
  - (iii) The overall membership of the Local Union, with the gain or loss in membership in the prior month noted,
  - (iv) The number and names of members on application and those initiated,
  - (v) The number and names of members suspended and reinstated, and
  - (vi) The names and number of clearance cards deposited and issued.
- (d) The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council 16. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:
  - (i) List all deposits made to the Local Union account, if any,
  - (ii) A copy of the Local Union cash disbursements journal, if applicable,
  - (iii) A list of all payments from the District Council made on behalf of the Local Union, from the funds collected by the District Council for the Local Union.
- (e) Notwithstanding anything to the contrary in this Article, the Financial Secretary, the Treasurer and all other Local Union officers shall comply with all provisions of the Plan, as amended from time to time by the General Secretary-Treasurer.
- (f) The Financial Secretary shall perform the Financial Secretary duties outlined in Sections 156(d) and 211(d) of the General Constitution from information provided the Financial Secretary by the Business Manager/Secretary-Treasurer of the District Council.
- (g) The Local Union shall use the IUPAT Integrated Membership Systems (IMSe) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records, and member activity.

**Article VII. DELEGATES**

**Section 7.01** All delegates (other than delegates to the General Convention and those serving as delegates to central bodies, which are appointed by BM/STs) shall be elected at the June elections in accordance with Article XI of these Bylaws.

**Section 7.02** Members of Local Union 718 who become Business Representatives, or Organizers of District Council 16 shall be an automatic delegate to; District Council 16, all Conferences, Conventions (except the IUPAT General Convention), State and Local Central Labor bodies, and Building Construction Trades Councils.

**Section 7.03** There shall be up to three (3) delegates to all affiliated Building and Construction Trades Councils and Central Labor bodies.

## **Article VIII. EXECUTIVE BOARD**

**Section 8.01** The Executive Board of this Local Union shall be as set forth in Section 185(c) of the International Constitution.

**Section 8.02** Duties of the Executive Board:

- (a) To enforce the laws of the Local Union between meetings.
- (b) To handle all matters delegated to the Executive Board by the members voting at regular or special called meetings.
- (c) To review all requests for donations, investigate the same and submit its findings and recommendations for membership action.
- (d) The Executive Board shall be vested with the authority of recommendation only, unless otherwise specifically authorized by the Local Union membership voting at a regular or special called meeting. However, in the period between meetings the Executive Board shall be authorized to act for the Local Union in cases of emergency, subject to review at the next regular meeting.
- (e) To serve as the Strike Committee of the Local Union.

## **Article IX. COMPENSATION OF OFFICERS, DELEGATES AND COMMITTEE MEMBERS**

**Section 9.01** Officers:

- (a) President: \$75.00 per meeting attended, not to exceed \$150.00 per month.
- (b) Vice President: \$35.00 per meeting attended, not to exceed \$70.00 per month. However, if the Vice President chairs a meeting, compensation shall be increased to \$75.00 per meeting, not to exceed \$150.00 per month.
- (c) Recording Secretary: \$250.00 per month.
- (d) Financial Secretary: \$250.00 per month.
- (e) Treasurer: \$75.00 per month.
- (f) Trustees: \$25.00 per meeting attended. Additionally, compensation shall include \$50.00 for the performance of any quarterly audit of Local Union finances, pursuant to Section 206(a) of the International Constitution. Trustee compensation not to exceed \$100.00 per month.
  - (i) Trustees are not to receive any compensation until they have fulfilled their duties as outlined in Section 6.02(f).
- (g) Warden: \$25.00 per meeting attended, not to exceed \$50.00 per month.
- (h) At Large Executive Board Members: \$25.00 per meeting attended, not to exceed \$50.00 per month.

- (i) Volunteer Activist Committee Coordinator: Compensation of \$25.00 per union meeting attended, not to exceed \$50.00 per month. However, this compensation is contingent upon the reports of V.A.C. actions to the Executive Board and the general membership. These actions may include:
  - (i) Member outreach,
  - (ii) Coordination, organization, and implementation of V.A.C. events exemplifying CORE values,
  - (iii) Regular reports to membership of upcoming V.A.C. events, political actions, community service opportunities and other issues within their communities, and
  - (iv) Record keeping of membership participation and involvement of apprentice-members.

