



## **LOCAL UNION BYLAWS**

### **Millwrights Local Union No. 1121**

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA



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# **LOCAL UNION BYLAWS**

## **PREAMBLE**

Our aim will be to promote and protect the interest of our membership, to elevate the moral, intellectual and social conditions of all working men and women, to assist each other in sickness and distress.

To encourage apprenticeship and a higher standard of skill, to cultivate a feeling of friendship, and to assist each other to secure employment.

To aid and assist all organizations to uphold the dignity of labor and resist oppression by honorable means.

To hold it as a sacred principle, that union members, above all others, should set a good example as good and faithful workers, performing their duties to their employer with honor to themselves and to their organization.

We resent the principle of open shop association, and will continually strive for the enactment of legislation, which will enable us to achieve our objectives.

Realizing that a blow at one organization is a blow to all, therefore, it shall be our duty as union members to purchase union-made goods and patronize union shops and business establishments whenever possible to do so.

So with these aims and principles in mind, we the Millwrights of the vicinity of Massachusetts, Connecticut, Vermont, Rhode Island, New Hampshire, and Maine affiliate ourselves into an organization that shall be known as Local Union No. 1121 of the United Brotherhood of Carpenters and Joiners of America, in conformity with the provisions of the Constitution and Laws of the United Brotherhood.

## **BYLAWS**

### **NAME AND TITLE**

#### Section 1

This body is chartered and known as Local Union No. 1121 of the United Brotherhood of Carpenters and Joiners of America. This Local Union is organized in conformity with the Constitution and Laws of the United Brotherhood and shall have the powers and privileges of a Local Union under the Constitution and Laws of the United Brotherhood.

### **OBJECTS**

#### Section 2

The objects of this Local Union shall be to promote and protect the interest of our membership, to encourage the apprenticeship system and higher standard of skill, to reduce the hours of labor, to secure adequate pay for our work, to elevate the standard of our craft, to cultivate a feeling of friendship among the members of this Brotherhood, to assist our members in procuring employment and to protect our members by legal and proper means against any injustice that may be done to them, and to improve the moral, social and intellectual conditions of our members and all working people.

### **TERRITORIAL JURISDICTION**

#### Section 3

The territorial jurisdiction of this Local Union shall be as determined by the General President.

**OFFICERS OF THE LOCAL**

Section 4

The officers of this Local Union shall consist of a President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Conductor, Warden, and three Trustees.

**NOMINATIONS AND ELECTIONS**

Section 5

The nomination, election and installation of officers of this Local Union shall be governed by the Constitution and Laws of the United Brotherhood.

**DUTIES OF THE OFFICERS**

Section 6

The duties of the Officers of this Local Union shall be as set forth in the Constitution and Laws of the United Brotherhood, as provided in these Bylaws, and as determined by this Local Union.

**EXECUTIVE COMMITTEE**

Section 7

(A) The Executive Committee of this Local Union shall consist of the President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Conductor, Warden, and three Trustees.

(B) Council representatives shall be permitted to attend Local Union Executive Board meetings with voice but no vote.

**DUTIES OF TRUSTEES**

Section 8

The duties of the Trustees shall be as set forth in Section 40 of the Constitution and Laws of the United Brotherhood.

**COMMITTEES**

Section 9

The President shall appoint all committees as may be necessary. All committees shall perform such duties as assigned to them within the time specified, and shall report in writing to the Local Union. No member shall be compelled to serve upon more than one committee at the same time. Remuneration, if any, shall be decided by the Local Union at the time members of the committees are selected. The activities of all committees shall be governed by Section 41 of the Constitution and Laws of the United Brotherhood, these Bylaws, and as the Local Union may direct. Any committee member who neglects or fails to perform any duty required by the Constitution and Laws of the United Brotherhood may be removed by the President, with the exception of members of the Executive Committee.

**INITIATION FEES**

Section 10

The initiation fee(s) for applicants to join this Local shall be \$300.00. Arrangements may be made for the payment of the initiation fee(s) in installments. Where an ex-member has violated any of the Rules and Laws of this Local Union and has been tried and found guilty of same, and where a fine has been imposed, such fine must be paid before initiation. The initiation fee for apprentices shall be as set forth in the Constitution and Laws of the United Brotherhood.

