

# CONSTITUTION AND BY-LAWS

of the United Union of Roofers,  
Waterproofers and Allied Workers



**Affiliated with AFL-CIO and  
North America's Building Trades Unions**

Amended and adopted at the 30th Convention held  
October 9-13, 2023 – Las Vegas, Nevada



**Constitution and By-Laws**  
of the  
United Union of Roofers, Waterproofers and  
Allied Workers

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AFL-CIO and  
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**INTERNATIONAL OFFICERS**

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International President

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**Kinsey M. Robinson**  
President Emeritus

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General Counsel  
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Amended October 21-25, 1957  
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Amended September 16-20, 1946  
Adopted September 16, 1946

## **PREAMBLE**

To create and maintain a more harmonious and amicable relation one with another and for the mutual benefit of all concerned; to increase, nourish and sustain the prestige and dignity of all affiliated Locals, at the same time guaranteeing to and retaining by, each its own local and individual autonomy; to broaden the scope of usefulness and extend the field of employment of each and every individual member; to protect and improve the economic conditions and quality of life of our membership and all working people, their families and their communities; to confederate as far as practicable our somewhat rather spasmodical individual efforts into one continuous collective undertaking for the upbuilding and improvement of this International Union, the following Constitution and By-Laws are formulated, adopted and promulgated to read as follow:

# CONSTITUTION

## ARTICLE I

### **Name and Object**

**Section 1.** This organization shall be known as United Union of Roofers, Waterproofers and Allied Workers and is hereinafter referred to as the International Union.

**Section 2.** The seal of the International Union shall be of metal and capable of impressing its contents on paper.

**Section 3.** The International Union shall operate to unite and to associate together all practical workers in order to achieve the purposes set forth in the preamble.

**Section 4.** The International Union shall affiliate and remain affiliated with the American Federation of Labor and Congress of Industrial Organizations, the North America's Building Trades Unions, the Union Sportsmen's Alliance and the Union Veterans Council and shall remain in conformity with the governing document of each organization.

## ARTICLE II

### **Jurisdiction**

**Section 1.** The International Union shall be composed of and have jurisdiction over all Local Unions, and their membership composed of skilled roofers and damp and waterproof workers, including apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article. The work jurisdiction of this International Union shall be all roofing, dampproofing, waterproofing, weatherization systems, vapor intrusion mitigation, air barrier systems or any and all contaminants including soil products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture, vapor and other contaminants. These systems or products shall include, but not be limited to, all those outlined in this Article.

**Section 2.** Steep roofers shall include in their work jurisdiction the following work processes and types of materials including, but not limited to:

All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make watertight.

All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make watertight.

All shingles where used for roofing of any type, size, shape or color, and in any manner, laid with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make watertight.

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

All laying of felt, paper, membranes, ice and water shields, single-component, liquid-applied, polymer-modified, monolithic air/vapor intrusion mitigation and moisture intrusion barriers or similar underlayments on sloped roof structures.

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

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

All operation of slate cutting or punching machinery.

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

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

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

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

**Section 3.** Composition roofers and waterproofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.

All waterproofing using bituminous products whether structures are above or below grade or envelope or seamless system.

All forms of plastic, wood, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones, pavers, soils or any type of overburden used to ballast or protect built-up roofing systems or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

All kinds of asphalt, asphaltic, rubberized and composition roofing and waterproofing.

All base flashings, curb flashings, and counterflashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.

All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, nailers, blocking, ballast of all types, walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, drain flashings, scupper flashings, flashing, roof to wall flashings, gravel guard, lath, roof cement and reinforcements, caulking and sealants.

All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.

All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing, weatherization and/or waterproofing, including all operations of pressure/power washers, power scrubbers and any and all other cleaning equipment.

All rock asphalt and composition roofing.

All single-component, liquid-applied, polymer-modified, monolithic membranes.



All epoxy materials used for roofing and waterproofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing.

All laying of felt, paper, membrane, ice and water shields, air, vapor, intrusion mitigation and moisture barriers or similar under-layments.

All mineral surfaced roofing, including 90lb., and SIS, SBS, APP and all types of modified bitumen whether nailed, mopped with bitumen, or applied with mastic, adhesive or applied with torch, heat gun, sprayer or hot air welder.

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

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

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of any structure.

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

All tarred floors.

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

All waterproofing of shower pans and/or stalls.

All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.

All lining and/or waterproofing of decks, underground vaults, reservoirs, holding ponds, water and waste treatment structures, landfills, fountains, planter boxes, tunnels, bridges, plaza areas and similar structures regardless of the material being used.

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

All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such

composite insulations are used as an integral thermal insulating component of the roofing system.

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

All types of coatings, toppings and finishes used on roofing, damp-proofing, waterproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems.

All components of vegetative systems including, but not limited to, membranes, insulations, drainage systems, filters, fleece, vegetation blankets, plantings and soils, and all types of overburden.

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

All components of these solar or photovoltaic cell-type structures that are an integral function of these systems.

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

All types of material used for roofing, waterproofing, air barriers and building envelope systems.

**Section 4.** Composition roofers and waterproofers shall also include in their work jurisdiction the following work processes and types of materials including but not limited to:

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

- a) PVC (polyvinyl chloride systems)
- b) Butyl Rubber
- c) EPDM (ethylene propylene diene monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorinated polyethylene)
- f) CSPE (chlorosulfonated polyethylene)
- g) Modified Bitumens (rubberized asphalt or non-asphalt membranes)
- h) Neoprene

- i) NBP (nitrile alloy)
- j) EIP (ethylene interpolymers)
- k) TPO (thermoplastic polyolefins)
- l) ETFE (ethylene tetra fluoro ethylene)
- m) ECB (ethylene copolymer bitumen and anthracite dust, also known as modified or plasticized asphalts)
- n) PUMA (polyurethane methacrylate) and PMMA
- o) HDPE (high-density polyethylene/PEHD polyethylene high-density/hydrocarbon resistant membrane)
- p) Polyurethanes and Modified Polyurethanes, Polymers – modified and monolithic
- q) Cementitious Waterproofing
- r) Sodium Bentonite (clay membranes)
- s) KEE (ketone ethylene ester/molecular ethylene interpolymer)
- t) Epoxy

(2) All base flashings, curb flashings and counterflashings of elastomeric, elasto-plastic or thermo-plastic composition as outlined in Section 4(1) used to roof or waterproof intersections of horizontal surfaces.

All components of elastomeric, elasto-plastic and thermo-plastic roofing systems used to seal the roof, including but not limited to, nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashings, drain flashings, flashing, roof to wall flashings, gravel guard, compression seals, termination bars, caulking, sealants and seal coating.

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

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

(5) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construc-

tion used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

(6) All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

(7) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

(8) All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermo-plastic systems to ensure that these systems are watertight.

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

(10) All sheet-type elasto-plastic, elastomeric and thermo-plastic systems, whether single or multi-ply for waterproofing, dampproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems either inside or outside of any structure.

(11) All cleaning, sand blasting, grinding, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.

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

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

(14) All handling of roofing, damp and waterproofing materials.

(15) All hoisting, lifting and storing of all roofing, damp and waterproofing materials.

(16) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.

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

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

(19) All operation of jeeper or holiday detectors.

(20) All materials laminated to roofing and/or insulation systems.

(21) All materials and substrates used on the roof deck for fire-proofing or any materials used as a support or means of attachment for the roofing systems.

(22) All air vapor intrusion mitigation and moisture intrusion barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems including, but not limited to, sprays, epoxies, asphaltic or asphaltum, PVC or PVC with bentonite, HDPE or HDPE with bentonite membranes and bituminous products.

(23) All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.

All components of rooftop and subsurface water recapture or rain-water harvest systems where the primary purpose is to control and manage water run-off.

This shall include, but not be limited to: Environmental Passive Integrated Chamber (EPIC™) system or systems of a similar nature. All components of EPIC systems or systems of a similar nature, including, but not limited to all geomembrane, geofabrics, geotextiles, geofoam boards, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.

(24) All water and flood testing of roofing, damp and waterproofing systems.

(25) All maintenance, repair and inspection to all roofing, waterproofing and dampproofing systems.

**Section 5.** All Building Envelope Systems, including all materials and equipment used for installation of these systems.

**Section 6.** All protection and safeguarding of the interior or exterior contents of a structure during roofing or waterproofing applications including all materials and equipment used in these procedures. This shall include, but not be limited to, all project monitoring and all clean up during and after completion of project.

**Section 7.** All tear-off, sand blasting and/or removal of any type of roofing and waterproofing including ballast and all overburdens, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any cleanup of any materials on any construction site and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II.

**Section 8.** All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

**Section 9.** All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

## ARTICLE III

### Membership

**Section 1.** Any person of good moral character employed in the crafts or various employment over which this International Union has jurisdiction shall be eligible for membership, subject to the following provisions:

a. The person shall not be a member of, or in any manner affiliated with, any subversive organization, nor shall he/she become, while a member of this International Union, a member of, or in any manner affiliated with any such subversive organization, nor shall they engage in any conduct that is in furtherance of a subversive organization or supports the goals of a subversive organization, which conduct interferes or seeks to interfere with the Constitution and By-Laws and the policies of this International Union, the District Councils or the Local Unions.

b. Any member who is or becomes an employer or supervisor shall not be eligible to nominate, be nominated or vote in any election of officers or delegates, or on any collective bargaining agreement.

c. The person shall have agreed to comply with and be bound by the terms and provisions of this Constitution and the By-Laws promulgated hereunder and of the Constitution and By-Laws of the Local Union to which he/she shall be affiliated.

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

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

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

## ARTICLE IV

### **Eligibility**

To be eligible for election to the position of an officer of this International Union, a candidate must be a member in continuous good standing in this International Union and paying full dues and per capita tax for a period of five years prior to his/her nomination for said office. He/She shall also be a citizen of the country in which the Local Union he/she represents is situated. To be a member in good standing, all dues and other outstanding obligations of such member must be paid on or before the last day of the third month after the due date; and such member shall not have been suspended or removed by action of any tribunal for misconduct or violation under the Constitution and these By-Laws or the Constitution and By-Laws of the Local Union of which he/she is a member.

## ARTICLE V

### **Convention, Representation and Franchise**

**Section 1.** This International Union shall hold a Convention every five years, to be called to order and opened for the transaction of business in the month of October and shall continue until the completion of all business assigned to that Convention. The precise site and date on which the Convention shall be called to order shall be fixed by the International Executive Board not later than thirty-six (36) months preceding the month in which the Convention is to meet; provided that if at any time following such determination the International Executive Board finds that it is impractical to hold the International Convention at the designated site or on the designated date, it shall be authorized to designate either a different site or a different date or both. If a different date is selected, it shall be a date which is within sixty (60) days prior to the original date fixed by the International Executive Board and all Convention or pre-Convention obligations shall be adjusted accordingly. The delegates in attendance at the preceding Convention may, at any time prior to the adjournment of that Convention, suggest possible sites for holding the next Convention.

**Section 2.** Each Local Union shall be entitled to one delegate for ninety-nine (99) members or less; two delegates for one hundred (100) members and one additional delegate for each additional one hundred (100) members or majority fraction thereof.

**Section 3.** The International Secretary-Treasurer shall average the membership of each Local Union for the first quarter of the Convention year and during the first week of the month of May preceding the Convention shall notify each Local Union of the number of delegates to which such Local Union shall be entitled and simultaneously mail in paper form or electronically the proper number of credentials for the coming Convention.

**Section 4.** Each Local Union shall elect by secret ballot its delegates to the Convention, except that a Local Union elected officer charged with the duties of administering the affairs of the Local



Union, shall automatically be a delegate in accordance with this Constitution and By-Laws. This shall not prevent a Local Union from providing in its Constitution and By-Laws that more than one officer may be a delegate by virtue of their having been elected to the Local Union office. The total number of delegates, including the principal officer, shall not exceed the number of delegates fixed by the preceding section hereof. The Local Union may elect such number of alternates as it may desire. Each Local Union may elect its delegates at any reasonable time including after it has been notified by the International Secretary-Treasurer of the number of delegates to which it is entitled, but such election shall not be later than sixty (60) days prior to the date set for the Convention. Notwithstanding anything contained in this Article, a Local Union shall not be entitled to have its delegates accredited to the Convention nor shall its delegates be accredited or permitted to exercise the rights of a delegate, unless all financial obligations due to the International Union from the Local Union shall have been paid in full for the period through the month of August of the year in which the Convention is held.