**Section 9.02** Delegates:

- (a) To District Council: \$25.00 per meeting attended. Compensation is contingent on report to general meeting attended. This compensation is not applicable for full-time salaried Business Representatives or employees of the District Council.
- (b) To Conventions, Conferences, etc.: Delegates elected and/or appointed by this Local Union to attend conventions, conferences, etc., shall in addition to wages lost (at straight time), receive the actual cost of reasonable travel, reasonable hotel room and the amount of \$100.00 per day expense money. Under extenuating circumstances, additional daily expense may be granted by the District Council.
- (c) To Central Labor Bodies: \$25.00 per meeting attended. Compensation is contingent on report of the meeting attended. This compensation is not applicable for full-time salaried Business Representatives or employees of the District Council.
- (d) To Building Trades Councils: \$25.00 per meeting attended. Compensation is contingent on report of the meeting attended. This compensation is not applicable for full-time salaried Business Representatives or employees of the District Council.

**Section 9.03** Committee Members:

- (a) Compensation of \$25.00 per meeting attended. This compensation shall be paid as a stand-alone expense when no other expenses are due in these Bylaws. This compensation is not applicable for full-time salaried Business Representatives or employees of the District Council.

**Section 9.04** Judge and Teller Committee:

- (a) The judge will be compensated \$150.00 for duties rendered in contract ratification and/or wage allocations when appointed for an assignment in duration of four (4) hours or more.
- (b) Tellers will be compensated \$125.00 for duties rendered in contract ratification and/or wage allocations when appointed for an assignment in duration of four (4) hours or more.

**Article X. BONDS**

**Section 10.01** Officers of Local Unions shall be bonded in accordance with Sections 60(b) and (c) of the International Constitution and as required by law.

**Article XI. ELECTIONS**

**Section 11.01** Elections shall be held under the procedures and provisions as set forth in Sections 209-212 of the International Constitution.

**Section 11.02** The election of Local Union Officers and delegates to District Councils shall be held at the last meeting in June, and nominations for the same shall be held at the last meeting in May, as per Section 209(a) of the International Constitution. Delegates to the District Council shall be elected to a four (4) year term. Local Union officers shall be elected to a three (3) year term. Delegates to Central Labor Bodies and Building and Construction Trades Councils shall be elected to a three (3) year term. Officers and Delegates shall hold office until their successor is duly elected.

**Section 11.03** Delegates to the General Conventions of the International shall be elected as set forth in Section 29 of the International Constitution.

**Article XII. VACANCIES**

**Section 12.01** Vacancies occurring among the officers shall be filled in accordance with Sections 215 and 216 of the International Constitution.

**Article XIII. DUES, FEES, AND ASSESSMENTS**

**Section 13.01** Dues:

- (a) Dues shall be as follows:
  - (i) All members (Regular/Apprentice/Industrial) shall pay monthly over-the-counter dues (regular dues) equivalent to the total of all per capita taxes paid by the Local Union on behalf of each member for each month, rounded upwards to the nearest dollar. These amounts will be as follows:
    - a. Regular/Apprentice: \$34.00
    - b. Industrial: \$22.00 without death benefit, or \$24.00 with death benefit.
  - (ii) Contractor members will pay the maximum allowable dues rate per Section 93 of the International Constitution or twice the amount of Regular over the counter dues, whichever is less.
  - (iii) Dues shall be payable on a quarterly basis.
  - (iv) Life Membership fees shall be in accordance with Section 99 of the International Constitution.
  - (v) Dues shall increase by the amount of any increase in the per capita and Death Benefit payment due to the International Union; such amount shall be rounded up to the nearest dollar, and such increase shall be effective the date the increase in the payments due to the International Union becomes effective, provided that, the General Executive Board may waive this automatic increase, in whole or part, in any year it determines the increase is not needed.

(vi) Quarterly dues payments are due on or before the 20th day of the first month of the quarter.