## **MONTHLY DUES**

### Section 11

(A) The monthly dues of this Local Union shall be \$20.00, which must be an adequate sum to enable the Local Union to operate in an efficient, proper and solvent manner in the service and best interest of its membership. The dues shall be paid as required to the Financial Secretary of this Local Union.

(B) The monthly dues payable by members to this Local Union shall not be increased except upon approval by majority vote of the members in good standing voting by secret ballot at a general or special membership meeting after reasonable notice. All members shall be notified by mail of the date, time, place, and purpose of the vote. Furthermore, if this Local Union is or becomes affiliated with any Council of the United Brotherhood, the monthly dues payable to this Local Union must be approved by such Council.

(C) No officer or Business Representative, and no member receiving benefits of a collective bargaining agreement, shall be exempt from paying dues or fees established pursuant to Section 45 of the UBC Constitution.

## **MEETINGS**

### Section 12

(A) The regular meetings of this Local Union shall be held on the second (2<sup>rd</sup>) Thursday of every month at 5:30 P.M. No business shall be transacted after 11:00 p.m. unless by a majority vote of the members present immediately after the reading of the Minutes.

(B) If this Local Union is or becomes affiliated with a Regional or District Council, there shall be a delegate report presented by one or more delegates from this Local Union at each membership meeting of this Local Union that directly follows a District or Regional Council delegate meeting. Each delegate report shall include the following:

1. Information regarding organizing activities of the Council, including industry targets; developments in ongoing programs; involvement of volunteer organizing committees with organizers in jobsite activities and house calling; specific targets; number of jobsite actions; number of house calls made to nonunion carpenters since the last report; the names of any contractors signed and the number of members brought in with that contractor;
2. Information regarding membership retention, including current number of members in Council; the number of members initiated, on withdrawal, or transferred since the last report; and the number of members brought in through organizing activities;
3. Political and legislative activities within the Council, including current legislation at the federal, state and local levels; involvement of volunteer organizing committees in the overall Council political program; and any political campaign activities, membership voter registration, membership voter education programs, and contacts with government officials;
4. Important collective bargaining developments involving the Council; and
5. Other significant issues discussed and/or action taken at the Council meeting.

## **OFFICERS BOND**

### Section 13

Every officer, agent or employee of this Local Union who handles funds and property thereof

shall be bonded through the General Office for the faithful discharge of their duties.

**AFFILIATION WITH COUNCIL**

Section 14

(A) This Local Union shall be bound by the Bylaws, Trade Rules, resolutions, and directives adopted by any Council with which it is affiliated. Any Bylaws of this Local Union that conflict with the Bylaws of any District, Regional, or other Council of the United Brotherhood with which this Local Union is affiliated shall be void, and the Bylaws and Trade Rules of such Council shall apply, provided that such Bylaws are consistent with the Constitution and Laws of the United Brotherhood and have been properly approved. Furthermore, in the event of such affiliation, all Bylaws of this Local Union, and any changes made thereto, must be approved by any Council with which this Local Union is affiliated.

(B) Council Delegates shall be elected in accordance with the Council's Bylaws and the UBC Constitution. Council Delegates shall be elected for a term of not more than three years. It shall be the duty of the Recording Secretary of this Local Union to notify any Council with which this Local Union is affiliated, by certified mail, of the names of the elected Delegates before July 1st of each year. The Recording Secretary of this Local Union shall forward credentials of Delegate or Delegates from this Local Union to such Council properly signed by the President and Recording Secretary with the seal of the Local Union affixed.

(C) This Local Union shall pay any and all assessments and per capita taxes that are properly payable to such Council by this Local Union. Furthermore, members of this Local Union shall be obligated to pay any and all Council dues and initiation fees properly payable by members of this Local Union to any Council with which this Local Union is affiliated.

(D) All members of this Local Union, as well as applicants for membership in this Local Union, shall be bound by the Bylaws and Trade Rules of any Council of the United Brotherhood with which this Local Union is affiliated.

