

**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES  
DISTRICT COUNCIL NO. 5**

**GLAZIERS, ARCHITECTURAL METAL & GLASS WORKERS  
LOCAL UNION NO. 740**

**11105 N. E. Sandy Blvd.  
Portland, OR 97220**

**B Y - L A W S**

**MAY 2010**

**PREAMBLE**

No employer of labor could hope for success in his business in a country where all workers and those dependent upon them lived in poverty and want; this applies to any and all branches of industry.

The aims of organized labor are to elevate the standards of living for the worker as well as the employer by demanding a just wage for the worker, which in turn will enable the employer to sell his product at a fair profit; the result would be peace and harmony for all classes and answers equitably the question, "Am I My Brother's Keeper?"

Therefore, no intelligent person, whether employer or employee, can fail to support enthusiastically the cause of organized labor. To these principles the aims and efforts of Glaziers, Architectural Metal & Glass Workers Local Union No. 740 are dedicated. A copy of these By-Laws shall be furnished to all members. All previous By-Laws and Trade Rules are hereby suspended.

**ARTICLE I: BY-LAWS**

These By-Laws are subordinate to the provisions of the International Constitution of the International Union of Painters & Allied Trades (hereinafter called the "International Union") and the By-Laws of District Council No. 5. In the case of conflict between these By-Laws and the provisions of the International Constitution, the latter shall govern. In the case of conflict between these By-Laws and the District Council By-Laws, the latter shall govern.

**ARTICLE II: NAME**

This organization, a subordinate body of the International Union and an affiliated Local Union of District Council No. 5, shall be known as Glaziers, Architectural Metal & Glass Workers Local Union No. 740.

### **ARTICLE III: JURISDICTION**

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**

The objects of this Local Union shall be as set forth in the Preamble and Sections 2 and 125 of the International Constitution.

### **ARTICLE V: ELIGIBILITY FOR MEMBERSHIP**

Eligibility for membership in this Local Union shall be as set forth in Sections 85 - 86 of the International Constitution and as otherwise set forth in the International Constitution or policies adopted by the General Executive Board.

### **ARTICLE VI: OFFICERS**

1. Eligibility to hold office shall be as set forth in Sections 92 (b) and 181 of the International Constitution.
2. Officers of this Local Union shall be as set forth in Section 152 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 156 - 159.
  - B. Vice-President: The duties of the Vice-President shall be as set forth in Section 161.
  - C. Recording Secretary: The duties of the Recording Secretary shall be as set forth in Sections 162 - 164.
  - D. Financial Secretary: The duties of the Financial Secretary shall be as set forth in Sections 165 - 170, Section 182 (d) and Section 228 (d).
  - E. Treasurer: The duties of the Treasurer shall be as set forth in Section 171.
  - F. Trustees: The duties of the Trustees shall be as set forth in Sections 172 - 175.
  - G. Warden: The duties of the Warden shall be set forth in Section 176.

3. As soon as the District Council adopts the centralized Local Union dues, records and reporting plan outlined in Section 235 of the International Constitution, the following modifications will be in effect for dues collection, records and reporting. Also, the Local Union officers' duties will be modified as outlined below.

Under the 'Dues Collection and Membership Reporting Plan' adopted by Local Union No. 740 pursuant to Article 15.4 of the District Council No. 5 By-Laws, the Business Manager/Secretary-Treasurer of District Council No. 5 performs many of the functions of the Financial Secretary and Treasurer of Local Union No. 740. Therefore, the duties of the Financial Secretary and the Treasurer of Local Union No. 740 shall be as set forth in this ARTICLE.

Where the Financial Secretary receives dues payments from members (such as at Local Union meetings) of Local Union No. 740, he/she shall (a) transmit such payments to the Business Manager/Secretary-Treasurer of District Council No. 5 within five (5) days and (b) provide the member with a temporary receipt, a copy of which shall be transmitted to the Business Manager/Secretary-Treasurer with the payment, 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.