- (b) The dues payment required by sub-section (a) includes the Death Benefit payment called for by Sections 17(b) and 19 of the International Constitution and the Rules and Regulations of the International Union's Death Benefit Fund. Accordingly, members not covered by the Death Benefit Fund pursuant to the foregoing provisions (example: members who are 60 years of age or over when initiated; or Life Members working at the trade who elected non-participation) will be required to pay the dues specified in sub-section (a) less the current Death Benefit payment.
- (c) Quarterly working cards shall be obtained in accordance with Section 120 of the International Constitution.
- (d) Administrative Processing Fees: There shall be no initiation fees for membership in this Local Union. New members/candidates and apprentices shall be charged an Administrative Processing Fee in accordance with the provisions set forth in Sections 93 and 94 of the International Constitution.
- (e) All members shall be encouraged to make an effort to pay regular dues to the District Council annually so as to avoid the potential of membership suspension due to failure to pay dues on a timely basis. This Local Union, in accordance with Section 114 of the International Constitution, shall establish procedures or programs that permit and encourage members to pay regular dues on an annual basis.

**Section 13.02** Clearance Cards: Clearance Card fees and rules shall be as set forth in Sections 234-246 of the International Constitution.

**Section 13.03** Assessments: Assessments can only be levied in accordance with Section 93 of the International Constitution.

- (a) All assessments and fees will be credited to the member's ledger prior to quarterly dues collection, as set forth in Section 202 of the International Constitution.
- (b) Any member who pays dues by check/credit card and the check/credit card is returned to the union by the bank, for any reason, shall pay a handling fee of \$25.00 and thereafter, that member must pay local union dues by cashier's check or money order.
- (c) Dues may be paid by check, cashier's check, money order, or credit card.

**Section 13.04** Funds:

- (a) International Union Death Benefit Fund. The International Union's Death Benefit Fund is governed by Sections 283-285 of the International Constitution, and the rules and regulations of the fund. Members should refer to the pamphlet "Rules and Regulations covering the Death Benefit Fund and the former Death and Disability Fund."
- (b) All monies due the International Union for per capita tax, Administrative Processing Fees or application fees, Death Benefit Fund payments, reinstatements, clearance card fees, life membership fees, and supplies shall be forwarded to the General Secretary-Treasurer immediately after the close of the month, along with required reports. Remittances must be made by express or post office money order, check or bank draft payable to the IUPAT.



- (c) Should a majority of the Trustees doubt the accuracy of any bill from the General Secretary-Treasurer, the Local Union shall pay the same under protest, and such protest shall be the first business taken up by the General Executive Board at their next meeting.
- (d) Each month the Local Union shall hold in its treasury, as a standing appropriation to be forwarded to the General Secretary-Treasurer, a sum equivalent to its monthly per capita tax, Death Benefit Fund obligations, IUPAT Local Union and District Council Pension Fund payments and all other payments that must be made to the International Union as required by Section 177 of the International Constitution. Such required payments shall be made prior to allowing other expenditures.
- (e) The funds and property of a Local Union may only be used for such purposes as are specified in the International Constitution, the District Council Bylaws, these Bylaws, and as approved by a majority of the Local Union members present at a meeting at which the question is presented. Recurring and fixed expenses may be authorized by a single vote of the membership. Local Union's shall not make any non-per capita tax expenditures in excess of \$5,000.00 without prior written approval of the District Council Business Manager/Secretary-Treasurer.
- (f) On no consideration shall money from the Local Union Treasury be loaned or donated to members (strike, lockout and regularly established sick benefits excepted), provided that the Local Union may levy an assessment upon the membership to provide funds to relieve distress among members totally disabled from earning a living on account of injuries or sickness incurred while working at the trade. Before any such assessment is levied
  - (i) All members shall be notified by mail that the proposed assessment will be considered at the next meeting and,
  - (ii) The majority of members present and voting must approve the assessment in a secret ballot vote.
- (g) The performance of an audit of Local Union finances shall be conducted shortly after the conclusion of each quarter, pursuant to Section 206 of the International Constitution. The Trustees of this Local Union shall be obligated to perform and report to membership the conclusions of such audits in a timely fashion. Audits of this Local Union's finances will be held on the third (3<sup>rd</sup>) Tuesday of January, April, July, and October of every year at a time and place to be determined by the body of Trustees.