A member shall not be eligible to be a delegate unless he/she has been a member in continuous good standing of the Local Union he/she represents and paying full dues and per capita tax for a minimum of two (2) years prior to the election, except where the Local Union has not been in existence for two (2) years.

**Section 5.** The International Union shall maintain a Convention Expense Fund out of which it shall pay to each delegate, who is entitled to be seated and who attends the Convention, effective October 2008, an amount equal to two times the number of miles from the Convention site to the delegate's Local Union, as shown by Rand McNally Company maps, multiplied by ten cents (\$.10) plus nine hundred and fifty dollars (\$950.00) and such other amount as may be determined reasonable and proper by the International Union Executive Board. Each Local Union shall pay all other additional expenses of its delegates and alternates to the Convention; provided that prior to the election of delegates, it shall establish the amount which it will allow a delegate or alternate for such additional expenses and wages.

Any delegate who is not registered at the Roofers Convention site will be denied their travel expenses.

**Section 6.** Each Local Union shall, immediately after election of delegates, and no later than forty-five (45) days prior to the date set for the Convention, forward the names and membership numbers of the duly elected delegates to the International Secretary-Treasurer. At Convention registration, each delegate shall present their government issued photo identification to the Committee on Credentials. The Committee on Credentials shall establish that each delegate is a member in good standing.

**Section 7.** The International President, the International Secretary-Treasurer and the International Vice Presidents shall automatically be delegates of their respective home Local Unions to regular and special International Conventions, provided that such officer shall not vote in the election of International officers unless the officer has been duly elected as a delegate from his/her Local Union, as provided in Section 4 of this Article. The expenses of the above officers shall be paid by the International Union. The respective Local Unions shall be entitled to their full quota of delegates in addition to the foregoing delegates.

The International Representatives, if not elected as delegates from their respective Local Unions, shall nevertheless be entitled to attend regular and special International Conventions as delegates-at-large, provided that a delegate-at-large shall not have the right to vote on any matter coming before the Convention. The expenses of a delegate-at-large shall be paid by the International Union.

**Section 8.** A quorum shall consist of a majority of the delegates seated to the Convention. The order of business shall be as determined by the Committee on Rules; provided, that until such rules have been adopted, the rules of the previous Convention shall govern the order of business and the conduct of the Convention.

**Section 9.** Only official delegates shall have the right to vote on matters coming before the Convention. Each delegate, or in their absence his/her alternate, shall be entitled to one vote. An alternate shall be accredited only in the event the delegate is not seated.

**Section 10.** All matters coming before the Convention must receive a majority of the votes cast, unless otherwise specified. All acts of the Convention receiving such a vote shall become effective on February 1st following the Convention unless otherwise specified.

**Section 11.** All resolutions submitted by August 1 of the year in which the Convention is to be held shall be sent by the International Union to all Local Unions, including those of the International Executive Board. Such resolutions are to be sent by the International on or before September 1 of the year in which the Convention is to be held. All other resolutions shall be mailed or delivered to the Convention headquarters so that they will be received before 10:00 a.m. on the Thursday immediately preceding the Monday on which the Convention is called to order. Any Local Union so desiring may print and distribute copies of resolutions submitted by it to all Local Unions. This shall not deprive delegates to the Convention of their right, if approved by the unanimous vote of the delegates present, to propose resolutions during any of the sessions of the Convention. All resolutions when introduced shall bear the written signatures of the sponsors of such resolutions. In the event a resolution is submitted by a Local Union, such resolution shall be submitted in the name of the Local Union, and executed by its proper officers.

**Section 12.** The International President shall, on or before the Thursday preceding each Convention, appoint from the International Executive Board a committee of five (5) to act as a Committee on Credentials. The International President and International Secretary-Treasurer shall also be members ex-officio of said Committee. It shall meet at Convention headquarters prior to the opening of the Convention and all credentials shall be referred to it. This Committee shall make partial reports to the Convention until its work is completed.

**Section 13.** The International President shall, preceding each Convention, appoint from the International Executive Board a committee to act as a Committee on Rules. The International President and International Secretary-Treasurer shall also be members ex-officio of said Committee. It shall meet at Convention headquarters prior

to the opening of the Convention and it shall prepare rules for the conduct of the Convention, which rules shall be presented at the opening session of the Convention and shall, except as herein otherwise provided for, govern the procedures of said Convention.

**Section 14.** A transcript shall be made of all Convention sessions.

**Section 15.** Any vote on the per capita tax payable to the International Union shall be by secret ballot.

## ARTICLE VI

### **International Officers and Their Election**

**Section 1.** The officers of this International Union shall be an International President, ten (10) International Vice Presidents and an International Secretary-Treasurer. They shall serve a five (5)-year term until their respective successors shall have been installed. The officers shall constitute the International Executive Board.

**Section 2.** All International Officers shall be elected at the International Convention in the following order and manner: International President, First International Vice President and each subsequent International Vice President in their title and number, which shall be their designation thereafter, and International Secretary-Treasurer. Nominations for each office in its turn shall be made in open Convention, and elections shall be by secret ballot when there is more than one candidate. Election to office shall require a majority of all votes cast and balloting shall continue until one candidate has secured such a majority; after every unsuccessful ballot, the candidate receiving the lowest number of votes shall be removed from the ballot. Upon completion of all elections, all officers-elect shall be given the oath of office and they shall then immediately assume their respective offices.

**Section 3.** In the event that the office of either the International President or the International Secretary-Treasurer shall become vacant, the incumbent of the other office shall call a session of the International Executive Board, which shall, by ballot, elect a successor for the vacant office. In the event that the office of both the International President and the International Secretary-Treasurer shall be

come vacant, the highest-ranking International Vice President shall call a session of the International Executive Board, which shall, by ballot, elect a successor for each of the vacant offices. Such successor(s) shall take the oath of office and shall hold office until the next regular Convention election. The International Executive Board shall adopt such rules as it deems necessary for nomination of candidates in such event.

**Section 4.** In the event that the office of any of the International Vice Presidents shall become vacant, the International Executive Board shall elect a successor for the vacant office after the International Vice Presidents move up numerically. Such successor shall take the oath of office and shall hold office until the next regular Convention election.

**Section 5.** The International President, International Secretary-Treasurer, the First Vice President and Second Vice President shall each, by virtue of their elected position(s), be delegates to the Convention of the American Federation of Labor and Congress of Industrial Organizations and the North America's Building Trades Unions. By virtue of their elected positions, the remaining Vice Presidents shall numerically serve as alternate delegates.

## ARTICLE VII

### Salaries and Expenses

**Section 1.** The salaries and expense allowances contained in this Article shall become effective January 1, 2024.

**Section 2.** The salary of the International President shall be Four Thousand Seven Hundred Eighty-Six Dollars and Fifty-Seven Cents (\$4,786.57) per week.

**Section 3.** The salary of the International Secretary-Treasurer shall be 90% of the International President's salary. Each shall receive a per-diem for expenses while on assignment in Washington, D.C. equal to the Federal high-low rates in effect at the time.

**Section 4.** International Vice Presidents shall receive a salary of 75% of the International President's salary per day when on assign-

ment unless they are employed in the capacity of an International Representative, Organizer, or Assistant to the President, in which case they shall receive only the salary for said position.

**Section 5.** The salaries and expenses of the International Organizers and other non-elected positions shall be determined by the International President, but shall not exceed the salary of an International Representative.

**Section 6.** The salaries and expenses of the Assistants to the President shall be determined by the International President, but shall not exceed the salary of an International Representative by more than twelve percent (12%). If an Assistant to the President should also be an International Vice President, he/she shall not also be entitled to the compensation provided in Section 4 of this Article.

**Section 7.** The salaries of the International Representatives shall be 70% of the International President's salary including increases contained herein.

**Section 8.** All Officers of the International Union, Representatives, Organizers and Assistants to the President shall be reimbursed for any and all ordinary and necessary business expenses, in the performance of their duties, that are in accordance with the expense reimbursement policy established by the International Executive Board.

**Section 9.** Effective January 1, 1999, Officers of the International Union and International Representatives shall receive Forty Dollars (\$40.00) per day in reimbursement of their expenses when not on assignment. But, this sum shall not be paid during periods of prolonged illness, vacation or personal leave of absence.

**Section 10.** Effective January 1, 1999, all Officers of the International Union and International Representatives shall be given a per diem for out-of-town travel while on assignment and away from their home equal to the Federal high-low rates in effect at the time of travel for the area of travel.

**Section 11.** Effective February 1, 1999, and February 1 of each year thereafter, the salary for the International President shall be increased by the percentage increase, if any, in the National Cost of Liv-

ing Index published by the U.S. Department of Labor, but not to exceed 5% per year. The basis of the increase shall be the twelve (12) month period December to December of the previous year.

**Section 12.** The granting of each year's cost of living increases, if any, to the Assistants to the International President, International Organizers and other non-elected positions shall be determined solely by the International President.

**Section 13.** All Officers and personnel of the International Union shall be bonded by a responsible corporate surety in such amount as may be required by law. The premium on all such bonds as may be required shall be paid by the International Union.

**Section 14.** The expenses referred to in this Article may be increased during the term of any officer if such increases are determined to be necessary and proper by the International Executive Board.

## ARTICLE VIII

### Duties of Officers

**Section 1.** All International Representatives shall make quarterly reports to the International President; appropriate reports shall be published in the official journal of the International Union.

The International Executive Board shall have the authority, if in its discretion, it believes that the assertion of such authority is in the best interest of the International Union, to review, modify or revoke any action taken by any International Officer pursuant to the authority granted by Article VIII of this Constitution.

**Section 2.** The **International President** shall have the following duties:

a. Preside at the Conventions and conduct them in conformity with the Constitution and the By-Laws;

b. Act to the best of his/her ability in furthering the interests of this International Union and its members;

c. Be Representative-in-Chief with the power to interpret and enforce the International Constitution and By-Laws and have general

supervision over any and all matters involving the administration of the International Union;

d. Appoint and determine salaries and expenses for Assistants to the President, Organizers, newly appointed International Representatives and other non-elected positions;

e. Be chairman of the International Executive Board and call sessions of the International Executive Board at such times as he/she deems it necessary, designating the time and the place. He/She shall also call such sessions upon the written request of any seven (7) International Vice Presidents, which request shall state the purpose for calling such session. In calling such session he/she shall designate the place and set the date and time. The date of the session shall be in the second calendar month following the date of the request;

f. Be authorized to organize the workers in our crafts. Whenever any project is undertaken in an area, which in his/her judgment is not adequately policed, he/she may transfer territory between Local Unions and establish new Local Unions. He/She may expend such money out of the General Fund as he/she deems necessary to accomplish such actions;

g. Have the emergency power to impose a trusteeship upon any Local Union or subordinate body for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures or otherwise carrying out the legitimate objects of such Local Union or subordinate body.

He/She shall further have the power to appoint a trustee, to remove or substitute a trustee until such time that the International Executive Board shall take final action. Such appointed trustee shall act subject to the International President's direction and control and direct the affairs of such Local Union or subordinate body.

In the event the International President shall deem it necessary to impose a trusteeship, he/she shall follow the procedure as set forth in Article X of the By-Laws of the International Union;

h. May place a Local Union under supervision and appoint and designate an International Vice President or International Representa-



tive in good standing, who shall act on the President's behalf, to monitor, oversee, observe, advise and/or instruct any subordinate body of the International Union including, but not limited to, the right to attend meetings, interview members, review records and observe the administration and operation of such subordinate body;

i. Appoint committees as he/she may deem necessary, in such a manner and form as he/she desires, unless otherwise provided for herein. Trustee appointments to the National Roofing Industry Pension Fund Board of Trustees shall be subject to the approval of the International Executive Board;

j. Perform such other duties as may be imposed upon him/her by this Constitution and the By-Laws;

k. Have the power, with the advice and consent of the International Executive Board, to merge a Local Union with another Local Union; provided that he/she shall have emergency power, with the prior approval of a committee appointed by the International President, whose duty it shall be to investigate and report its findings, to merge such a Local Union without the advice and consent of the International Executive Board, for the purpose of correcting corruption or financial malpractice, or assuring the performance of collective bargaining agreements or other duties of a bargaining representative, or restoring democratic procedures, or otherwise carrying out the legitimate objects of a Local Union.