- A. 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 report shall include the following information:
- (1) the gross receipts of the Local Union in the prior month,
  - (2) 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 No. 5 and any other deductions,
  - (3) the overall membership of the Local Union, with the gain or loss in membership in the prior month noted,
  - (4) the number and names of members on application and those initiated,
  - (5) the number and names of members suspended and reinstated, and
  - (6) the names and number of Clearance Cards deposited and issued

B. The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council No. 5. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:

- (1) a list all deposits made to the Local Union account, if any,
- (2) a copy of the Local Union cash disbursements journal, if applicable,
- (3) 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

Notwithstanding anything to the contrary in this ARTICLE, the Financial Secretary, 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.

The Financial Secretary shall perform the Financial Secretary duties outlined in Section 182 (d) and 228 (d) of the International Constitution from information provided the Financial Secretary by the Business Manager/Secretary-Treasurer of the District Council.

The Local Union Trustees shall audit the Business Manager/Secretary-Treasurer's records as they pertain to their particular local union on a quarterly basis as per Sections 172 through 175. In lieu of the Trustees auditing the Business Manager/Secretary-Treasurer, it is permissible for the Trustees to review an unqualified audit performed by a Certified Public Accountant (CPA) or Chartered Accountant. Such review will be done with the accountant to explain the report. A copy of such report is to be sent to the General Secretary-Treasurer.

The District Council and the Local Union shall use the IUPAT Integrated Membership Systems (IMS) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records and member activity, no later than January 1, 2014.

#### **ARTICLE VII: DELEGATES**

All delegates (other than delegates to the General Convention) shall be elected at the June elections in accordance with ARTICLE XI of these By-Laws.

Officers or delegates failing to attend three (3) successive Union Meetings without proper excuse will be withdrawn automatically and replaced by election as provided in Sections 185 - 187 of the International Constitution.

To be eligible to hold office or be a delegate, a member must attend at least twenty-five per cent (25%) of the meetings held by the Local Union during the twelve (12) months immediately prior to the date of nomination, as provided in Section 181 of the General Constitution.

### **ARTICLE VIII: EXECUTIVE BOARD**

1. The Executive Board of this Local Union shall be as set forth in Section 152 (j) of the International Constitution.

2. **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 Meetings
- C. All requests for donation of funds shall be directed to the Executive Board. It shall investigate 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 Meeting; provided, however, that during the interim between meetings it shall be authorized to act for the Local Union in cases of emergency, subject to review at the next Regular Meeting.
- E. No disbursement from the general fund shall be made without the action of the Local Union, and then only by warrant or check signed by any two of the following: President, Vice-President, Recording Secretary, Financial Secretary or Treasurer.

### **ARTICLE IX: COMPENSATION OF OFFICERS, DELEGATES & COMMITTEE MEMBERS**

1. **OFFICERS**

Officers must be present at the Executive Board monthly meeting to be eligible for the wages and benefits.

President:	4 Hours Journeyman Leadman Wage & Benefits
Vice President:	4 Hours Journeyman Leadman Wage & Benefits
Recording Secretary:	8 Hours Journeyman Leadman Wage & Benefits
Financial Secretary:	4 Hours Journeyman Leadman Wage & Benefits
Treasurer:	4 Hours Journeyman Leadman Wage & Benefits
Trustees (3):	4 Hours Journeyman Leadman Wage & Benefits

In the event of economic necessity, the Executive Board may eliminate the leadman pay as contained in this ARTICLE. Executive Board members who commute from outside the free zone shall receive the current mileage reimbursement rate as contained in the Collective Bargaining Agreement.

## 2. DELEGATES

To District Council No. 5: Delegates shall receive seventy dollars (\$70.00) per day expenses, actual air fare round-trip (not to exceed cost of regular coach class fare), single room rate and lost wages at the current glazier leadman wage rate, if any. In the event expenses are greater than the allotted amount, receipts will be required for reimbursement.

To Central Bodies (if any): Delegates shall receive seventy dollars (\$70.00) per day expenses, actual air fare round-trip (not to exceed cost of regular coach class fare), single room rate and lost wages at the current glazier leadman wage rate, if any. In the event expenses are greater than the allotted amount, receipts will be required for reimbursement.

To Conventions, Conferences, etc: Delegates shall receive seventy dollars (\$70.00) per day expenses, actual air fare round-trip (not to exceed cost of regular coach class fare), single room rate and lost wages at the current glazier leadman wage rate, if any. In the event expenses are greater than the allotted amount, receipts will be required for reimbursement.