**Section 13.05** Local Union 718 Member Benefit Fund: This fund is established as of January 1, 2016 to aid members who may be locked out or on strike, who are in distress, who are sick and/or disabled, who support the Union through picketing, bannering or some organizing activity, who are unemployed through no fault of their own, to provide its members with Local Union apparel, insignia or plaques of commemoration; and may provide meals at any function conducting official Union business. Furthermore, this fund shall be used to pay for holiday parties, summer picnics, or any other approved membership events, as voted on and approved by the Local Union 718 membership. This Fund and disbursements thereof shall be governed by the following rules:

- (a) Every working member paying Local Union 718 Member Benefit Fund dues check-off shall become eligible for benefits from this fund. Moreover, members must be in good standing and in compliance with these Bylaws to be deemed eligible for benefits from the fund.
- (b) \$0.10 of the Taxable Net Wage of a Journeyman shall be allocated for the purpose of funding the Local 718 Member Benefit Fund. Apprentices shall contribute at their respective level (e.g., 90% Apprentice shall contribute nine cents (\$0.09), 80% Apprentice shall contribute eight cents (\$0.08), etc.). In the event of half cents, monies will be rounded to the nearest cent.
- (c) Dues Assistance: Any member who cannot work due to illness, injury or disability for a period of not less than 30 days, or who becomes unemployed through no fault of their own for a period of not less than 90 days, shall have their regular monthly over-the-counter dues paid, for a period not to exceed four (4) months. These dues will be paid by check, from this fund, to the District Council. Proper documentation must be forwarded to the Local Union office before a claim of Dues Assistance will be considered. The documentation must be filed within 60 days from the date of illness or disability.
  - (i) To be eligible for Dues Assistance from this fund, a member must have paid into this fund for a minimum of 12 months. Furthermore, there must be a minimum of 12 months between each occurrence, and the member shall be in good standing.
- (d) The eligibility of all claims may be evaluated by the standing Bylaws committee, and ultimately be determined by the Executive Board of this Local Union.
- (e) The Financial Secretary shall give a financial and activity report of this fund during the regular order of business at the monthly Local Union meeting.
- (f) Unemployed members must be on the current out of work list, make himself or herself available for employment at all times, and be current on their regular dues to be considered eligible for benefits.
- (g) Meals provided for the Local Union 718 Executive Board and General Membership Union Meetings will be paid from this fund.
- (h) Upon the Local Union 718 membership approval, voted on at the Local Union 718 regular meetings, any expenses for all holiday parties, summer picnics, or any other approved membership events, will be paid from this fund.
- (i) The Local Union 718 Sick/Disability Benefit Fund shall now be reimbursed from the Member Benefit Fund for benefit payments made to members, as outlined in Section 13.06 of these Bylaws. This reimbursement shall be made no less than annually, plus an amount determined after assessment by the Financial Secretary, Treasurer, and President of Local Union 718, and approved by the General Membership.
- (j) The Local Union 718 Defense Fund shall now be reimbursed from the Member Benefit Fund for any payments made in defense of the union as, outlined in Section 13.07 of these Bylaws. This reimbursement shall be made no less than annually, plus an amount determined after assessment by the Financial Secretary, Treasurer, and President of Local Union 718, and approved by the General Membership.

- (k) The Local Union 718 Building and Maintenance Fund is established as of July 1, 2020 to provide this Local Union the ability to upgrade, and maintain the union property for the use and benefit of its members to conduct business and meet to continue its mission to organize the unorganized. The Member Benefit Fund shall contribute no less than annually as determined after assessment by the Financial Secretary, Treasurer, and President of Local Union 718, and approved by the General Membership.

**Section 13.06** Local Union 718 Sick/Disability Benefit Fund: This fund is established to provide financial assistance to members who may be sick, injured, disabled, displaced, or bereaved. In addition, members seeking paternity/maternity leave, or providing care for ill family members, may utilize this fund. This fund and disbursements thereof shall be governed by the following rules:

- (a) Every member shall be a contributor to the Sick Fund and shall become eligible for benefits no less than 12 months from said member's date of initiation, reinstatement, or deposit of clearance card. The member must be in good standing to be deemed eligible for benefit disbursements from this fund.
- (b) Inactive members shall not be eligible for sick benefit disbursements from this fund.
- (c) All members who reach normal retirement will be eligible for one (1) final benefit disbursement from this fund not to exceed 10 weeks payment, provided said member complies with all the rules of this fund.
- (d) Members who have become incapacitated are entitled to the following benefits, provided, that the disability is not the result of attempted suicide or other self-inflicted injuries or injured while working short-handed on any job.
- (e) Benefits are payable from the eighth (8<sup>th</sup>) day of disability/leave or from the first (1<sup>st</sup>) day of hospital confinement, whichever comes first. Payments will be \$25.00 per working day for the duration of disability or leave, for a maximum of 10 weeks. Sick Benefit Fund disbursements derived from drug abuse and/or alcoholism will be paid predicated on eligibility from the Local Union 718 Member Benefit Fund.
- (f) In no case shall more than 10 weeks benefits be paid over any period from chronic cases of illness or injury.
- (g) In the event that this fund falls below \$1,000.00, an amount determined after assessment by the Financial Secretary, Treasurer, and President of Local Union 718, and approved by the General Membership, in accordance with Section 93(a)(2) of the International Constitution, shall be allocated to restore the fund.
- (h) Members will not be deemed eligible for sick benefits in the month the sickness or injury occurred if their dues, fines, and assessments are not paid by the second (2<sup>nd</sup>) Tuesday of the month in which the sickness or injury occurred. In such a case, all sick benefits for that month will be forfeit.