**CHARGES AND TRIALS**

Section 15

The charges and trial procedures shall be as set forth in the Constitution and Laws of the United Brotherhood.

**ORGANIZING**

Section 16

It shall be the continuing obligation of this Local to organize workers.

**DISSOLUTION, LAPSE OR SUSPENSION OF LOCAL UNION**

Section 17

If, at any time, this Local Union should withdraw, lapse, be dissolved or merged, be suspended or expelled, or otherwise cease to function as a chartered subordinate body of the United Brotherhood, all Property, Books, Charter, and Funds held by, or in the name of, or on behalf of this Local shall be forwarded immediately to the General Secretary-Treasurer for such use or disposition in the interests of the membership of the United Brotherhood as the General President in the exercise of his or her discretion may direct.

**LAWSUITS AGAINST THE LOCAL**

Section 18

No member fined, suspended or expelled by action of the Local Union or any Council with which this Local Union is affiliated shall file any lawsuit against the Local or Council, or the Local Union's or Council's Officers or Representatives without first exhausting all appeal remedies provided for in these Bylaws and Constitution and Laws of the United Brotherhood.

**AMENDMENTS TO BYLAWS**

Section 19

(A) Any amendments and changes to these Bylaws, outside of the twenty-one mandatory provisions, must in no way conflict with the Constitution and Laws of the United Brotherhood and must be approved by majority of the membership voting by secret ballot at a special or regular meeting upon reasonable written notice provided at least 30 days prior to such vote. Furthermore, any proposed amendment must be approved by the General Vice President before becoming law.

(B) If this Local Union is or becomes affiliated with a Council of the United Brotherhood, all proposed changes to the Bylaws or Trade Rules of this Local Union shall be referred to the Executive Committee of such Council for consideration and recommendation and must be approved by such Council, as well as by the General Vice President, prior to becoming effective.

**MISCELLANEOUS**

Section 20

(A) The fiscal year of this Local Union shall be July 1<sup>st</sup> to June 30<sup>th</sup>. All accounts shall be audited and a complete financial report be brought forth by the auditing committee no later than ninety days following the close of the fiscal year.

(B) Applicants for membership of this Local Union shall be bound by the Constitution and Laws of the United Brotherhood, the Bylaws of this Local Union, and the Bylaws of any Council of the United Brotherhood, if any, with which this Local Union is affiliated.

(C) Nothing in these Bylaws shall in any way be construed to conflict with the Constitution and Laws of the United Brotherhood or the By-Laws of the Eastern Millwright Regional Council.

**SEVERABILITY**

Section 21

If any Section or part of these Bylaws shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remaining Sections of these Bylaws shall not be affected thereby and shall remain in full force and effect.

**DUTIES OF THE EXECUTIVE COMMITTEE**

Section 22

(A) **PRESIDENT.** The President shall perform such duties as prescribed by Section 33 of the Constitution of the UBC. The President of the Local Union shall order the payment of all bills that have been approved for payment by the Trustees and in accordance with the Constitution and Laws of the United Brotherhood. All checks will be signed by any two members of the Executive Committee except the Trustees. The President shall strictly enforce Section 33(C), of the Constitution and Laws of the United Brotherhood. The President shall receive compensation from the Local Union of no more than 3 hours at the highest Massachusetts Journeyman hourly wage per meeting for each month that the President attends a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if a membership meeting and an Executive Committee meeting are held on the same date, the President shall receive compensation for only



one meeting. The President shall have such other duties as set forth in Section 33 of the Constitution of the United Brotherhood and as designated by the Local Union.

(B) VICE PRESIDENT. The Vice President shall perform such duties as prescribed by Section 34 of the Constitution of the UBC and such other duties as requested by the President. The Vice President shall receive compensation from the Local Union of no more than 2 hours at the highest Massachusetts Journeyman hourly wage per meeting for each month that the Vice President attends a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if a membership meeting and an Executive Committee meeting are held on the same date, the President shall receive compensation for only one meeting.