## 3. COMMITTEE MEMBERS

Committee members shall be compensated for any loss in wages and benefits resulting from attendance for committee events. Committee members who commute from outside the free zone shall receive the current mileage reimbursement rate as contained in the Collective Bargaining Agreement.

## **ARTICLE X: BONDS**

Officers of Local Unions shall be bonded in accordance with Section 147 of the International Constitution and as required by the Labor-Management Reporting and Disclosure Act of 1959, as amended.

## **ARTICLE XI: ELECTIONS**

1. Elections shall be held under the procedures and provisions as set forth in Sections 180 - 183 of the International Constitution.

2. The election of Local Union Officers, Executive Board members, and Delegates to District Councils (and Central Bodies, if any) shall be held at the last meeting in June.

Nominations for the same shall be held at the last meeting in May, as per Section 180 (a) of the International Constitution. Delegates to the District Council shall be elected to a four (4) year term. All other offices shall be elected to a three (3) year term. Full-time paid employees of the Local Union will not endorse nor campaign for candidates during regular office hours.

There shall be precinct voting for all general elections, for dues and assessments and for contract acceptance. An Election Committee shall conduct the voting at locations in Salem and Eugene Oregon, and at a location in Portland, Oregon on successive days. Votes will be counted and the results announced at the Portland location at the conclusion of the balloting.

3. Delegates to the General Conventions of the International shall be elected as set forth in Section 28 of the International Constitution. Delegates to District Council and Central Bodies (if any), shall be nominated and elected in accordance with Sections 180 - 183 of the International Constitution. The qualifications for such positions shall be as set forth in the International Constitution.

## **ARTICLE XII: VACANCIES**

Vacancies occurring among the officers shall be filled in accordance with Sections 186 - 187 of the International Constitution.

## **ARTICLE XIII: DUES, FEES & ASSESSMENTS**

### **1. DUES**

A. Dues from members of Local Union 740 shall be as follows:

<u>Journeyman</u>	\$ 32.05 Per Month
Plus Administrative Dues Check Off: 6.7% of Gross Wage <i>(Includes 3% Dues Check-Off And 3.7% Glazing Industry Recovery Fund)</i>	
<u>Apprentice</u>	\$ 32.05 Per Month
Plus Administrative Dues Check Off: 6.7% of Gross Wage <i>(Includes 3% Dues Check-Off And 3.7% Glazing Industry Recovery Fund)</i>	
<u>Residential - Auto/Service</u>	\$ 32.05 Per Month
Plus Administrative Dues Check Off: 3% of Gross Wage	
<u>Mirror Production - Assembler</u>	\$ 32.15 Per Month
<u>Industrial (Inplant) Worker</u>	\$ 32.15 Per Month
<u>Employer Member</u>	\$ 45.55 Per Month
<u>School District Member</u>	\$ 55.55 Per Month

Retired Member: \$ 23.80 Per Month  
Includes International Per Capita Tax and \$2.00 per month for Local Union  
Death Benefit Fund

Life Member: \$ 3.00, \$ 8.00 or \$ 12.00 Per Month  
For the International Death Benefit Fund; add \$2.00 for the Local Union  
Death Benefit Fund

When retired members are working at the trade, they shall pay full dues including the applicable Administrative Dues Check-Off. Dues shall be payable to the Local Union on a quarterly basis.

Dues shall increase by the amount of any increase in the per capita and Death Benefit payment due to the International Union and such increase shall be effective the date the increase in the payments due to the International Union becomes effective.

- B. The dues payment required by sub-section (A) includes the Death Benefit payment called for by Sections 17 (b) and 18 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 122 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 - 94 of the International Constitution.

- E. Administrative Processing Fees shall be in accordance with Section 93 of the IUPAT International Constitution and the District Council By-Laws.

<u>PROCESSING FEES:</u>	JOURNEYMAN	\$ 500.00
	APPRENTICE	\$ 100.00
	INDUSTRIAL (Inplant)	\$ 50.00

- F. Life Membership fees shall be in accordance with Section 100 of the IUPAT International Constitution.