- (i) If the sickness or injury extends beyond the month of the initial claim and the member's dues have not been paid by the first (1<sup>st</sup>) of that month following the month in which the sickness or injury occurred, then the member shall forfeit all benefits for that month, and so on until 10 weeks have elapsed from the date of the sickness or injury, in which case the member will have forfeit all benefits for that sickness or injury.
- (j) Forfeiture of benefits shall be recognized and recorded as a loss of eligibility for disbursements from this fund for the course of 12 months, pursuant to Subsection (q) of this Section. Future claims for benefits paid out from this fund for the 12 month period shall be denied.
- (k) Notice to the Local Union shall be made within seven (7) days from the initial date of sickness, injury, disability/leave, personal loss, or bereavement and all claim forms shall be made within 30 days of said initial date.
- (l) The proper documentation and the member sick benefit request form must be forwarded to the Local Union office before any claim for benefits from this fund will be recognized.
- (m) Members cannot claim benefits for any sickness, disability, or affliction that they possessed prior to becoming eligible for benefits from this fund.
- (n) Where circumstances permit, members receiving benefits from this fund shall report to each regular meeting of this Local Union.
- (o) Upon becoming eligible for employment (except in the case of retired members), recipients of this Fund must notify the Local Union office.
- (p) Members must be working at the glazing trade (except retired) and must remain within the territorial jurisdiction of the five Northern California unions to be eligible for benefits from this fund.
- (q) Members shall not receive more than 50 working days' benefit in any 12 month period or for any single sickness or injury that may continue beyond the 12 month period, in which case, payments made beyond the 12 month period shall be credited to the next 12 month period. The 12 month period shall be determined from the date of payment number one (1). Furthermore, there must be a minimum of 12 months between each individual claim.
- (r) A withdrawal from membership in Local Union 718 shall terminate a member's eligibility and participation in this fund.
- (s) Any member who receives and accepts benefits that he or she is not entitled to shall refund the same to this Local Union, and in addition, shall pay a fine equal to the amount received and accepted.
- (t) The eligibility of all claims shall be determined by the Executive Board of this Local Union.
- (u) Members who fail to comply with the rules of this fund cannot claim benefits.
- (v) Any long-term disability will have a waiver of monthly union dues after six months of disability and for one year thereafter. These monthly dues will be paid by check from this fund to the District Council. The normal monthly dues, however, will be applicable if the return to work is within the one (1) year period.

- (w) Members who are bereaved may submit a request for bereavement assistance in the amount of \$250.00. Proof of loss of immediate family member must be submitted with request form.
- (x) Members who suffer a loss of personal property and are residentially displaced due to natural disaster may submit a request for a one-time benefit within a 12 month period of up to \$2,000.00 with submission of request form and proper documentation. This fund shall distribute no more than 30% of the fund for any one natural disaster.

**Section 13.07** Local Union 718 Defense Fund: This fund is established to provide financial aid to members supporting the Local Union through picketing, bannering, or some other related organizing activity. This fund and disbursements thereof shall be governed by the following rules:

- (a) Defense of the Union is defined as related expenses for pickets, including but not limited to; mileage where applicable, attorney fees, supplies including promotional items and/or events, donations, and other necessary payments on behalf of the defense and/or promotion of the Union and its membership.
- (b) Pickets shall receive a minimum of \$50.00 per day to aid members in the cover of expenses, or as may be determined by the Strike Committee during a general strike or lockout.