In the event there shall be a protest to the conduct of the International President in directing such merger, the merger shall nevertheless proceed and the protest shall be heard by the International Executive Board, which may approve the action of the President or take such further action as it deems appropriate in the circumstances; and

l. Have the power to examine the books and records of any Local Union or District Council. He/She may appoint independent accountants whenever necessary.

**Section 3.** The **International Vice Presidents** shall assist the International President in the performance of his/her duties and succeed him/her in their numerical order in the event of his/her absence.

They shall perform such duties as may be imposed upon them by the Constitution and the By-Laws and be subject to the orders of the International President and the International Executive Board.

**Section 4.** The **International Secretary-Treasurer** shall have the following duties:

a. Keep an accurate accounting of all money transactions, and install and maintain, in this International Union and its Local Unions, a uniform system of accounts and receipts;

b. Write all correspondence for and maintain the file records of this International Union;

c. Along with the International President, sign and issue all charters;

d. Be the custodian of all property and assets, including the seal, belonging to the International Union, and maintain its bank accounts only in the full name of this International Union, subject to withdrawal as authorized under his/her name or under the name of the International President in his/her official capacity;

e. Publish and distribute a publication to the membership;

f. Maintain full and complete records of members expelled and fines pending against active and expelled members;

g. Arrange an audit of the financial statements of the International Union, to be made by a certified public accountant, at the end of each fiscal year; the fiscal year shall be from July 1 to June 30. The audit report shall be submitted at the next session of the International Executive Board following its completion; and

h. Perform such other duties as may be imposed upon him/her by this Constitution and the By-Laws.

**Section 5.** The **International Executive Board** shall have the following duties:

a. Negotiate all treaties between this and all other crafts;

b. Adjust all disputes that may arise between its Local Unions or between this International Union and its Local Unions. The decision of the International Executive Board shall be final and binding, unless any of the parties to such differences and disputes shall file an appeal at the next Convention, which appeal shall be handled in the manner

provided for appeals to the Convention in Article IX, Section 2 of this Constitution;

c. Fill all vacancies not otherwise provided for;

d. Review, when requested, decisions of any Local Union, with power to affirm or reverse in the manner and under the conditions set forth in Article IX of this Constitution;

e. Bring, hear and decide charges against any Local Union, District Council or member, and in such event, it shall sit as a trial board charged with the duty of conducting a fair and impartial trial in the manner and under the conditions set forth in Article IX of this Constitution;

f. Perform all other duties imposed upon it by this Constitution and the By-Laws. Between Conventions, it shall have the authority to make such laws and rules as may be needed in the interest of and for the benefit of this International Union and its membership, on issues not defined in this Constitution and By-Laws, provided that such laws and rules are approved by the International President and are published to the affiliates and members; and further provided that the express provisions of this Constitution and By-Laws may not be replaced or changed unless mandated by law or done so in accordance with Article XIII of this International Constitution;

g. Make such recommendations as it deems essential to the welfare of this International Union, which recommendations shall be presented by the International Secretary-Treasurer, in the name of the International Executive Board, to the next Convention to be acted upon by the Delegates thereto in the same manner as resolutions presented to the Convention;

h. Supervise the facilities being provided and the arrangements being made by the International Union in the city in which the International Convention is held, and may delegate any of these duties and powers to one or more of the International Officers;

i. Upon the call of the International President, the International Executive Board shall have the authority to conduct its business by other forms of communication; provided that such action is approved and ratified at the next regular International Executive Board meeting; and

j. Shall permit the International Representatives to attend sessions of the International Executive Board and shall be given a voice at such sessions, but shall have no vote.

**Section 6.** The International Officers and all officers and members shall at all times direct their activities for the protection of that work over which this International Union has jurisdiction, and to the restoration of any work which historically or traditionally has been performed by our Local Unions and their members.

## ARTICLE IX

### **Charges, Trials, and Appeals**

**Section 1.** Whenever charges are filed against any member or officer, which charges are to be heard by the Local Union trial board, the charges shall be filed in writing with the Secretary of the Local Union, and a copy shall immediately be filed with the International Secretary-Treasurer. If the charges are to be heard by the International Executive Board, the charges shall be filed with the International Secretary-Treasurer. The charges must specify the matter of the offense as well as the Constitutional and/or By-Law provisions of which he/she is accused of violating.

a. The Local Union shall appoint a trial board to hear the charges. No interested party shall sit as a member of any trial board. No member or officer shall be tried unless he/she is served by the Secretary of the Local Union or the International Secretary-Treasurer, personally or by certified mail, with a written copy of such charges. The accused shall stand trial at the time and place designated, which shall not be less than ten (10) days from the date the charges are served upon the accused. The accused may appear in person, and with witnesses and exhibits, to answer the charges. He/She may select a member of an affiliated Local Union to represent him/her in the presentation of his/her defense. If the charges or any portion thereof are sustained, the trial board shall render judgment and impose disciplinary action as provided for in this Constitution and immediately notify the accused of the decision. The decision of the trial board

shall include the specific and detailed reasons for which he/she was found guilty as well as the specific Constitutional and/or By-Law provisions of which he/she is found guilty of violating.

If the charges are not sustained, they shall be dismissed and the accused restored to full rights in the Local Union or in this International Union. The Secretary of the Local Union shall notify the International Secretary-Treasurer of the disposition of charges filed against any member or officer immediately following the hearing on said charges.

If the Secretary of the Local Union fails to notify the International Secretary-Treasurer of the status or disposition of the charges within ninety (90) days after the filing of the charges, the International Office may disregard such charges and the accused member shall not be refused a transfer card, a withdrawal card or re-initiation by reason of the filing of such charges or the disposition thereof.

b. Upon the filing of charges, if they are of such magnitude and seriousness as to jeopardize the interests of the Local Union and/or this International Union, the International President may, in his/her discretion, immediately suspend such member or officer until a decision has been rendered in the case.

c. Whenever service is to be made upon an accused by certified mail, it shall be sufficient if said certified mail is addressed to the accused at his/her last known address. It shall not be a defense to the finality of any action taken or decision rendered that said certified mail was refused by the accused or that he/she had moved from his/her last known address.

**Section 2.** In the event disciplinary action is taken against the accused, he/she may take an appeal from the decision of the Local Union trial board to the International Executive Board. Appeals from the International Executive Board shall be taken to the next Convention. Such appeals shall be taken, in the manner hereinafter prescribed, within thirty (30) days from the date of service either personally or by certified mail upon the accused.

The appellant shall submit a written notice of appeal to the International Secretary-Treasurer by mail or email. No specific form or for-

mality is required, except that an appeal is being taken from the particular decision rendered in the particular case and it shall include a statement of the facts and the decision of the trial board. Pending the final disposition of any appeal, the decision shall remain in full force and effect.

Where the appeal is from a decision imposing a monetary fine or monetary penalty, the appellant shall deposit the amount of such fine or penalty or \$250.00, whichever is less, with the International Secretary-Treasurer pending the disposition of the appeal, and during such time, he/she shall be deemed to be restored to full membership. If the decision of the appellate body is adverse to the appellant and such decision becomes final, the International Secretary-Treasurer shall remit the deposit to the Local Union entitled to same; if favorable to the appellant, the deposit shall be returned to him/her.

Appeals shall be heard either on the record made before the trial board or by a new trial in the discretion of the appellate body. The date when an appeal will be heard shall be fixed by the appellate body; notice of said date shall be served personally, or by certified mail, or by email, to the trial board and to the interested parties. The parties may, in the discretion of the appellate body, be offered the right to appear and present arguments and such additional evidence as the appellate body may request. If the parties accept the offer to appear before the appellate body, the parties must notify the International Secretary-Treasurer with all name(s) of interested parties to appear and must submit all evidence no later than the thirtieth (30th) day prior to the hearing date.

Decisions on appeals shall be rendered in writing as promptly as possible. A copy of the decision shall be served on all interested parties and the trial board personally, or by certified mail, or by email. The reason for reaching such decision shall be explained in the decision of the appellate body.

In the event any interested party shall fail to appear, the appellate body shall proceed to hear the appeal on the record submitted before the trial board.

Whenever an appeal is taken, it shall be the duty of the Chairman of the trial board to send all the records in the case to the International Secretary-Treasurer, who shall hold and provide said records to the appellate body.

**Section 3.** Whenever charges are filed against a member of a sister Local Union, the Secretary of the Local Union in which the charges were filed, in addition to serving a copy of the charges on the accused and filing one copy with the International Secretary-Treasurer, as provided in this Article, shall also serve one copy by certified mail upon the Local Union in which the accused is a member. The procedures contained in Section 1 of this Article that are not inconsistent with this Section shall be applied. The Secretary of the Local Union in which the charges were filed shall serve, by certified mail, upon that sister Local Union, a copy of the decision within ninety (90) days after the date of the trial board decision. Upon being notified of the decision, the Local Union in which the accused is a member shall take all steps necessary to enforce the decision against the accused; if the Local Union fails to do so, the matter shall be brought to the attention of the International Executive Board by any interested party and the International Executive Board shall take such actions as it deems appropriate.

**Section 4.** Whenever charges are filed against a Local Union or District Council, such charges shall be filed in writing with the International Secretary-Treasurer. A copy of the charges shall be served personally or by certified mail by the International Secretary-Treasurer upon the Secretary of the accused. The procedures contained in Section 1 of this Article, that are not inconsistent with this Section, shall be applied. The charges shall be heard by a trial board appointed by the International President.

The accused shall stand trial and submit their defense at the time and place designated, which shall not be less than thirty (30) days from the date the charges are served upon the accused.

The International Secretary-Treasurer shall notify the accused in writing of the disposition of the charges immediately following the hearing on said charges.

Appeals from the decision of the International Executive Board sitting as a trial board, shall be taken by the Local Union or the District Council to the Convention.

**Section 5.** Whenever charges are filed against an International Officer or International Representative, such charges shall be filed in writing with the International Secretary-Treasurer, who shall serve the accused, either personally or by certified mail, with a copy of said charges and a notice of the time and place for the hearing of such charges, which time shall be not less than thirty (30) days from the date of service upon the accused International Officer or International Representative. The International President shall appoint a trial board; the trial board shall hear the charges at such time and place as it shall fix. Whenever the International President shall be charged, the International Secretary-Treasurer shall appoint a trial board. An interested party in such situation shall not sit as a member of the trial board while such proceedings are being determined. The procedures contained in Section 1 of this Article that are not inconsistent with this Section shall be applied. The International Secretary-Treasurer shall notify the accused of the disposition of the charges immediately following the hearing on said charges.

Appeals from the decision of the trial board in the preceding paragraph shall be taken to the Convention.

**Section 6.** The International Executive Board shall have original jurisdiction to try members, Local Unions, District Councils or International Officers and International Representatives for all offenses committed against the International Union or against its officers or Local Unions. Appeals from decisions of the International Executive Board shall be taken to the next Convention.

In all other cases, including cases in which a Local Union has filed charges against a member of any affiliated Local Union for an offense committed against that Local Union within the limits of its territorial jurisdiction, a Local Union shall have original jurisdiction to try those members or officers for any violations of its Constitution and By-Laws.



**Section 7.** The basis for charges against members, Local Unions, District Councils or International Officers or International Representatives, for which he/she or it shall stand trial shall, among other things, consist of the following:

(1) Violation of any specific provision of this Constitution and By-Laws.

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

(3) Violation of the oath of office.

(4) Gross disloyalty or conduct unbecoming a member.

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

(6) Misappropriation.

(7) Secession or fostering secession.

(8) The wrongful taking or retention of any books, papers or any other property belonging to the International Union, the Local Unions or District Councils.

(9) Abuse of fellow members and officers by written or oral communication.

(10) Abuse of fellow members or officers at the work place, all Union owned, leased or rented properties and Union affiliated training centers.

(11) Activities which tend to bring the Local Unions or the International Union into disrepute.

(12) The mutilation, alteration, erasure, destruction or injury to any books, bills, receipts, vouchers or other property of the International Union, Local Unions or District Councils, except in the manner which may be provided for in this Constitution and By-Laws.