## 2. CLEARANCE CARDS

Clearance Card fees and rules shall be as set forth in Section 256 of the International Constitution.

## 3. ASSESSMENTS & FUNDS

- A. Assessments can only be levied in accordance with the International Constitution.
- B. International Union Death Benefit Fund: The International Union's Death Benefit Fund is governed by Sections 314 - 316 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 & Disability Fund.
- C. 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.
- D. 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 IUPAT General Executive Board at their next meeting.
- E. 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 140 of the International Constitution. Such required payments shall be made prior to allowing other expenditures.
- F. Membership Assistance Fund
  - (1) To receive assistance as described in Sections 2, 3 and 4, a member must be in good standing and make contributions to the Fund as provided for in Section 5. Contributions to the Fund are voluntary and shall be paid as part of each member's basic dues, administration processing fees and reinstatement fees. Members who elect not to participate in the Fund shall sign an election form available at the Local Union office.

- (2) Members in good standing off work for sixty (60) days or more due to illness or injury shall be entitled to membership assistance in the amount of five-hundred dollars (\$500.00) as a single payment. The member must make written request to the Local Union for such assistance accompanied by verification of the accident or illness resulting in loss of work in such form as the Executive Board may require.
- (3) A member in good standing off work due to illness or injury shall be eligible for the Local Union to pay his/her basic monthly dues for a period up to twelve (12) months. To be eligible for such payment the member must be off work for two (2) consecutive weeks. Payment will begin the calendar month following the completion of the two (2) week waiting period. The member must make request to the Local Union for such dues payments accompanied by verification of the illness or injury resulting in loss of work in such form as the Executive Board may require.
- (4) The designated beneficiary of a member in good standing at the time of death shall receive a death benefit from the Membership Assistance Fund in the amount of two-thousand dollars (\$2,000.00).
- (5) The Membership Assistance Fund shall be maintained by a two dollar and fifty cent (\$2.50) per month contribution from each member's basic dues and a four dollar (\$4.00) contribution from each new and reinstated member. To be eligible for member assistance, a member must be in good standing at the time illness, injury or death occurred.
- (6) The Local Union shall maintain a Defense Fund for the purpose of defending the jurisdiction and Collective Bargaining Agreement of the Local Union. The Defense Fund shall be maintained by a one dollar (\$1.00) per month contribution from each member's basic dues and a twelve-dollar (\$12.00) assessment from each new and reinstated member. The Fund shall be utilized for negotiating, picketing, strike assistance, organizing and other such defense related matters as determined by the Executive Board.
- (7) The Executive Board shall have the right to amend, alter, change or terminate the Membership Assistance Fund and/or the Defense Fund at any time. The Executive Board shall rule on all questions of eligibility for assistance.

G. Glazing Industry Market Recovery Fund - (GIRP)

- (1) The Local Union will create and fund a program to be known as the Glazing Industry Recovery Program (Glaziers, Architectural Metal & Glass Workers Local Union No. 740), whereby a fund will be created consisting exclusively of our Local's money which will be used for the exclusive purpose of promoting the organized glazing construction industry within the jurisdiction of Local Union No. 740 by such means as wage supplements on certain jobs (by which the Program will reimburse for hours worked by employees on a job for which a lower rate have been negotiated), advertising, educational programs, productivity studies, organizing and related activities.
- (2) The Program will be funded by the payment of special dues check-off by all General Glaziers working under the Collective Bargaining Agreement in the amount of three and seven tenths per cent (3.7%) of the hourly base journeyman wage for each hour worked.
- (3) The assets of the Program shall be maintained in a separate account designated as the Glazing Industry Recovery Program.
- (4) The Program shall be administered by the Business Representative under the general supervision of the Executive Board.
- (5) The Business Representative shall make a monthly report of the Program, including an accounting of its assets, to the Executive Board and the membership.
- (6) In the event the Program is terminated by the Business Representative and the Executive Board, the special dues will immediately cease and all questions relating to the liquidation of the assets of the Program, including the possibility of a refund on some fair basis to the contributors, will depend upon the circumstances then existing and will be resolved by the Committee in their sole discretion.