**Section 13.08** Local Union 718 Walter Tindall Death Benefit Fund: This fund is established in honor of Brother Walter Tindall as of January 1, 2017 to aid the family of members who have become deceased. This fund and disbursements thereof shall be governed by the following rules:

- (a) Every Local Union 718 member in good standing is eligible for a one-time benefit to their beneficiary in the amount of \$2,000.00.
- (b) A death certificate will be presented to the Local Union.
- (c) The request for benefit shall be made by written communication.

#### **Article XIV. MEETINGS**

**Section 14.01** Regular Meetings: The regular meetings of this Local Union shall be held on a monthly basis on the second (2<sup>nd</sup>) Tuesday at the Union Hall. Meetings will be called to order promptly at 6:00 pm. The Executive Board meetings of Local Union 718 shall be held on a monthly basis on the second (2<sup>nd</sup>) Tuesday at the Union Hall. Meetings will be called to order promptly at 5:00 pm. The Executive Board may change the date, time, or place of a regular meeting with 15 days' notice to all members.

**Section 14.02** Special Meetings: Special meetings of this Local Union may be called by the President as he or she deems necessary. Special meetings shall also be called as required by Section 191 of the International Constitution.

**Section 14.03** Quorum: A quorum for a membership meeting shall consist of seven (7) members, provided that five (5) members shall constitute a quorum if the Local Union's membership is fewer than 25 members.

**Section 14.04** Members' Rights: Members in attendance at meetings shall have the right to express their views, arguments or opinions upon any business properly presented before the meeting, subject to these Bylaws and the rules and regulations adopted by the Local Union pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his or her responsibility to the organization as an institution or engage in or advocate any conduct that would interfere in the Local Union's performance of its legal or contractual obligations, or conduct him or herself in an unruly, or boisterous manner.

**Section 14.05** Recording Devices: No member shall be permitted to use recording devices during any portion of any meeting in the Local Union.

**Section 14.06** To address the states of emergency there may be times for the need of remote/virtual meetings to conduct essential business. These modes of meetings must be approved by the Business Manager/Secretary-Treasurer of the District Council.

## **Article XV. COMMITTEES**

**Section 15.01** There shall be a standing Bylaws Committee whose duties and functions shall be as set forth in Section 169(b) of the International Constitution.

**Section 15.02** Committees shall be appointed by the President of this Local Union and in accordance with Section 191 of the International Constitution.

- (a) Any member who shall accept an appointment to serve on a Committee and who fails to attend to the duties of the same shall be subject to removal unless a satisfactory excuse is given.
- (b) Any committee of this Local Union shall be composed of a Chair, Vice Chair, and Recording Secretary, and shall total no less than four (4) members.

## **Article XVI. CONTRACTORS**

**Section 16.01** An employer is one who, in relation to any corporation, company, partnership, firm or other business entity, is a substantial owner, partner, officer, director, incorporator, managerial employee, supervisor (as defined by the National Labor Relations Act or Provincial law) or in a permanent, policy-making position.

**Section 16.02** Eligibility

- (a) Employers shall be eligible for membership, but they must comply with the trade rules and working conditions of the locality in which the work is performed, must, insofar as is consistent with applicable federal and state, provincial and/or territorial laws, hire only members of this International Union, and must pay themselves and all their employees the wages and benefits established by the applicable area collective bargaining agreement.

- (b) No employer shall be eligible or permitted to hold office, serve on an executive board, act as delegate, vote on any question pertaining to hours, wages, benefits or conditions of employment, vote at elections of officers, delegates, or attend meetings at which contract proposals are discussed or voted on or at which the nomination or election is held for any elected position.
- (c) No owner/contractor member shall be allowed to work as a journeyman for another contractor or employer.

## **Article XVII. MEMBERSHIP**

**Section 17.01** An applicant is considered a member when the applicant meets all the requirements as set forth in the International Constitution.

**Section 17.02** A member may lose his or her good standing in the organization by suspension or expulsion or other disqualification for membership, after appropriate proceedings consistent with the provisions of the International Constitution, or by non-payment of dues as provided in Sections 117-118 of the International Constitution.

**Section 17.03** A member who loses his or her good standing status because of his or her failure to pay dues or other obligations as required by the International Constitution and these Bylaws, but who has not been expelled from membership, may reinstate his or her good standing for the purpose of attending Local Union meetings and voting at elections, by paying all delinquent dues and other financial obligations prior to such meeting and election as provided in Section 119 of the International Constitution. Expelled members may be reinstated only in accordance with Section 272 of the International Constitution.