(C) FINANCIAL SECRETARY. The Financial Secretary shall perform such duties as prescribed by Section 36 of the Constitution of the UBC. The Financial Secretary shall receive compensation from the Local Union of no more than 4 hours at the highest Massachusetts Journeyman hourly wage per meeting for each month that the Financial Secretary attends a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if a membership meeting and an Executive Committee meeting are held on the same date, the Financial Secretary shall receive compensation for only one meeting. The Local Union will hold harmless the relevant Executive Board members for any errors or omissions committed or created by the administrative staff while collecting dues.

(D) RECORDING SECRETARY. The Recording Secretary shall perform such duties as prescribed by Section 35 of the Constitution of the UBC. The Recording Secretary shall receive compensation from the Local Union of no more than 4 hours at the highest Massachusetts Journeyman hourly wage per meeting for each month that the Recording Secretary attends a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if a membership meeting and an Executive Committee meeting are held on the same date, the Recording Secretary shall receive compensation for only one meeting. Executive Committee meeting of the Local Union.

(E) TREASURER. The Treasurer shall perform such duties as prescribed by Section 37 of the Constitution of the UBC. The Treasurer shall receive compensation from the Local Union of no more than 4 hours as a Journeyman hourly wage per meeting for each month that the Treasurer attends a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if a membership meeting and an Executive Committee meeting are held on the same date, the Treasurer shall receive compensation for only one meeting.

(F) WARDEN AND CONDUCTOR. The Warden and Conductor shall perform such duties as prescribed by Sections 38 and 39 of the Constitution of the UBC and perform such other duties as directed by the President. The Warden and Conductor shall each receive compensation from the Local Union of no more than 2 hours at the highest Massachusetts Journeyman hourly wage per meeting for each month that the Warden and Conductor attend a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if a membership meeting and an Executive Committee meeting are held on the same date, the Warden and Conductor shall receive compensation for only one meeting.

(G) TRUSTEES. The Trustees shall perform such duties as prescribed by Section 40 of the Constitution of the UBC. The Trustees shall receive compensation from the Local Union of no more than 2 hours at the highest Massachusetts Journeyman hourly wage for fulfilling their duties of reviewing the monthly bills prior to the Executive Board and membership meeting each month and no more than 2 hours at the highest Massachusetts Journeyman hourly wage per meeting each month.

that the Trustees attend a monthly membership meeting and a monthly Executive Committee meeting of the Local Union. However, if the trustee does not fulfill their duties prior to the Executive Committee meeting and membership meeting, or a membership meeting and an Executive Committee meeting are held on the same date, the Trustees shall receive compensation for only one meeting.

## **DELEGATES**

### Section 23

If the Executive Committee recommends that the Local send Delegates to conferences or conventions and their recommendation is approved by a majority vote of the membership, all delegates attending such a conference or convention on behalf of the Local Union shall be compensated. The rate of compensation shall be equal to the individuals current hourly pay rate but will not exceed foreman's pay based on a forty hour week. All delegates shall receive the Government approved rate per mile for car expense, or if air travel is performed shall receive the cost of a round-trip coach ticket. No full time employees of this Local/Council will be paid other than what their weekly salary provides excluding air travel and stipends. All delegates will be compensated for their hotel lodging only (no incidentals). All delegates will receive per day expense per diem set by the membership consistent with Council guidelines prior to their attendance for the days they attend the conferences or conventions, etc. The delegates shall submit a voucher report and any expense per diem not receipted shall be returned to the Local the following week. A detailed report of the activity of the convention or conference shall be submitted by the Delegates to the Local Union.

## **STEWARDS**

### Section 24

(A) The first member starting work on a job shall notify the Council Representative in the area within twenty four (24) hours; the member shall cooperate with the Council Representative who will then appoint or furnish a Steward. Foremen and Apprentices cannot act as stewards except where permitted by the Executive Secretary-Treasurer when he/she deems an exception to be in the interest of the Union. However, Foremen and Apprentices are required to comply with all requirements of this paragraph and are subject to the same penalties and fines.

(B) All Stewards must attend and successfully complete the Regional Council Stewards Training Program.

(C) In case of problems on any job where members of the Brotherhood are employed, the Steward shall report same immediately to the Regional Director, Council Representative, or the Executive Secretary-Treasurer of the Regional Council.