H. Local Union Death Benefit Fund: New and reinstated members of Local Union No. 740 shall pay four dollars (\$4.00) in advance to the Death Benefit Fund.

I. Defense Fund: New and reinstated members of Local Union No. 740 shall pay twelve dollars (\$12.00) into the Defense Fund.

J. Strike Fund: In the event the Local Union is unable to reach agreement with any employer, the Local Union Executive Board Strike Committee, with the approval of the membership, will implement a strike assessment for all working members; the amount of such strike assessment to be determined by the Executive Board Strike Committee, with the approval of the membership.

**ARTICLE XIV: MEETINGS**

1. Regular Meetings: The Regular Meetings of this Local Union shall be held on the first Thursday of each month. Meetings will be called to order promptly at 6:00 PM.
2. Special Meetings: Special Meetings of this Local Union may be called by the President as he/she deems necessary. Special Meetings shall also be called as required by Section 158 of the International Constitution.
3. 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 twenty-five (25) members.
4. 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 By-Laws 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.
5. Recording Devices: No member shall be permitted to use recording devices during any portion of any meeting in the Local Union.
6. Meeting Attendance Credits: Members will be given one credit per month toward their Union account for attendance at the monthly Union meetings, as follows:

<u>MEETING CREDITS:</u>	JOURNEYMAN	\$ 5.00
	APPRENTICE	\$ 5.00
	INDUSTRIAL (Inplant)	\$ 2.50

Members attending nine (9) Union meetings within the twelve-month period, May through April, shall receive a union jacket.

Member attending their Local Union meeting in the same month as their birthday shall be awarded a Local No. 740 T-Shirt.

All members attending the Local Union meeting in August will be given a Union hat for their participation.

**ARTICLE XV: COMMITTEES**

By-Laws Committee: There shall be a standing By-Laws Committee comprised of four (4) members, the Business Representative being an automatic committee member.

## **ARTICLE XVI: CONTRACTORS**

No contractors, shop owners or foremen who have authority to hire and fire will be eligible to hold office, serve on an Executive Board, act as Business Representative or delegate nor vote on any questions pertaining to hours or wages, or at elections of Representatives Business.

## **ARTICLE XVII: MEMBERSHIP**

1. An applicant is considered a member when the applicant meets all the requirements as set forth in Sections 85 - 90 of the International Constitution.

2. A member may lose his/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 119 - 120 of the International Constitution.

A member who loses his/her good standing status because of his/her failure to pay dues or other obligations as required by the International Constitution and these By-Laws, but who has not been expelled from membership, may reinstate his/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 121 of the International Constitution. Expelled members may be reinstated only in accordance with Section 301 of the International Constitution.

<u>REINSTATEMENT FEES:</u>	JOURNEYMAN	\$ 50.00
	APPRENTICE	\$ 50.00
	INDUSTRIAL (Inplant)	\$ 5.00

When Local Unions provide for quarterly dues payments, such quarterly payments must be made on or before the 20th day of the first month of the quarter to maintain good standing membership for the entire quarter period. Any member may resign his/her membership under the conditions contained in Section 123 of the International Constitution.

### **3. MEMBERS' RESPONSIBILITY**

A. Every member by virtue of membership in this Local Union is obligated to adhere to and follow the terms of the Local Union's By-Laws 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 by virtue of membership in this Local Union authorizes the District Council to act as his/her exclusive bargaining representative with full and exclusive power to execute agreements with his/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.

- C. No member shall interfere with the elected officers or representatives of the International Union, its subordinate bodies, 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, and its subordinate bodies, the District Council and the 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 and seminars, as directed and assigned by the International Union, the District Council's Executive Board, Business Manager, Business Representatives or Local Union officers. No charges shall be filed or processed against any member for his/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 ninety (90) days of being initiated.

## **ARTICLE XVIII: GENERAL RULES**

### **1. RULES**

- A. Only such glass and glazing contractors, firms, persons or corporations who have an established place of business, trucks, staging, mechanical equipment necessary for fabricating and installing work and/or a display store with adequate supply of materials ordinarily carried in stock by glass and glazing firms who have all necessary contractor licenses, who carry Workman's Compensation Insurance and who have a signed contract and health and welfare agreement with Local Union No. 740 will be recognized by the Union as a fair employer.