(13) If any member knowingly works for or remains in the employment of a non-signatory employer or an employer whose employees are on strike or locked out, unless he/she has the permission of the Local Union or International Union.

(14) If any member knowingly gives or attempts to give, directly or indirectly, any information to any employer who is on an unfair list or

whose employees are on strike or locked out or whose employees are trying to secure an agreement or improvement in their working conditions, for the purpose of assisting such employer or for any gain or promise of gain.

(15) Such other acts and conduct which shall be inconsistent with the duties, obligations and fealty of a member of a trade union and for violation of sound trade union principles.

**Section 8.** Decisions and penalties may consist of reprimands, fines, suspension, expulsion, revocations or commands to do or perform, or refrain from doing or performing specified acts. If the penalty is by way of fine, then the same must be paid to the Treasurer of the Local Union if it is the Local Union Executive Board which is conducting the hearing or to the International Secretary-Treasurer if the fine is assessed where the International Executive Board has original jurisdiction. In those cases in which a fine has been imposed by a Local Union against a member of an affiliated Local Union, the fine shall be divided equally between the Local Union imposing the fine and the Local Union collecting the fine.

In the event of non-compliance with the decision and no further appeal is taken or allowed, the accused shall stand suspended of all privileges until the decision has been complied with; if, however, the decision carries with it an order of expulsion and no appeal is taken or allowed, such order shall immediately become effective.

In the event charges have been filed against a member, and if found guilty after due process, and if a surety has been called upon and has made good a loss to a Local Union, District Council or to the International Union due to malfeasance, misfeasance or nonfeasance, such member, if an officer, shall be immediately removed from office and shall not be eligible to hold office, either elective or appointive, in any Local Union, District Council or in the International Union.

**Section 9.** If charges are filed against members or officers of Local Unions and such charges are not ultimately sustained and if the trial board or appellate body is convinced that the charges were not brought in good faith or were motivated by malice, the trial board or

the appellate board may impose such penalty or remedy after due process as in its judgment is deemed proper, including the cost incurred in convening the hearing and transporting the panel members.

**Section 10.** Every accused, against whom charges have been filed and disciplinary action taken, shall be obliged to exhaust all the procedures and remedies provided for herein before resorting to any other court or tribunal. Every member alleging a breach or violation of any term of this Constitution or By-Laws shall exhaust all procedures and/or remedies provided for and available herein and the decision of the appropriate intra-union tribunal shall be final and binding.

**Section 11.** The International President may, in his/her discretion, assign International Vice Presidents, but not to exceed three, to hear appeals or to take testimony when charges have been filed against an accused over which charges the International Executive Board has original jurisdiction. The panel or individual shall set the cause for hearing at a time and place in the manner provided in this Article, and shall transcribe the testimony offered. The decision of the panel or individual so designated shall be the decision of the International Executive Board.

The panel may assess the losing party for the costs of any proceeding convened under this Section. Costs may include expenses necessarily incurred in convening the hearing and transporting board or panel members.

**Section 12.** The Codes of Ethical Practice adopted by the A.F.L.-C.I.O. Executive Council are hereby adopted and made a part hereof in all respects for and on behalf of the United Union of Roofers, Waterproofers and Allied Workers, its International Executive Board, its officers and representatives and all subordinate and constituent bodies thereof as a measure of proper trade union practices and conduct.

The International Officers, International Representatives, Local Unions, District Councils and their respective officers and representatives shall give effect to and enforce said Codes of Ethical Practice

and a failure to comply therewith shall be considered a breach of conduct subject to the penalties and procedures provided by this Constitution and By-Laws.

## ARTICLE X

### Local Unions

**Section 1.** Where five (5) or more roofers, waterproofers or allied workers located in any one city, town or locality shall have declared their intentions to amalgamate their individual efforts into one collective undertaking for the betterment of their working conditions in that particular city, town or locality, they shall apply for a charter and upon the application being accepted, shall be admitted to this International Union as a Local Union and their charter numbered in the order of their affiliation.

**Section 2.** Upon being granted a charter, each Local Union shall adopt a Constitution and By-Laws, which shall conform with this Constitution and By-Laws, and forward a copy to the International Secretary-Treasurer. It shall also deliver to the International Secretary-Treasurer a copy whenever such Local Constitution and By-Laws are amended in any way.

The Constitution and By-Laws of a Local Union or District Council shall not contravene any of the provisions of this Constitution and By-Laws.

**Section 3.** The International President, together with the International Secretary-Treasurer, may grant or revoke Charters when deemed necessary or advisable.

**Section 4.** No Local Union may dissolve while there are dissenting members.

**Section 5.** The withdrawal or secession of any members, individually or jointly, shall in no way affect the right or title of the Local Union or this International Union to the property or money of such Local Union. In the event a Local Union charter is revoked, or a Local Union is dissolved, for whatever reason, all assets, property, funds, books and records relating to the Local Union shall, without

further proceedings, become the property of this International Union.

## ARTICLE XI

### District Councils

**Section 1.** Seventy-five percent (75%) or more of the Local Unions located in a state or contiguous area may form a District Council, subject to the approval of the International Executive Board. Such District Councils shall receive a charter and name upon the filing of an application with the International Secretary-Treasurer.

**Section 2.** Such District Councils shall function to promote the welfare of the members, Local Unions and of this International Union and shall have such further duties as may be imposed upon them from time to time by this Constitution and the By-Laws or by the Constitution and By-Laws of such District Councils.

**Section 3.** It shall be obligatory of each Local Union to affiliate itself with the Council in whose district it is located or as directed by the International President.

**Section 4.** Each District Council shall deposit a copy of its Constitution and By-Laws with the International Secretary-Treasurer. It shall also deliver to the International Secretary-Treasurer a copy whenever such Constitution and By-Laws are amended in any way.

**Section 5.** Each District Council must institute and maintain annual audits of its financial statements. Such audits must be reported to the International Secretary-Treasurer within thirty (30) days following the end of each year in a format acceptable by the International Union.

**Section 6.** If, in the opinion of the International President, it would be preferable to have meetings of more than one District Council combined into a regional meeting, or to divide any District Council or District Councils into Sub-Councils for the purpose of meetings, the International President may so direct and such meetings shall satisfy the requirements of this section.

## ARTICLE XII

### **Property Rights, Income and Expenditures**

**Section 1.** Membership in this International Union shall not vest any member with any right, title or interest in or to the funds, property or other assets of this International Union or any Local Union or District Council, whether now owned or possessed or whether hereafter acquired, and each member hereby expressly waives any right, title or interest in or to the funds, property or other assets of this International Union or any Local Union or District Council.

**Section 2.** In the event of the expulsion, suspension or attempted secession or mass resignation of any Local Union or District Council, title to the property, funds and all other assets of such Local Union or District Council, however vested, shall be in the International Union for the use and benefit of the membership. In the event of the dissolution of any Local Union or District Council, title to the property, funds and all other assets of such Local Union or District Council shall be in the International Union, to be used by it in the furtherance of the purpose of this International Union. In no event shall any members have any severable proprietary right, title or interest therein. These provisions shall also apply to any property, funds and/or assets affected in preparation for, or anticipation of acts or attempted acts described above; and any effort to alter or affect the right, title or interest to or in such property, funds or assets in connection with or related to any such acts or attempted acts shall be void and of no effect.

**Section 3.** The income of this International Union, and of its Local Unions and District Councils, shall be derived from fees, charges and obligations of all kinds including, but not limited to, initiation fees, re-enrollment fees, fair share fees, agency fees and dues, assessments, fines and penalties in such an amount as may be determined from time to time.

**Section 4.** The funds of this International Union shall be used in defraying its necessary expenses and purposes which may include, but are not limited to, burial benefits to be paid to members of this International Union.

## ARTICLE XIII

### **Amendments - Adoption**

**Section 1.** This Constitution may be amended at any time by a two-thirds vote of the delegates present at any Convention; provided that the amendment submitted for adoption shall indicate whether it is amending, altering or changing any section of this Constitution and shall specifically refer to said section or whether it is to be an addition to this Constitution.

# BY-LAWS

## ARTICLE I

### Duties of the International Union

**Section 1.** The International Union shall furnish each Local Union with a Charter of Affiliation, an individual Certificate of Membership for each member in the Local Union at the time of affiliation, International Union Transfer Cards, Official Receipt Books and International Union Constitution and By-Laws for each member, which shall be used or distributed only by official representatives.

**Section 2.** The International Union shall provide suitable letterhead, envelopes, record books, application blanks, and other paraphernalia for the purpose of properly conducting the business of the Local Unions and sell the same to the Local Unions. When such letterhead, envelopes, record books, application blanks, and other paraphernalia are made available by the International Union, such items may be purchased from the International Union. But, all such letterhead, envelopes, record books, application blanks and other documents and paraphernalia, including, but not limited to, charter of affiliation, certificates of membership, transfer cards, official receipt books, International Union Constitution and By-Laws and Convention Reports, even though they may be in the possession or custody of official representatives or members of the International Union, shall be and remain, at all times, the property of the International Union at such time as any official representative or member may cease to be such official representative or member. The International Secretary-Treasurer shall also issue a uniform clearance card to all Local Unions.

**Section 3.** Whenever a Local Union charter is requested, the International Union shall investigate the objection of any Local Union situated at or near such locality. If such Local Union protests the issuance of a charter, such Local Union must prove satisfactorily that it was granted jurisdiction in such locality and that it is actually and effectively administering and/or policing the jurisdiction in such area. Upon receipt of such objections, the International President and the



International Secretary-Treasurer shall make an investigation thereof and shall determine whether or not a charter shall be issued. If the International President and International Secretary-Treasurer determine that a charter shall be granted, such charter shall be issued and the protesting Local Union may file an appeal from such determination to the International Executive Board, which shall then act upon such appeal in the regular course of its business and notify the parties in writing of its decision. An appeal of the decision of the International Executive Board shall be taken to the Convention.

**Section 4.** Any proposal to merge or amalgamate the International Union with any other labor organization shall not be effective unless it shall be approved by a majority vote of the delegates at a regularly scheduled Convention or at a special Convention called by the International Executive Board to consider such proposal. In the event it shall call such a special Convention, the International Executive Board shall fix the date and site and shall adopt such other rules as it may deem necessary, consistent with the provisions of Article V of the International Constitution, for the call and the conduct of such special Convention.

**Section 5.** The International Union shall, at its earliest possible date, furnish upon request, to all affiliated Local Unions and District Councils, a copy of all jurisdictional awards affecting its affiliated groups and the territorial jurisdiction of the affiliated groups by counties and/or its boundaries on file in the International Office.

## ARTICLE II

### **Duties of the Local Union**

**Section 1.** Each Local Union shall deposit with the International Secretary-Treasurer the application-identification blank of each prospective member. It shall also deposit a copy of its Constitution and By-Laws, and a copy of its most current negotiated signed collective bargaining agreement(s). It shall also deliver to the International Secretary-Treasurer a copy of such documents whenever they are amended, changed or altered in any way. Any provision in any Local

Union or District Council Constitution or By-Laws shall be void if it is in conflict with the Constitution and By-Laws of this International Union.

a. The Local Union shall furnish each new member with one copy of the International Constitution and By-Laws, which will be furnished free of charge by the International Union. Upon the adoption of the proposed International Constitution and these By-Laws, a copy thereof shall be sent free of charge to each member of the International Union and thereafter any amendments thereof shall be sent free of charge to all members.

**Section 2.** Each Local Union shall require any of its members working in any other territorial jurisdiction, whose total wage and fringe benefits are higher, to demand and receive the higher wage and fringe benefits. Each Local Union shall negotiate a collective bargaining clause stating that signatory employers who work in such other territorial jurisdictions shall contribute to the fringe benefit funds maintained by the employees' home Local Union.

If a contractor has been paying into the benefit funds of an employee's home Local Union, the contractor shall not be obligated to pay into another fund, unless after paying the higher wages to his/her employees and paying all contributions into all of the benefit funds of the employee's home Local Union, the total wage package is still below that of the territory where the work is being performed, in which case the employer shall be obligated to pay the difference into whatever fringe benefit funds are provided for in the collective bargaining agreement in the territory where the work is being performed.