**Section 17.04** Resignation from membership is governed by Section 121 of the International Constitution.

**Section 17.05** Members' Responsibility:

- (a) Every member by virtue of membership in this Local Union is obligated to adhere to and follow the terms of these Bylaws, the District Council Bylaws and the International Constitution with respect to the members' rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of other members.
- (b) Every member authorizes the District Council to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment and to act for the member and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of the member's employment with such employer in such manner as it deems within its discretion to be in the best interests of the District Council. The District Council and its officers, and agents may decline to process any such grievance, complaint, difficulty or dispute, if in their sole discretion and judgment, such grievance, complaint or dispute lacks merit or that such action would not be in the best interests of the District Council.

- (c) No member shall interfere with the elected officers or representatives of the International Union, the District Council or this Local Union in the performance of their duties. Each member shall when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with their individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the International Union, District Council or Local Union's performance of its legal or contractual obligations.
- (d) Every member shall be required to assist the International Union, the District Council and this Local Union, as well as their officers and representatives, by engaging in picketing, hand billing, salting and other organizing activities and attending education and training, as directed by the International Union, the District Council or the Local Union officers. No charges shall be filed or processed against any member for his or her decision to accept employment with an approved, targeted non-signatory employer for the purpose of organizing.
- (e) All new members of this Local Union shall attend a new member orientation class offered by the District Council within 90 days of being initiated.

**Article XVIII. GENERAL RULES**

**Section 18.01** The members of this Local Union will observe and follow all work rules as provided for in the Collective Bargaining Agreement and/or District Council Bylaws.

**Article XIX. CHARGES AND TRIALS**

**Section 19.01** All charges preferred by members of this Local Union shall be referred to the District Council Trial Board for disposition and shall be processed in accordance with the International Constitution.

**Article XX. EXHAUSTION OF REMEDIES**

**Section 20.01** No member or officer shall resort to any court or agency until all forms of relief and avenues of appeal, as provided by the International Constitution, have been exhausted, unless otherwise provided by statutory law.

**Article XXI. PROPERTY**

**Section 21.01** The funds and property of the Local Union shall be governed by Sections 179-181 of the International Constitution.



**Section 21.02** No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its officers or employees, and no property held in trust, express or implied, which was created or established by this Local Union and whose primary purpose is to provide benefit for the members of the Local Union or their beneficiaries, shall be given, contributed or donated, either directly or indirectly, to aid or assist, or be expended in behalf of, any seceding, dual or antagonistic labor organization, nor to any Local Union which is in violation of the International Constitution.

**Article XXII. AGENCY**

Neither this Local Union, nor any of its officers or employees, has any power to make any representation, contract, or agreement, nor to incur any liability, which shall be binding upon the International Union without the written consent of the General President or his designee. Neither this Local Union, nor any of its officers or employees has been authorized or empowered to act as an agent of the International Union and shall not be deemed to be an agent of the International Union unless expressly authorized in writing by the General President or his designee to act in that capacity.

**Article XXIII. AMENDMENTS**

**Section 23.01** Any amendment to these Bylaws shall be done in accordance with the procedure set forth in Section 169 of the International Constitution.

**Article XXIV. STANDING RULES FOR UNION MEETINGS**

**Section 24.01** Rules for the conduct of Local Union meetings are contained in the “Order of Business for Local Unions” and in “Parliamentary Rules and Ritual” set forth in the International Constitution.

**Article XXV. INTERNATIONAL UNION CONSTITUTION**

**Section 25.01** The Local Union acknowledges that the International Constitution supersedes any provisions of these Bylaws which are inconsistent with the Constitution. The Local Union further acknowledges that the Bylaws of the District Council shall govern and supersede these Bylaws to the extent that any provisions set forth herein are inconsistent with such Bylaws.

**Article XXVI. SAVINGS CLAUSE**

**Section 26.01** The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution, the District Council Bylaws and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed, and enforceable in a court of law.

**Section 26.02** If any provision of these Bylaws shall be declared invalid or inoperative, by a competent authority of the executive, judicial or administrative branch of the federal or state government, the Local Union Executive Board, subject to approval of the Local Union, shall have the authority to suspend the operation of such provisions during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any article or section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.