- B. All members of Local Union No. 740 shall work only for such contractors as are considered fair by Local Union No. 740. If a member is designated "a salt" by the Local and working in an organizing campaign, the member may be permitted to work for a contractor that is not considered fair by the Local. During an organizing campaign the Local, at its discretion, may agree to pay some or all of the fringe benefit package for a member working as a salt.
- C. Authority for strike sanction shall be by secret ballot at a Special Meeting.
- D. All bargaining demands are authorized by membership instructions to the Negotiating Committee.
- E. All contract terms are ratified by secret vote of the membership.
- F. Stewards are not officers of the Local Union. Shop Stewards and Job Stewards shall be appointed and/or removed by the District Council Business Manager or his/her designee. They shall be selected in such manner as the Local Union shall determine and their duties shall be determined by the Business Representative. Stewards are shall be responsible to make it to 25% of Local Union meetings. The Union, at its discretion, may pay the stewards' monthly dues.
- G. Grievance Procedure: Any employee having a grievance against his/her employer must request the adjudication of the grievance by the Local Union within forty-five (45) days of the time of the grievance. He/she shall furnish all applicable evidence in the case to the Local Union office (pay stubs, documents, etc.) before the Local Union will process his grievance.

2. TRADE RULES

Safety Rules, Regulations & Codes: All members must comply with all state, county and city safety regulations and will be subject to trial and penalties for violations.

A. Safety Code For Setting Plate Glass:

Up to and including 108 united inches	1 Glazier
Over 108 UI up to and including 150 UI, not less than	2 Glaziers
Over 150 UI up to and including 175 UI, not less than	3 Glaziers
Over 175 UI up to and including 205 UI, not less than	4 Glaziers
Over 205 UI up to and including 240 UI, not less than	5 Glaziers
Over 240 UI up to and including 280 UI, not less than	6 Glaziers
Over 280 UI up to and including 300 UI, not less than	7 Glaziers
Over 300 UI up to and including 315 UI, not less than	8 Glaziers
Over 315 UI	9 Glaziers or More

ADDITIONAL MANPOWER REQUIRED IN ALL BRACKETS ABOVE GROUND LEVEL

- B. It shall be the duty of all members to recognize an AFL-CIO picket line when such line has been established according to the authorized AFL-CIO procedure.
- C. Eight (8) hours shall constitute a day's work, to be performed between the hours of 6:00 AM and 5:00 PM.
- D. Forty (40) hours shall constitute a week's work, to be performed Monday through Friday inclusive. All overtime work performed after eight hours or between 5:00 PM and 6:00 AM and on Saturday, Sunday and the following holidays shall be paid as the prevailing agreement calls for:

**NEW YEAR'S DAY - PRESIDENT'S DAY - MEMORIAL DAY  
INDEPENDENCE DAY - LABOR DAY - THANKSGIVING DAY  
THE DAY AFTER THANKSGIVING - THE DAY BEFORE CHRISTMAS  
CHRISTMAS DAY**

ALL MEMBERS SHALL BE RESTRAINED FROM WORKING ON **LABOR DAY**

- (1) With the mutual consent of the employer and employee and job conditions permitting, the four (4) day week, ten (10) hour day may be worked. On this basis, straight time will be paid. All time in excess of a ten (10) hour day or a four (4) day week will be paid at double-time. It is to be utilized on a weekly basis only, four (4) consecutive days Monday through Thursday, between the hours of 6:00 AM - 6:00 PM.
  - (2) All time on Friday, Saturday or Sunday shall be paid for at the rate of double-time, minimum of two (2) hours pay.
  - (3) Any holiday falling on Sunday will be observed Monday; any holiday falling on Saturday will be observed on Friday. In the event Christmas Day falls on a Saturday, Christmas Eve will be observed on Thursday and Christmas Day will be observed on Friday.
- E. Wage scales, mileage and subsistence shall be governed by the current Working Agreement.
  - F. This Local Union shall not establish nor permit to be established a piece rate schedule by any member and no member shall be permitted to perform work for any person, firm or corporation under a piece rate plan.
  - G. Saturdays and Sundays are rated at double-time and holidays shall be rated in accordance with the contract. No work is to be performed without a permit from the Business Representative for any holidays.