**Section 3.** In conformity with the requirements of the American Federation of Labor and Congress of Industrial Organizations and the North America's Building Trades Unions, with which this International Union is affiliated, it shall be obligatory for each Local Union to affiliate itself with the local and state labor bodies of both organizations.

**Section 4.** In the case of a strike, the Secretary of the Local Union in that locality shall notify the International President or Interna-

tional Secretary-Treasurer; provided that no prior approval or subsequent ratification shall be required from the International President or International Secretary-Treasurer. The procedures for strike authorization shall be described in a Local Union's Constitution and/or By-Laws and, unless exempted by the International President, shall provide for strike authorization through a secret ballot vote by at least 51% of the active members covered by the involved contract, provided that the described minimum shall not be applicable if a strike vote is by mail referendum, in which event the majority shall be of ballots returned. Only eligible members actively working or available for work in the trade can vote on a strike authorization.

**Section 5.** Effective January 1, 2024, Local Unions shall bargain for a contribution of no less than nine cents (\$.09) per hour in all collective bargaining agreements with signatory employers to the Roofers and Waterproofers Research and Education Joint Trust Fund for each hour worked by all bargaining unit employees.

**Section 6.** An appeal for financial aid from a Local Union to other Local Unions must first be approved by the International President.

**Section 7.** A Local Union may apply/impose a 50/50 ratio when working in the territory of another affiliated Local Union. But, if the job employs an odd number of workers, the odd worker shall be employed by the contractor who was awarded that job, and when only one worker is required, the 50/50 ratio shall not apply.

**Section 8.** Effective January 1, 2011, a member shall not be eligible to be a Local Union Officer unless he/she has been a member in continuous good standing of the Local Union and paying full dues and per capita tax for a minimum of two (2) years prior to nomination.

**Section 9.** Local Union officers shall be elected and serve for a period of three years.

**Section 10.** Effective February 1, 2019, all newly elected Local Union principal officers shall be required to complete Leadership Training as prescribed by the International Union.

**Section 11.** Any member reaching age sixty (60), and who retires from the trades with twenty (20) years or more in continuous good standing may, upon proper application to the International Secretary-

Treasurer, be placed in superannuated status and shall thereafter be required to pay only one-half of the usual per capita tax. For the purpose of superannuation, retirement is defined as total withdrawal from active employment within the trade.

Any member in continuous good standing for a period of twenty (20) years or more and suffering a disability which, in the opinion of a competent physician, disqualifies the member from satisfactorily performing his/her work may, upon proper application to the International Secretary-Treasurer and after verification by the Local Union and the International Secretary-Treasurer, be placed in superannuated status and shall thereafter be required to pay only one-half of the usual per capita tax.

Any member in continuous good standing for a period of ten (10) years or more, and if found to be totally and permanently disabled by the U.S. Social Security Administration, shall be granted superannuated status and shall thereafter be required to pay only one-half of the usual per capita tax.

A member against whom any charges are pending, or who has an outstanding fine or other penalty, shall not be entitled to superannuated status until all issues are resolved without adversely affecting good standing. Nothing contained herein shall be construed to deprive any member of any rights guaranteed to him/her by law.

**Section 12.** No temporary permits shall be issued. Applicants for membership paying their initiation or administrative fees in full or on the installment basis as provided in this Article shall be issued an appropriate receipt. Any person working under a subordinate body contract or performing work claimed by a subordinate body shall be financially obligated as an applicant for membership.

a. When an applicant is unable to pay his/her fee in full and desires to make payments on account thereof, the amount to be paid shall be not less than five dollars (\$5.00) per day or such other amount as may be determined necessary by the International President to assist in effectively organizing or protecting the jurisdiction of this International Union. Payments made by the applicant during this period shall be applied towards the applicant's fee.

b. When the applicant's initiation fee has been paid in full, the identification blank of the applicant shall be forwarded to the International Secretary-Treasurer for enrollment. When an applicant is paying the initiation fee on an installment plan, the Local Union shall remit 10 percent of each installment so as to reach the International Secretary-Treasurer not later than the tenth day of the following month.

c. All payments shall be accounted for through the official receipts system.

d. In the event an applicant paying the initiation fee on an installment plan fails to pay said initiation fee in full, the applicant shall not be entitled to recover any portion of the money so paid, either from the Local Union or the International Union.

e. Nothing herein contained shall in any way affect the provisions of Article III, Section 2 of the International By-Laws.

**Section 13.** A member shall be eligible to vote if they are in good standing. In addition to such other provisions relating to or determining eligibility for office, no member shall be eligible to be nominated or run for any office who has been removed from or lost membership in good standing as defined in Article V, Section 10 of the By-Laws.

**Section 14.** Any member who desires to challenge an adverse ruling on his/her eligibility to run for office shall appeal, in writing, to the International President or his/her designee, within forty-eight (48) hours after receipt of the ruling. The International President or his/her designee shall decide such an appeal within seven (7) days after receipt of protest, and issue a written decision.

If any protest or charges are filed concerning the conduct of an election by any member of the Local Union prior to the holding of the election, such protest or charges shall be made in writing, by registered or certified mail or email, to the Local Union Secretary within forty-eight (48) hours of such member's knowledge of the event complained of prior to the election and shall set forth the exact nature and specifications of the protest. Such protest or charges shall be referred immediately by the Secretary to the Local Union Executive Board, which shall decide such protest or charges within five (5)

days after receipt of the protest from the Secretary. The Secretary shall immediately notify such member in writing of the Executive Board's decision and provide the reasons for the decision.

The decision of the Local Union Executive Board shall be appealed, within forty-eight (48) hours from receipt of the Local Union Executive Board's decision, to the International President or his/her designee. The Local Union Secretary shall provide the International President with all the evidence considered by the Local Union Executive Board in reaching its decision. The International President shall decide such an appeal within seven (7) days after receipt of the protest and all the evidence. The decision of the International President shall be in writing and shall be sent to the Local Union Executive Board and the member who filed the protest.

The decision of the International President shall be appealed to the International Executive Board within forty-eight (48) hours from receipt of the International President's decision. The International Executive Board shall decide such an appeal within seven (7) days after receipt of the protest and all the evidence. The decision of the International Executive Board shall be in writing and shall be sent to the Local Union Executive Board and the member who filed the protest. An appeal of the decision of the International Executive Board shall be taken to the Convention.

In the event there shall be any protest or charges by any member of the Local Union concerning the conduct of an election, after the election has been held, such protest or charges shall be made in writing, by registered or certified mail or email, by such member to the Local Union Secretary within forty-eight (48) hours after the final tally of ballots and shall set forth the exact nature and specifications of the protest or charges and such member's claim as to how it has affected the outcome of the election. Such protest or charges shall be referred immediately by the Local Union Secretary to the Local Union Executive Board, which shall decide such protest or charges within five (5) days after receipt thereof. The Local Union Secretary shall immediately notify such member in writing of the Local Union Executive Board's decision and provide the reasons for the decision.

The decision of the Local Union Executive Board shall be appealed within forty-eight (48) hours from the receipt of the decision to the International President or his/her designee. The Local Union Secretary shall provide the International President or his/her designee with all of the evidence considered by the Local Union Executive Board in reaching its decision. The International President shall decide such an appeal within twenty (20) days after receipt of the protest and all the evidence. The decision of the International President shall be in writing and shall be sent to the Local Union Executive Board and the member who filed the protest.

The decision of the International President shall be appealed to the International Executive Board within forty-eight (48) hours from receipt of the International President's decision. The International Executive Board shall decide such an appeal within seven (7) days after receipt of the protest and all the evidence. The decision of the International Executive Board shall be in writing and shall be sent to the Local Union Executive Board and the member who filed the protest. An appeal of the decision of the International Executive Board shall be taken to the Convention.

**Section 15.** Whenever a member shall have had 25 and 50 years of continuous membership in this International Union, there shall be issued to him/her a suitable memento commemorating such length of service, together with a suitable coat lapel pin for 25 and 50 years of service, which shall be made available by the International Union.

In addition, whenever a member shall have had 20 years, 30 years, 35 years, 40 years, and 45 years of continuous membership in the International Union they shall be issued a lapel pin commemorating such lengths of service. For 55 years and each 5 years thereafter in continuous good standing a member shall be issued a suitable memento commemorating such lengths of service. A member against whom any charges are pending or who has an outstanding fine or other penalty shall not be entitled to receive service pins or commemorative mementos until all issues are resolved.

**Section 16.** The International Secretary-Treasurer shall maintain the Roofers Union Liability and Individual Labor Leader Insurance

Program to provide union liability insurance for Local Unions, their officers and staff.

a. Effective July 1, 2019, the International Union and each affiliated Local Union shall be required to purchase Union Liability insurance coverage and offer Individual Labor Leader coverage to its officers and staff. Premiums for Union Liability coverage shall be paid by each entity obtaining such coverage. Premiums for Individual Labor Leader coverage must be paid by the individuals requesting such coverage.

**Section 17.** All Local Unions shall use their best effort to negotiate an appropriate subcontractor clause as approved by the International Union in all collectively bargained agreements.

**Section 18.** All Local Unions shall use their best effort to convert all collective bargaining agreements to Section 9(a) status under the National Labor Relations Act (NLRA).

## ARTICLE III

### Duties of the Members

**Section 1.** Every member shall be governed by and abide by the provisions of this Constitution and By-Laws and by the Constitution and By-Laws of their Local Union.

**Section 2.** A member of a Local Union shall not be required to transfer into a Local Union when he/she is sent into that Local Union's territory on a specific job by his/her employer. In that event, such member may be required to pay to the Local Union into whose territory he/she has been sent service dues as provided in this Article, and such Local Union, if it requires such payment, shall thereupon issue to such member appropriate receipts for the period of time he/she is working in the territory of that Local Union.

a. The service dues shall be in lieu of any regular dues and assessments and shall amount to two dollars (\$2.00) per day during the period of time such member is working in the territorial jurisdiction of such sister Local Union.

b. Such service dues, as provided in this Article shall be for the purpose of defraying the additional administrative costs incurred by a



Local Union in providing services to members of a sister Local Union working within the territory of such Local Union. Failure on the part of a member working in the territory of a sister Local Union to pay such service dues shall subject him/her to charges for violation of these provisions; provided that such failure shall not be used as the basis for adversely affecting the employment rights of a member.

**Section 3.** Members sent by their employers from the jurisdiction of one Local Union into the jurisdiction of another Local Union shall immediately report to the Secretary, Business Representative or President of the Local Union in whose jurisdiction they are located before starting to work. Said members shall receive from their employers at least the established wage scale of the Local Union of which they are members and in no case less than the established wage scale of the Local Union in whose jurisdiction they are employed and shall otherwise comply with the established working rules and conditions of the Local Union in whose jurisdiction they are located and said members shall not be required to transfer their membership to the Local Union in whose jurisdiction they are temporarily employed.

**Section 4.** Nothing contained in this Article shall be construed to limit the duties of any individual member under any other Article or Section contained in the Constitution or in the By-Laws of this International Union and he/she shall be bound by all other provisions which apply to him/her.

**Section 5.** Clearance cards shall be issued by the proper officers of a Local Union to a member when such member is sent to work in the territory of another Local Union.

**Section 6.** The Professional Code of Conduct and Standards of Mutual Responsibility adopted or revised by the International Executive Board are hereby adopted and made a part hereof for and on behalf of all members of the United Union of Roofers, Waterproofers and Allied Workers, as a measure of proper trade union practices and conduct.

**Section 7.** The Statement of Personal and Professional Standards of Conduct adopted or revised by the International Executive Board are hereby adopted and made part hereof in all respects for and on

behalf of all International, Local Union and District Council Officers and Executive Board Members of the United Union of Roofers, Waterproofers and Allied Workers.

## ARTICLE IV

### **Burial Benefit Clause**

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

For the purpose of carrying out the provisions of the Burial Benefit Plan, a Burial Benefit Fund is established, which shall be maintained by the International Secretary-Treasurer as a separate account. The International Secretary-Treasurer shall credit to such account the funds in his/her control and possession properly chargeable to the Burial Benefit Fund. In addition, the International Secretary-Treasurer shall credit to said fund and deposit therein:

a. Effective July 1, 2014, the sum of \$2.90 per month shall be paid by each member for Burial Benefit Tax.