(D) It shall be the duty of the Steward to examine the working cards of all members starting work and to report any irregularities to the Senior Council Representative or Council Representative of the Local Union or the Executive Secretary-Treasurer of the Regional Council.

(E) The Steward shall abide by all policies of the Regional Council and shall serve at the discretion of the Senior Council Representative, Council Representative or Executive Secretary-Treasurer of the Regional Council.

(F) Should any member be injured or become sick while working on any job, the Steward shall ask that the member receives the proper care. The Steward shall take care of the member's tools and personal property, and notify the Local Union. The Steward shall secure an accident/injury

report from the contractor within twenty four (24) hours.

(G) Stewards must attend Local Union meeting except when excused by the Locales Council Representative.

(H) Stewards shall be required to submit standard reports issued by the Eastern Millwright Regional Council.

### **ARREARAGE AND PENALTIES**

#### Section 25

(A) The Local may charge an assessment for each notice mailed pursuant to the requirements of paragraphs K and M of Section 45 of the Constitution of the UBC to be paid by the member to whom such a notice is sent.

(B) If a member pays dues or assessments with a check that is returned to the local because of insufficient funds, then that member shall be subject to a \$25.00 charge to cover costs incurred by the Local Union.

### **REFERRAL PROCEDURE**

#### Section 26

(A) The Local shall comply with the uniform rules and/or procedures established by the Council for the registration and/or referral to employment of unemployed workers. Workers shall have employment mobility throughout the territorial jurisdiction of the Council.

(B) When a member receives a referral from the Local Union, the dispatch system (TAHOE) shall inform the member of the start date and time, the location of the project, and the wage on the project and any other terms or conditions agreed to by the Local Union before the member commences work.

(C) Members of the Local may solicit work from signatory contractors. If a member acquires a job with a signatory contractor he or she shall immediately contact the Local Union during normal working hours or shall leave a message on the union answering machine. Upon notification, the member will immediately remove themselves from out of work list through the TAHOE System. Failure to notify the Union Office shall constitute reason to have the member disciplined. Violations of this provision shall be processed in accordance with the Local Unions out of Work Rules.

### **FUNDS**

#### Section 27

Millwright Local Union No. 1121 has a Scholarship Fund and Contingency Fund. The two funds are funded through wage deductions under collective bargaining agreements. These funds are governed by rules and regulations regarding eligibility and are available by contacting the Local Union. Rules and regulations may be amended by the Locals Membership, by special call meeting with a secret ballot.

### **MEMBER COMMITMENT TO EXCELLENCE**

#### Section 28

Protecting our jobs requires a competitive edge for our contractors so they can send a clear

message to companies that the job is going to be done on time, on budget with high quality, safe work and no disruptions. Our union can only deliver if each and every member is committed to excellence every day on the job.

What is our Commitment to Excellence?

- Our Commitment to Excellence means:
- No absenteeism
- Timeliness -arriving at work on time, fit for duty with the proper tools and clothing, working a full day and keeping breaks to the prescribed limit
- Superior productivity, safety and cooperation
- Strict adherence to zero tolerance to substance abuse
- No personal business conducted on company time (i.e. Electronic Communication Devices)
- Respecting company property, our employer's tools and the tools of our co-workers
- Following employersite rule, work procedures, policies, directives and Collective Bargaining Agreements

How do we honor our Commitment to Excellence?

We fulfill our Commitment to Excellence by:

- Teamwork - every member working together with foremen and job stewards, on every task, to deliver a superior product in every respect
- Compliance - our job stewards and Union representatives, working with the entire management team, will monitor and enforce the standard of Excellence

What happens if a member fails to honor our Commitment to Excellence?

If members are unwilling to comply with their responsibilities under our Commitment to Excellence, they will be brought before the Local Executive Board to explain his/her actions and if not resolved at this level, he/ she can be brought before the Regional Council Disciplinary Committee. The Disciplinary Committee will take appropriate corrective action which may include imposition of internal disciplinary procedures, up to and including charges under the Carpenters' Constitution.

*This Commitment to Excellence has been adopted by the Eastern Millwright Regional Council and Millwright Local No. 1121 to protect and to expand your job opportunities.*