- H. No member shall be allowed to work with other than members in good standing on any classification of glass work. No member can work for two different employers in any twenty-four (24) hour period when he/she has worked eight (8) hours or more for one of them unless authorized by the Local Union office. No member shall instruct any other craft in any of the work of our trade.
- I. No member shall be permitted to use his own vehicle for the purpose of carrying material or shop equipment to or from a job.
- J. No member shall work for more than one employer at one time. No member shall allow his employer to lend him to another shop without obtaining a referral from the Union office.
- K. An employer member of this organization shall not be allowed to work on overtime work unless accompanied by a journeyman, not an employer.
- L. An employer member of this organization shall not be allowed to work in any shop other than his own except by special permission from the Local Union.
- M. An employer working with the tools of the trade and performing glazing work under our jurisdiction must become a member of Glaziers, Architectural Metal & Glass Workers Local Union No. 740.
- N. Members must notify the Union office immediately upon layoff or termination to have their name placed on the out-of-work list. A member must remain in good standing to maintain his/her position on the out of work list, and must check in with the Local once every 60 days to keep their name on the list.
- O. If the employer is rotating employees rather than laying off, the members are not required to call the Union office to be put on the out-of-work list if such rotation is five (5) days or less.
- P. Members are required to request a referral from the Union office prior to starting work for any employer.
- Q. Members that are not in good standing per ARTICLE XVII, Section 2 of these By-Laws will not be issued a referral until such time as they have reinstated their good standing.
- R. It is the responsibility of all members to remain in good standing with the Local Union. Should any member fall behind on his/her dues far enough to generate a suspension notice, a five dollar (\$5.00) surcharge will be added to the total due.

- S. Members shall collect all monies expended for carfare, etc., going to and from outside jobs during working hours.
- T. Members leaving to work out-of-town jobs shall each receive his/her individual expenses, which shall include all traveling expenses, board and lodging, before proceeding to the job.
- U. No member of this organization shall injure the interests of another by undermining him in wages or willfully performing any other act by which the situation of any member may be placed in jeopardy.
- V. It is the member's obligation to verify the union membership of fellow employees. Any member working with a non-union glazier shall report same to the Union office or Business Representative immediately.
- W. Each employer steadily employing three (3) journeymen may have one (1) apprentice and one (1) additional apprentice for each additional three (3) journeymen steadily employed. Exceptions to this Section must be approved by the Glass Workers Joint Apprenticeship & Journeyman Training Committee.
- X. Members are required to receive premium pay according to the Working Agreement.
- Y. Any or all irregularities in payment of wages must be reported to the Business Representative within two weeks time after the regular pay period. Any member found guilty of not receiving his wages in full within two weeks from payday or of not reporting same to the Business Representative may be fined an amount deemed appropriate by the Trial Board.
- Z. No member can maintain his/her membership with Local Union No. 740 if he/she has moved out of the work jurisdiction of Local Union No. 740.

### 3. WORKING JURISDICTION

General Glazing will include, but is not limited to: Aluminum storefronts, curtain wall, skylight systems, door frames, doors and door hardware, all preformed metal panels, all preformed sash of vinyl, wood, metal or composite material, all work related to the securing of glass including the anchoring of material by means of welding, cutting, drilling, all on-site hoisting and rigging. Glazier work will also include the fabrication and installation of energy producing glass or similar product and its system, ornamental metal hand-rail systems of aluminum or steel for balconies, walkways, and stairways where glass or cable are utilized. **(1)** Glass: The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: art glass, prism glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, pre-glazed windows, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, all types of opaque

glass, glass chalk boards, structural glass, louvers, tempered and laminated glass, thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, skylights, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures: **(2)** the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction: **(3)** the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyls, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; **(4)** the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above: **(5)** bevelers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations: **(6)** the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other glass metals; the fabrication and distribution of all glass and glass-related products: **(7)** any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

#### **ARTICLE XIX: CHARGES & TRIALS**

1. Each member of this Local Union shall have the right to fair treatment in the application of Local Union rules and law in accordance with the International Constitution and these By-Laws. In the application of all rules and procedures relating to Local Union discipline, the essential requirements of due process of law -- notice, hearing and judgment based upon the evidence -- shall be observed without, however, requiring technical formality followed in courts of law.