Effective July 1, 1989, each member placed on superannuated status shall thereafter pay only one-half of the usual Burial Benefit Tax.

The International Secretary-Treasurer shall not credit any additional funds into the Burial Benefit Fund unless instructed to do so by Convention action.

The International Secretary-Treasurer shall make a full and complete report on the status of the Burial Benefit Fund to each Convention.

**Section 2.** To be eligible for burial benefits, a member must be in continuous good standing. To be a member in good standing, all dues and other outstanding obligations of such member must be paid on or before the last day of the third month after the due date. Any mem-

ber who has not paid such dues or obligations in the manner set forth above is not a member in good standing.

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

In the event a member elects to pay his/her dues or other outstanding obligations by mail, the effective date of such payment shall be the first business day on which it is received by the Local Union.

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

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

a. To a member in continuous good standing for more than six full months, but not to exceed twelve full months, the sum of One Thousand Two Hundred Dollars (\$1,200.00).

b. To a member in continuous good standing for more than twelve months, but not to exceed eighteen full months, the sum of One Thousand Eight Hundred Dollars (\$1,800.00).

c. To a member in continuous good standing for more than eighteen full months, but not to exceed twenty-four full months, the sum of Two Thousand Four Hundred Dollars (\$2,400.00).

d. To a member in continuous good standing for more than twenty-four full months, but not to exceed thirty-six full months, the sum of Three Thousand Dollars (\$3,000.00).

e. To a member in continuous good standing for more than thirty-six full months, but not to exceed sixty full months, the sum of Four Thousand Five Hundred Dollars (\$4,500.00).

f. Effective January 1, 2024, to a member in continuous good standing for more than sixty full months, the sum of Six Thousand Dollars (\$6,000.00).

**Section 4.** A member who has been removed from the membership rolls for non-payment of dues, and who within three months after the date of such removal pays an amount equal to all of his/her unpaid dues plus the re-enrollment fee required of him/her, shall become a member in good standing on the date of such re-enrollment as though he/she had never been removed from the membership roll. If the member fails to re-enroll within said period, but is then initiated again as a new member, he/she shall not acquire any rights because of his/her previous membership as a result of becoming a new member.

**Section 5.** These burial benefits are for the sole purpose of providing a suitable and decent burial for the members and they are not to be construed to be the benefits due under an insurance policy or insurance plan. It is the duty of the International Secretary-Treasurer to consider applications for a burial benefit and to see that the funeral expenses are paid solely with the Burial Benefit Fund. Any money remaining after the payment of such funeral expenses shall be disposed of under the provisions of Section 7 of this Article.

**Section 6.** If the funeral director's bill for services has not been paid, the burial benefits will be made payable to the funeral director.

A certified copy of the death certificate, a copy of the funeral director's bill and a copy of the last dues receipt shall be presented with the claim for a burial benefit. An applicant for a burial benefit shall provide, upon request by the International Secretary-Treasurer, any documents or information necessary to process their application.

If the funeral director's bill for services has been paid and a receipted copy of the bill is produced, or if an employer is obligated by statute or contract to pay for such burial, the burial benefits will be made payable in the manner set forth in Section 7 of this Article.

**Section 7.** This burial benefit shall first be paid to the person or persons who paid the funeral director's bill, in the amount of the bill only. Where the deceased member has no next of kin to arrange for the member's funeral, the Local Union shall arrange for a funeral to be paid for by the International Secretary-Treasurer, to the extent

that burial benefits are available; any balance remaining unexpended shall be remitted to the Local Union of which the deceased was a member.

Where the deceased member has next of kin, any money remaining after the funeral director's bill has been paid shall be paid to the next of kin of the deceased in the following order:

1. To the spouse of the deceased.
2. To the child or children of the deceased.
3. To the parents of the deceased.
4. To the brothers and sisters of the deceased.
5. To the estate of the deceased.

In any case where a dispute arises as to whom is entitled to the benefit, payment of the benefit as provided above fully releases this International Union of its obligations under this Article and any such payment fully discharges and releases this International Union and all of its officers and members, past, present and future, of and from any further liability to pay again even though and in the event an error in payment has been made.

**Section 8.** A claim for burial benefits shall be barred unless such claim is filed within one year from the date of the member's death.

**Section 9.** The acceptance of delinquent dues from a member's representative or next of kin when that member is not in good standing at the time of his/her death shall not be construed as a waiver of the provisions contained in this Article and shall not entitle anyone to these burial benefits.

**Section 10.** No lapse of time or unexplained disappearance of a member without actual proof of the death of such member shall entitle his/her estate or next of kin to the burial benefit payments provided in this Article. Such benefits shall be paid only where there is positive proof of death. This provision shall not apply to any member who was in the armed forces of the United States and whose death was reported by the Secretary of Defense.

**Section 11.** The International Secretary-Treasurer shall deduct, from any Burial Benefit payments made to a beneficiary of a deceased member, delinquent per capita and Burial Benefit taxes, no-

taries public fees and fees for certified copies and for photostats, and the balance due shall then be remitted to the proper beneficiary.

**Section 12.** The International Secretary-Treasurer, at the direction of and subject to approval by the International Executive Board, is authorized to enter into a contract of insurance with any reputable Life Insurance Company authorized to maintain group insurance policies for the purpose of providing for the payment of burial benefits due under this Article.

## ARTICLE V

### **Dues, Assessments, Fines and Other Obligations of Members**

**Section 1.** Each Local Union shall establish and maintain an initiation or administrative fee (“fee”) of not less than \$25.00 nor more than an amount equal to ten days’ pay at the established rate of wages for that Local Union; provided that this shall not be construed to require any Local Union to reduce its present and existing fees; further provided that this fee may be lowered to less than \$25.00 upon the authority of the International President where such is deemed necessary to organize effectively or to protect the jurisdiction of this International Union; and further provided that fees shall not otherwise be raised or lowered without first securing the approval of the International Executive Board, after compliance with the provisions of this Constitution and By-Laws and any applicable law.

Official receipts issued by any Local Union showing payments of initiation fees within a rolling twelve month period from the initial date of issuance of such receipts, shall be accepted as payment or partial payment of the fees by any Local Union; provided that all fees paid by an initiate on a payment plan shall first be credited toward the payment of their initiation obligation before the fees are allocated toward per capita or working dues; further provided that such official receipts shall be accepted only for the credit of the applicant for whom such receipts were originally issued and may not be transferred; and further provided that the Local Union to which such ap-

plicant may have transferred his/her application shall be credited with the amount paid on account of the applicant's initiation fee and if the amount still due from such applicant for his/her fee is not sufficient to cover the fee of the Local Union to which he/she transferred his/her application, the Local Union may require the applicant to pay the additional sum.

**Section 2.** The application for membership and identification of each applicant shall be submitted to the International Secretary-Treasurer, together with a fee equal to ten percent (10%) of the Local Union fee, but not less than \$25.00 or such other amount as may have been determined under this Constitution and By-Laws. The International Secretary-Treasurer shall then issue an individual membership certificate card if the applicant is qualified to become a member. Per capita tax and Burial Benefit Tax for such applicant shall be paid for the month in which his/her individual membership card has been issued.

**Section 3.** Each member shall pay the monthly rate of dues established by the Local Union, which shall not be less than \$22.00 per month, to defray the needs and requirements for operating expenses of the Local Union and the obligations due to the International Union; provided that it shall not be a violation of this Section for a Local Union to establish a rate of dues based on days or hours worked or on a percentage of earnings. Notwithstanding anything to the contrary, as may be determined or fixed by an affiliated Local Union, effective July 1, 2019, the dues to be paid by each member to his/her Local Union shall be the amount set forth in Subsection a. of this Section, which amount or the increased amount shall be applied by the Local Union in payment of the additional per capita tax required in Subsection a. of this Section.

a. The monthly per capita tax payable to the International Union shall be as follows:

Effective July 1, 2019 - \$19.10.

The International Secretary-Treasurer shall allocate an amount determined by the International President, from each member's monthly per capita tax, to defray the cost of the International publica-

tion. In addition, the International Secretary-Treasurer shall credit a sum determined by the International President, from each member's monthly per capita tax, to defray the cost of the International Convention and credit such amount to an account that the International Secretary-Treasurer shall maintain and disburse as provided for in Article V, Section 5 of the International Constitution.

b. Should at any time the general funds of the International Union fail to meet its expenses, the International Executive Board may increase the per capita tax in the amount necessary to meet the financial requirements.

c. If the per capita tax is raised as provided in this Article, the monthly and/or hourly Local Union dues of each member of the International Union shall automatically be increased in the amount of the per capita tax increase enacted. Any such increase in the per capita tax shall remain in effect until the next International Convention.

**Section 4.** The regular dues and any special assessments in effect in a Local Union shall be assumed by a transferred member, immediately upon such transfer being made.

**Section 5.** Whenever a member is expelled and then applies for initiation, he/she shall be treated as a new member and pay the same amount to the Local Union required to be paid by a new member. Their application for membership shall be submitted to the International Secretary-Treasurer, together with a fee equal to ten percent (10%) of the Local Union fee, but not less than the sum of \$25.00 or such other amount as may have been determined under this Constitution. But, this shall not relieve an expelled member of the duty to pay any fines or penalties imposed upon said expelled member at the time of or prior to their expulsion.

**Section 6.** Whenever a member has been removed from the membership roll for non-payment of dues, he/she shall pay to the International Union and its affiliated Locals, in addition to any other obligations, a re-enrollment fee of \$20.00. Such payment shall be made to the Local Union, of which \$15.00 shall be remitted to the International Secretary-Treasurer.



**Section 7.** Unless otherwise determined or prohibited by this Article, nothing contained herein shall be construed to limit or fix the fees due or payable to the Local Unions; provided that all income derived by Local Unions from any source whatsoever shall be accounted for under the official receipt system and shall be used only to defray necessary operating expenses, and accept that this limitation on the use of Local Union income shall not apply to assessments which may be levied by Local Unions for specific purposes or to the payment by Local Unions of the per capita tax for any of their members who may be sick, disabled or are retired with fifty (50) years or more of continuous service. Necessary operating expenses shall not be construed to mean gifts, donations or loans of any kind or nature whatsoever.

a. Members who have 65 years or more of service with this International Union and who are on superannuated status shall be excused from paying any further dues or assessments and shall be granted a lifetime membership to ensure the continued enjoyment of any benefits provided by this Constitution and By-Laws.

**Section 8.** Whenever a member shall have been expelled and is indebted for any unpaid fines or penalties to his/her Local Union and thereafter if the member shall apply to any other Local Union for initiation, such unpaid fines or penalties shall not impair his/her right to initiation unless the Local Union to which such fines or penalties are due shall have reasonably notified the International Secretary-Treasurer.

**Section 9.** No officer, delegate, representative or member shall be exempt from his/her obligation to pay dues. Such officer, delegate, representative or member shall not be given credit for the payment of dues in return for services rendered. Services rendered shall be compensated by the issuance of a check by the Local Union obligated to pay same after the services have been rendered.

**Section 10.** The term member in good standing or member in continuous good standing shall include the payment of all dues, including check-off dues for members working under the terms of a collective bargaining agreement, and other outstanding obligations

as provided for in this Constitution and By-Laws and in addition, such member shall not have been removed by action of any tribunal for misconduct or violation under the Constitution and By-Laws of this International Union or the Constitution and By-Laws of the Local Union of which he/she is a member. To be a member in good standing, all dues, including check-off dues for members working under the terms of a collective bargaining agreement, and other outstanding obligations of such member must be paid on or before the last day of the third month after the due date. Any member who has not paid such dues or obligations in the manner set forth above is not a member in good standing and is removed from the rolls.

In the event a member elects to pay his/her dues or other outstanding obligations by mail, the effective date of such payment shall be the first business day on which it is received by the Local Union.

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

A member who has been removed from the membership rolls for non-payment of dues, as provided herein, and who within three months after the date of such removal pays an amount equal to all of his/her unpaid dues plus the re-enrollment fee required of him/her shall become in good standing on the date of such re-enrollment as though he/she had never been removed from the membership roll. If such a member shall fail to re-enroll him/herself within said period, such member shall be expelled. If he/she shall thereafter be initiated again as a new member, he/she shall not acquire, as such new member, any rights because of his/her previous membership.

