

LOCAL UNION BYLAWS

OF

Millwright & Machinery Erectors

Local Union No. 219



of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

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UNIFORM LOCAL UNION BYLAWS

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UNIFORM 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 unionmade 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 Eastern Millwright Regional Council affiliate ourselves into an organization that shall be known as Local Union 219 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. 219 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 an amount determined by the Council. 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 an amount determined by the local, 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 Constitution and Laws of the United Brotherhood.

MEETINGS

Section 12

(A) The regular meetings of this Local Union shall be held on 4th Tuesday of the month, at 8 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 job site 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 those contractors;
2. Information regarding membership retention, including current number of members in the 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 the 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 1st to June 30th. 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.

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.

CODE OF EXCELLENCE

Section 22

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 the Code of excellence every day on the job.

What is our Code of Excellence?

- Our Code of 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. (electronic communication devices)
- Respecting company property, our employer's tools and the tools of our co-workers.
- Following employer site rules, work procedures, policies, directives and Collective Bargaining Agreements.

How do we honor our Code of Excellence?

We fulfill our Code of Excellence by;

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

What happens if a member fails to honor the Code of Excellence?

If members are unwilling to comply with their responsibilities under our Code of Excellence, they will be brought before the Local Executive Board to explain his/hers 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 UBC constitution.

This Code of Excellence has been adopted by the Eastern Millwright regional Council and Millwright L.U. No. 219 to protect and to expand your job opportunities.

FUNDS

Section 23

Millwright L.U. 219 has a Scholarship Fund, Contingency Fund and Disability Fund. These three funds are funded through wage deduction under our 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 a special called meeting.

EXECUTIVE COMMITTEE COMPENSATION

Section 24

President

(A) The President of L.U. 219 shall receive compensation from the Local Union no more than four (4) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the membership meeting and an Executive Committee meeting are held on the same date, the President shall receive compensation for only one meeting.

Vice President

(B) The Vice President of L.U. 219 shall receive compensation from the Local Union no more than four (4) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the membership meeting and an Executive Committee meeting are held on the same date, the Vice President shall receive compensation for only one meeting.

Financial Secretary

(C) The Financial Secretary of L.U. 219 shall receive compensation from the Local Union no more than five (5) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the 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 Committee members for any errors or omissions committed or created by the administrative staff while collecting dues, provided there was proper oversight.

Recording Secretary

(D) The Recording Secretary of L.U. 219 shall receive compensation from the Local Union no more than five (5) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the membership meeting and an Executive Committee meeting are held on the same date, the Recording Secretary shall receive compensation for only one meeting.

Treasurer

(E) The Treasurer of L.U. 219 shall receive compensation from the Local Union no more than five (5) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the membership meeting and an Executive Committee meeting are held on the same date, the Treasurer shall receive compensation for only one meeting.

Warden and Conductor

(F) The Warden and Conductor of L.U. 219 shall receive compensation from the Local Union no more than four (4) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the membership meeting and an Executive Committee meeting are held on the same date, the Warden and Conductor shall receive compensation for only one meeting.

Trustees

(G) The Trustees of L.U. 219 shall receive compensation from the Local Union no more than four (4) hours at the highest journeyman hourly wage in the jurisdiction of L.U. 219 for each monthly membership meeting and Executive Committee meeting attended. However, if the membership meeting and an Executive Committee meeting are held on the same date, the Trustees shall receive compensation for only one meeting.

REFERRAL PROCEDURE

Section 25

(A) The Local shall comply with the uniform rules and / or procedures established by the Regional Council for the registration and / or referral to employment of unemployed workers. Workers shall have employment throughout the territorial jurisdiction of the Regional 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 any other terms and conditions agreed to by the Local Union before the member commences work.

(C) Members of the Local can solicit work from a signatory contractor. If a member acquires a job with a signatory contractor, he or she is to immediately contact the Local Union during regular business hours or leave a message on the Union answering machine. Upon notification, the member will immediately remove themselves from the out of work list through the Tahoe system. Failure to notify the Local Union office shall constitute reason to have the member disciplined. Violation of this provision shall be processed in accordance with the Local Union out of work rules.