2. 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**

No Local Union or other subordinate body, or any member or officer thereof shall resort to any court or agency outside this International 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**

1. The funds and property of the Local Union shall be governed by Sections 142 - 145 of the International Constitution.

2. 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/her designee. Neither this Local Union, nor any of its officers or employees has been authorized or empowered to act as agent of the International Union and shall not be deemed an agent of the International Union unless expressly authorized in writing by the General President or his/her designee to act in that capacity.

## **ARTICLE XXIII: AMENDMENTS**

There shall be a standing By-Laws Committee whose duties and functions shall be as set forth in Section 135 (b) of the International Constitution. Any amendment to these By-Laws shall be done in accordance with the procedure set forth in Section 135 of the International Constitution.

## **ARTICLE XXIV: STANDING RULES FOR UNION MEETINGS**

Rules for the conduct of Local Union meetings are contained in the "Order of Business" for Local Unions," and in "Parliamentary Rules and Rituals" set forth in the International Constitution.

## **ARTICLE XXV: INTERNATIONAL UNION CONSTITUTION**

The Local Union acknowledges that the International Constitution of the International Union super-cedes any provisions of these By-Laws which are inconsistent with such Constitution. The Local Union further acknowledges that the By-Laws of the District Council shall govern and super-cede these By-Laws to the extent that any provisions set forth herein are inconsistent with such By-Laws.

## **ARTICLE XXVI: SAVING CLAUSE**

1. The provisions of these By-Laws 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 By-Laws and these Local Union By-Laws (and in conformity therewith) shall be legal obligations of the members upon whom imposed, and enforceable in a court of law.

2. If any provision of these By-Laws 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 By-Laws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these By-Laws 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.

By-Laws Committee Members: Cris Baugher - Jerry Havens  
Chris Nethercott - Jeff Rubin

**IUPAT APPROVED: May 10, 2010**

kb/opeiu #11

## LOCAL NO. 740 MEMBER RATES

### MEMBERSHIP FEES:

<u>JOURNEYMAN</u>	\$500.00	Includes Dues for 6 months
	4.00	Death Fund Affiliation Fee
	12.00	Defense Fund Affiliation Fee
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	\$516.00	
<u>APPRENTICE</u>	\$100.00	
	96.15	Dues For 3 Months
	4.00	Death Fund Affiliation Fee
	12.00	Defense Fund Affiliation Fee
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	\$212.15	
<u>INDUSTRIAL</u> (Inplant)	\$ 50.00	
	96.45	Dues for 3 Months
	4.00	Death Fund Affiliation Fee
	12.00	Defense Fund Affiliation Fee
	-----	
	\$162.45	

### MONTHLY DUES:

<u>Journeyman</u>	\$ 32.05 Per Month
Plus Administrative Dues Check Off: 6.7% of Gross Wage (Includes 3% Dues Check-Off And 3.7% Glazing Industry Recovery Fund)	
<u>Apprentice</u>	\$ 32.05 Per Month
Plus Administrative Dues Check Off: 6.7% of Gross Wage (Includes 3% Dues Check-Off And 3.7% Glazing Industry Recovery Fund)	
<u>Residential - Auto/Service</u>	\$ 32.05 Per Month
Plus Administrative Dues Check Off: 3% of Gross Wage	
<u>Mirror Production - Assembler</u>	\$ 32.15 Per Month
<u>Industrial (Inplant) Worker</u>	\$ 32.15 Per Month
<u>Employer Member</u>	\$ 45.55 Per Month
<u>School District Member</u>	\$ 55.55 Per Month

**REINSTATEMENT FEES:** Charged in addition to all delinquent dues plus the current month's dues::

JOURNEYMAN	\$ 50.00 + \$4.00 + \$12.00
APPRENTICE	\$ 50.00 + \$4.00 + \$12.00
INDUSTRIAL	\$ 5.00 + \$4.00 + \$12.00

**CLEARANCE CARDS:** Current month's dues must be paid plus \$15.00 card fee  
Member has 30 days to deposit card with another local union