**Section 11.** Notwithstanding any other provision of this Article, the International Executive Board shall have the authority, upon the recommendation of the International President, to set an initiation and/or per capita fee different from, but not to exceed that specified in this Article, for the purpose of aiding or assisting in the organizing and servicing of Allied Workers referred to in this Constitution.

## **Section 12.**

a. Effective July 1, 2019, each member, of the International Union and/or of a bargaining unit, who is employed under an agreement to which the International Union or an affiliated subordinate body of the International is signatory or party to, shall pay monthly International Work Dues to the International Union, in addition to the per capita tax set out in Section 3(a) above, in an amount equal to \$0.14 per hour for each hour worked and effective July 1, 2024, \$.17 per hour for each hour worked.

b. Subject to such rules, regulations and exceptions as shall be made by resolution of the International Executive Board, payment of International Work Dues and per capita tax shall be made through the member's Local at such times and by such lawful and necessary methods as shall be determined, from time to time, by the International Executive Board; provided that any change or modification by the International Executive Board shall be in writing and directly delivered to the Local(s) and/or member(s).

c. It shall be the obligation of each affiliated subordinate body of the International Union to negotiate an appropriate and lawful check-off provision in each collective bargaining agreement to effect payment of dues, including the International Work Dues based on days or hours worked or on a percentage of earnings; provided that the obligation to make such payment shall be the member's obligation and shall not be affected by the failure to obtain or arrange a dues check-off provision.

d. Any issue, dispute or claim relating to International Work Dues, including matters arising or relating to the amount, method of payment and/or compliance with this Section, shall be submitted to the International Executive Board for final and binding resolution.

## **ARTICLE VI**

### **Official Receipt System**

**Section 1.** The officers and employees of each Local Union, whether elected, appointed or hired, who are designated to receive

funds for such Local Union shall be bonded by a responsible corporate surety company. Such bond shall be in a form and manner suitable to the International Executive Board and in an amount adequate to protect the funds of each Local Union, based upon the trustees' annual report filed by the Local Union with the International Office for the most recent full year. It shall be the duty of the International Secretary-Treasurer to secure and maintain such bond in effect and the premium thereon shall be paid by the International Union.

When a change occurs in an office, it shall be the duty of the Local Union Secretary to immediately notify the International Secretary-Treasurer of such a change.

Any Local Union officer who fails to comply with any of the requirements contained in this Article may be removed from office or expose the Local Union to the revocation of its charter, or both, pending compliance with the requirements of this Section.

**Section 2.** Each Local Union must institute and maintain quarterly and annual financial statements of its books and records. Such financial statements must be reviewed along with the documents supporting such statements by an Auditing Committee, sometimes known as Trustees, appointed or elected by the Local Union, and such Auditing Committee must certify on a form provided by the International Secretary-Treasurer and submit such quarterly statements and report its findings within thirty (30) days following the end of each quarter to the International Secretary-Treasurer. An independent accountant shall report on the annual financial statement and such report and findings must be submitted to the International Secretary-Treasurer within one hundred and twenty (120) days following the end of the Local Union's fiscal year. Such reports must be made in a format acceptable by the International Secretary-Treasurer, and all such reports must be certified by the Auditing Committee on a form provided by the International Secretary-Treasurer.

It shall be the duty of the Local Union President to ascertain that such reports are made to the International Secretary-Treasurer.

Each Local Union must submit to the International Secretary-Treasurer, its monthly Disbursement and Distribution Journal, or

other disbursement records determined to be appropriate by the International Secretary-Treasurer, with its financial statements within thirty (30) days following the end of each quarter.

**Section 3.** There shall be in effect only one system of recording all money transactions between members of the various Local Unions and this International Union. All such transactions shall be recorded by such manner, method and uniform system as is determined to be appropriate by the International Secretary-Treasurer upon proper notice to all members and Local Unions. Such uniform system once established may be changed or modified by the International Secretary-Treasurer upon approval of the International President and the International Executive Board and upon sufficient and appropriate notice to members and Local Unions.

**Section 4.** Responsibility for establishing and maintaining good standing in accordance with this Constitution and By-Laws rests entirely with each individual member. The actual payment of dues and other obligations by such a member, when properly acknowledged and recorded on an official receipt, is the only recognized and acceptable evidence of such transaction.

**Section 5.** In the event a Local Union Secretary shall fail to forward the dues records to the International Secretary-Treasurer or becomes derelict in his/her duties in any other matters, he/she shall be subject to fine or expulsion.

**Section 6.** Each dues record shall clearly record the name and Social Security number of the applicant and/or person and/or the name and membership number of the member, the actual payment date, the correct amount of money paid and the application of such money properly indicated.

**Section 7.** In the event an error is made in issuing dues records, such erroneous receipt shall be marked "void" and forwarded to the International Secretary-Treasurer with the next month's remittance.

**Section 8.** No applicant for membership shall be entitled to credit for a greater amount of initiation or administrative fee than is recorded on the dues record.

**Section 9.** Local Union dues and International Union per capita tax and Burial Benefit Tax shall be paid beginning with the month in which initiation is properly recorded and acknowledged by the International Secretary-Treasurer. The period of continuous good standing which may be required to be determined shall be determined by the records of the Official Receipt System and this shall be binding in all events upon all members of all Local Unions.

**Section 10.** The Cash Receipt Records (CRR) of each Local Union shall be closed as of the last day of each month, and the Local Union Secretary shall immediately notify the International Secretary-Treasurer of the names of all members who are then three months in arrears in the payment of any dues or obligations, and such member shall thereupon stand removed from the membership rolls without further notice; provided that this Section shall not be construed to extend the time fixed for the payment of current dues or obligations so as to prevent a Local Union from enforcing the provisions of a valid union security clause contained in any collective bargaining agreement in effect between said Local Union and an employer.

On the last day of each month, the Local Union Secretary shall forward to the International Secretary-Treasurer a duplicate of all dues records issued by him/her or by any other duly authorized person who has collected any monies accompanied by the monthly report and a check or electronic fund transfer for the amount of the per capita tax and fees due to the International Union. All such remittances shall reach the International Secretary-Treasurer not later than the tenth day of the following month. Failure to comply with this provision may result in a forfeiture of the Local Union's charter, the loss in continuous good standing of its members, and/or their suspension or removal from the rolls.

**Section 11.** No extension of time may be granted to any delinquent member. Whenever back dues are paid, the official receipt shall show the actual date of payment and no other date. Back-dating shall void any official receipt.

**Section 12.** Except as otherwise expressly provided in the Constitution and By-Laws, a member who is removed from the membership

roll forfeits all previous standing, rights, equities, privileges and benefits (including burial benefits), and shall not be permitted to participate in any meeting. A member removed from the membership rolls for non-payment of dues shall be reinstated only upon payment of the full amount of money due within the prescribed period.

**Section 13.** The Local Union Secretary, at the time of submitting the monthly report to the International Secretary-Treasurer, shall also submit data of all initiations, re-enrollments, transfer cards issued and accepted, withdrawal cards issued and accepted, members expelled or removed from the rolls, an accurate census and such other information as may be requested by the International Secretary-Treasurer in the form required for such reports.

Upon receipt of such report, the International Secretary-Treasurer shall submit to the Local Union a list of members expelled or removed from the membership rolls for failure to pay obligations imposed upon such members.

**Section 14.** Each Local Union shall deposit all money received in the name of the Local Union in a bank approved by the Local Union. All bills shall be paid by check or electronic payment, except such amounts which may be paid from a petty cash fund. The petty cash fund shall be replenished as needed, by check from the general fund.

**Section 15.** The monthly report of the Local Union Secretary shall be accompanied by payment in the proper amount so as to keep in balance that Local Union's account with the International Office. Credit balances due Local Unions and held at the office of the International Secretary-Treasurer cannot be applied to payments for initiation, re-enrollments or per capita tax unless official receipts have been issued by the Local Union showing actual payment of obligations due the Local Union and such official receipts have been filed with the International Secretary-Treasurer.

**Section 16.** Local Union officers are authorized to forward to the International Secretary-Treasurer all payments of per capita tax, fees and other obligations due the International Union and shall not wait for a meeting of the Local Union to authorize such payments.

## ARTICLE VII

### Transfers

**Section 1.** Any member in good standing who desires to accept employment in the jurisdiction of a Local Union other than that of which he/she is a member shall apply to the Secretary of his/her Local Union for an official transfer card. No fee or service charge shall be requested of any member by the Local Union for such a transfer card.

**Section 2.** The official transfer card shall be issued in the form and manner prescribed by the International Secretary-Treasurer and shall be valid for a period of sixty (60) days from the date of issue. The transfer card shall become void on the sixty first (61st) day, unless it is properly deposited and accepted by another Local Union within such time.

The official transfer card shall, at the time of issuance, show the date the member was initiated by the International Union and the classification of said member.

**Section 3.** A member against whom any charges are pending or who has already been cited, summoned or notified to appear for any scheduled hearing or trial as complainant or defendant shall not be entitled to a transfer card while any of such matters are pending. No member shall be entitled to a transfer card unless all his/her obligations for fees, fines and assessments due to the International Union and to the Local Union are paid at least sixty (60) days prior to the request for a transfer card, and dues to the Local Union are paid in full, including dues for the month in which the transfer card is issued.

**Section 4.** The Secretary of each Local Union is authorized and obliged to issue transfer cards if the applicant is entitled to such transfer card, without any further action. Such transfer card shall be issued without undue delay and shall bear the signature of the Secretary together with the seal of the Local Union, and shall be endorsed by the applicant. A Local Union which does not have an apprentice training system shall not be allowed to accept such apprentice to its membership.



**Section 5.** When a member of one Local Union enters the jurisdiction of another Local Union, he/she shall immediately report to the Business Representative, President, or Secretary and shall present his/her official dues receipt and deposit his/her transfer card before seeking or accepting employment within such jurisdiction.

**Section 6.** When depositing their transfer card, the member shall provide the Local Union with his/her telephone number, mailing and email address, and shall advise the Local Union of any change during his/her stay in that jurisdiction.

**Section 7.** Should a member holding a transfer card not have deposited it within sixty (60) days with any other Local Union, and should he/she still desire to seek employment in the jurisdiction of another Local Union, he/she shall apply to the Secretary of his/her Local Union for a new transfer card, which new transfer card shall be issued upon the surrender of the old card and upon the payment of all dues and obligations in accordance with this Section.

**Section 8.** Until such time as a transfer card is deposited by the member holding it, they remain for all purposes, a member of the Local Union from which he/she received such transfer card and he/she shall be subject to all provisions of the Constitution and By-Laws of that Local Union.

**Section 9.** A member who transfers his/her membership from one Local Union to another, within a period of less than three (3) years from the time of becoming a member, shall be required to pay the difference, if any, in the initiation fee.

a. When a member who has, prior to the date of transfer, paid an initiation fee that is equal to or greater than that of the Local Union in which his/her transfer card has been deposited, he/she shall be accepted without the payment of any additional initiation fee.

b. A Local Union whose Constitution and By-Laws require an applicant to pass an examination of mechanical ability and competence to perform the work of the craft, may require a member of less than three (3) years' duration, who seeks to deposit a transfer or withdrawal card, to pass said examination.

**Section 10.** Any member who desires to leave the jurisdiction of a Local Union with which his/her transfer card has been properly deposited and accepted, before the payment of the difference between the initiation fee of the Local Union which he/she left and the Local Union to which he/she transferred, shall be granted a transfer card with credit for any part of the amount of the difference which he/she has paid; provided that he/she shall be subject to all the other provisions relating to the issuance of a transfer card.

**Section 11.** Whenever a transfer card is deposited with a Local Union, the Secretary thereof shall complete the execution of such transfer card and shall forward same to the International Secretary-Treasurer.

**Section 12.** All transfers shall be cleared and recorded by the International Secretary-Treasurer and when so cleared and recorded shall notify the Local Union issuing the transfer card.

**Section 13.** The transfer card of any member, when properly presented and deposited, shall be accepted by every other Local Union in accordance with the provisions of this Article, except in localities where strikes or lockouts exist.

**Section 14.** All transfer cards which certify to a false credit of initiation fee, shall be void.

**Section 15.** All transfer cards issued by or accepted by a Local Union contrary to the provisions contained in this Article, shall be void and members involved shall assume full responsibility and liability for any jeopardy or loss of standing as a result of such transactions.

**Section 16.** Any member of a Local Union who enters the jurisdiction of another Local Union and seeks or accepts employment in said jurisdiction without first reporting to the Secretary, Business Representative or President, and does not deposit his/her transfer card shall stand trial, pursuant to the provisions of Article IX of the International Constitution.

**Section 17.** Where a member procures and attempts to deposit a transfer card in violation of the provisions contained in this Article, shall be subject to fine or expulsion by the Local Union issuing the transfer card.

**Section 18.** Any member or officer who violates, ignores, or attempts to evade any provision of this Article relating to transfer of membership and employment in the jurisdiction of another Local Union shall be subject to charges and shall be tried by the International Executive Board.

**Section 19.** In the event a member has paid his/her dues in advance to the Local Union of which he/she is a member, and secures a transfer card which he/she deposits with another Local Union, the Local Union to which the dues were paid in advance shall transfer such dues, less the per capita tax already paid to the International Union, to the Local Union to which the member has transferred; the Local Union to which he/she has transferred shall credit such amount against the member's net dues, less per capita tax already paid to the International Union.

**Section 20.** Whenever a Local Union has authorized or is on strike, a transfer card will not be issued to any member of that Local.

## ARTICLE VIII

### Withdrawals

**Section 1.** Any member desiring to receive an honorable withdrawal shall apply for and be granted such withdrawal upon payment of a twenty-five dollar (\$25.00) fee and upon compliance with all obligations and procedures provided for. Five dollars (\$5.00) of said fee shall be forwarded to the International Office, and the remaining twenty dollars (\$20.00) of the fee shall be retained by the Local Union office.

**Section 2.** A member against whom any charges are pending or who has an outstanding fine or other penalty shall not be entitled to a withdrawal card.

A withdrawal card shall be void if not presented for deposit within twenty-four (24) full months from the date of issuance.

**Section 3.** When the holder of a withdrawal card desires to reinstate his/her withdrawal card within twelve (12) months from the date of its issuance, he/she shall pay to the Local Union with which

he/she deposits his/her card, all dues for the period for which the card was withdrawn, and he/she shall then be restored to his/her former good standing. The Local Union shall remit his/her per capita tax to the International Secretary-Treasurer.

**Section 4.** When a holder of a withdrawal card issued more than twelve (12) months, but less than twenty-four (24) full months, desires to be reinstated, he/she shall present such withdrawal card to the Local Union in whose jurisdiction he/she seeks employment. Such withdrawal card shall be sent to the International Secretary-Treasurer together with the payment of the first month's per capita tax.

**Section 5.** When the holder of the withdrawal card is reinstated in the manner prescribed in this Article, he/she shall be reinstated to his/her former standing, except for purposes of burial benefits and continuous good standing; provided that when the member is reinstated within a period of less than one year from the date of the issuance of the withdrawal card, and has paid in full all dues and assessments for the period for which the withdrawal card was issued at the time he/she deposits the withdrawal card, he/she shall be reinstated to his/her former standing for all purposes. The Secretary of the Local Union accepting the withdrawal card shall note thereon the date of its acceptance. Good standing for purposes of burial benefits and continuous membership shall not be attained unless all these provisions have been fulfilled.

**Section 6.** In the event the holder of a withdrawal card shall engage in conduct which, while an active member, would have resulted in his/her being subject to trial and punishment under the provisions of Article IX of the International Constitution, charges may be preferred against them. Such charges shall be heard by the International Executive Board. The provisions of Article IX relating to notice and the methods of trial shall apply to such charges and trial. If the holder shall be found guilty, his/her withdrawal card shall be cancelled and he/she shall no longer be entitled to deposit his/her withdrawal card as provided in this Article. The provisions of this Section shall not apply to the holder of a withdrawal card who becomes an

employer and who, while an employer, does not otherwise violate the provisions of the International Constitution and By-Laws.

**Section 7.** When the holder of a withdrawal card has deposited their withdrawal card with a Local Union in whose jurisdiction he/she seeks employment, and the withdrawal card has been sent to the International Secretary-Treasurer, as provided in Sections 3 and 4 of this Article, the International Secretary-Treasurer shall notify the Local Union issuing the withdrawal card.

**Section 8.** Whenever a Local Union has authorized or is on strike, a withdrawal card will not be issued to any member of that Local.

**Section 9.** Military Withdrawals. Members of the International Union who enlist or are inducted to serve as members of the Armed Forces of the United States shall be given a service withdrawal upon request at no charge other than the payment of dues through the current month; provided that any such member shall return to his/her work with this craft within ninety (90) days after his/her release from active duty or from hospitalization continuing after such release for a period of not more than one (1) year, and shall, within said time deposit his/her service withdrawal, together with a copy of appropriate papers, without the payment of any fee of any kind other than dues and Burial Benefit tax for the current month, with the Local Union in the locality in which he/she returns to such work; and further provided that when a member, released from any of the Armed Forces of the United States, so deposits his/her service withdrawal, he/she shall be given credit for continuous service for the period of his/her enlistment or induction, not to exceed five (5) years for the purpose of computing service awards and superannuation, as well as the amount of burial benefits to which his/her beneficiary might be entitled.

## ARTICLE IX

### **Direct Affiliation**

**Section 1.** There shall be established a Local Union numbered Local Union No. 103 for the purpose of direct affiliation. The qualifi-

cations for membership shall be determined by the International Executive Board and the dues and other obligations shall be fixed, from time to time, by the International Executive Board. All the rules and regulations relating to Local Union No. 103 shall be determined by the International Executive Board. A member of Local Union No. 103 shall, nevertheless, have the same rights as any other member of any other Local Union affiliated with the International Union.

## ARTICLE X

### **Trusteeship**

**Section 1.** Whenever the International President shall impose a trusteeship upon a Local Union or other subordinate body affiliated with the International Union, the officers and representatives of said Local Union or subordinate body shall stand suspended from office and shall function subject to the supervision and direction of the trustee appointed by the International President until the trusteeship is terminated. The Constitution and By-Laws of the Local Union or other subordinate body that is under trusteeship shall also be suspended for such time as the International President directs.

**Section 2.** The imposition of a trusteeship shall be effected by causing written notice to be served, in person or by certified mail, upon the Local Union or subordinate body and any officers or representatives thereof, which notice shall state the action he/she has taken and the name of the trustee, if one has been appointed. In exercising such authority, the International President shall take such steps as he/she deems necessary for the protection of the rights and property of this International Union and of the rights and property of the Local Union upon which a trusteeship has been imposed.

**Section 3.** The International President shall, within seven (7) days of the imposition of a trusteeship, mail notice of the action taken to all members of the International Executive Board.

**Section 4.** Within ninety (90) days after the imposition of trusteeship, the International President shall cause written notice to be served in person or by certified mail upon the Local Union or subor-

dinate body and any officers, representatives or members thereof who have been suspended, fixing the date for a hearing to be convened within sixty (60) days from the date of said notice.

The International President shall appoint one or more persons to act as hearing officers on behalf of the International Executive Board, and such hearing officer or officers shall conduct a hearing in the vicinity of the Local Union or subordinate body involved.

**Section 5.** The International Executive Board may, in its own discretion, render an opinion solely on the basis of the hearing officer's report or may direct further inquiry to be held for the purpose of rendering their decision. The International Executive Board may decide to continue or discontinue any existing trusteeship or suspension and may restore any officers, representatives or members to their original status if such suspension has been found to be unwarranted. In the case of reinstatement of officers, such reinstatement shall be for the unexpired term of their office. The International Executive Board shall further have the authority to revoke the charter of a Local Union or other subordinate body under trusteeship if it should decide that it is in the best interest of the members of the Local Union or other subordinate body or of the International Union. In the event of such revocation, the provisions of Article XII, Section 2 of the International Constitution shall apply.

The International Executive Board shall have the right at any time, and from time-to-time, to review trusteeships and take such action as may be indicated.

**Section 6.** Upon the termination of a trusteeship of a Local Union or other subordinate body, such Local Union or subordinate body shall be provided transitional supervision for a period not to exceed twelve (12) months from the date of termination of the trusteeship.

**Section 7.** At the discretion of the International Executive Board, a Local Union or other subordinate body that is placed into trusteeship may be required to bear all or part of the expenses incurred in connection with the imposition, servicing, administration and termination of the trusteeship.

## **Certification**

I hereby certify that, to the best of my knowledge, the foregoing is a true copy of the law, as amended at the 30th Convention, held October 9-13, 2023, in Las Vegas, Nevada.

International Secretary-Treasurer  
MITCHELL L. TERHAAR

## **RITUALS**

### **INSTALLATION OF OFFICERS**

THE WARDEN will assemble the newly elected officers, standing in a semicircle facing the stage.

CHAIRMAN: (Three raps of gavel.) “All persons in the hall shall stand and remain standing during the entire ceremony.”

CHAIRMAN: (READ to officers-elect.)

“(Ladies and) Gentlemen, the members of this organization, having confidence in your ability, integrity and moral character, have by their individual franchises, intelligently and legally exercised, declared you worthy of the honor and fit subjects to assume the office to which you have been elected; you will now raise your right hand and repeat after me the following:

(OFFICERS-ELECT repeat with the chairman.)

“I (give name), do hereby solemnly pledge upon my honor that I will faithfully discharge the duties of my office of this Union; that I will support the Constitution of the United Union of Roofers, Waterproofers and Allied Workers, Local No..... and its laws and the laws of the International Union, and that I will enforce the same to the best of my ability without prejudice or partiality.

“I further declare that I am not a member of nor in any manner affiliated with any subversive organization. I promise that while a member of this Union I will not become a member of or in any manner affiliate with any such subversive organization.”

(Have hands lowered.)

CHAIRMAN: (Read to entire assembly.)



“(Ladies and) Gentlemen, you have witnessed this obligation as administered and assumed. It becomes your duty to zealously guard and protect these officers in their duties, and also to immediately bring to their sense of responsibility any violation thereof.

“By virtue of the authority vested in me by your International Union, the United Union of Roofers, Waterproofers and Allied Workers, I now pronounce you the legal officers of this union. You will immediately take possession of, and occupy, the office to which you have been elected. You will administer and execute the mandates of this Union as prescribed in the International Constitution and By-Laws until your successor in office has been properly established or you are relieved of your duties.”

CHAIRMAN: (One rap of gavel. All be seated.)

## INITIATION OF MEMBERS

THE WARDEN will bring the candidate(s) to a position directly in front of the stage, then have all candidates face the members in the hall.

PRESIDENT:

“(Ladies and) Gentlemen, it is my pleasure to present the candidates (give each candidate’s name, left to right). Your committee has diligently and fully investigated the moral character, the mechanical ability and honesty of belief in Union principles of the candidate(s) for membership in this Union.

“They have declared their intention to uphold and assist in the furthering of the traditions, principles and aims of organized labor.” (Have candidate(s) turn around and face the President.)

PRESIDENT: (Three raps of gavel.) “All persons in the hall shall stand and remain standing during the balance of the ceremony.”

PRESIDENT: (Read to candidate(s)):

“(Ladies and) Gentlemen, in the obligation you are about to assume, there is nothing but that which fosters the amalgamation of individual efforts into collective efforts for the advancement of the trades of this union. With that understanding you will now elevate

your right hand and recite with me the following obligation, using your name where I use my name:

(CANDIDATE(S): Repeat with the President.)

“I, (give name), in the presence of the members of this Union, promise and pledge my sacred word of honor without reservation or evasion that I will support the Constitution and By-Laws of this Union and the International Union; that I will never allow matters of political or religious differences to interfere with the discharge of my duties of this Union; that I will never reveal any of the private business of the Union and the International Union to anyone not entitled to know the same.

“I also promise that I will not knowingly wrong a member or see one wronged without giving him/her due notice if in my power to do so; that I will keep inviolate the traditional principles of the American laborer; to be respectful in word and considerate to the weak and defenseless, and never discriminate against a fellow-worker. I further promise to defend freedom of thought and Trade Union principles, and to purchase all union-made goods when in my power to do so.

“I further declare that I am not a member of or in any manner affiliated with any subversive organization. I promise that while a member of this Union I will not become a member of or in any manner affiliated with any such subversive organization.”

PRESIDENT: (One rap of gavel. All be seated.)

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