

# **BY-LAWS**



**INTERNATIONAL ASSOCIATION  
of  
BRIDGE,  
STRUCTURAL, ORNAMENTAL  
And  
REINFORCING IRON WORKERS  
LOCAL UNION No. 387  
ATLANTA, GEORGIA**

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**BY-LAWS**  
**OF LOCAL UNION No. 387**  
**Of the**  
**INTERNATIONAL ASSOCIATION of BRIDGE,**  
**STRUCTURAL, ORNAMENTAL and REINFORCING**  
**IRON WORKERS**

**PREAMBLE**

This organization shall be known as Local Union No. 387 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. This Local Union is chartered by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and operates under the Constitution adopted by the International Association in Convention assembled. These By-Laws shall not be considered as superseding any provision of the Constitution of this International Association and any provision contained herein which may be in conflict with or a violation of any amendment to or revision hereinafter made in the Constitution of the International Association shall be considered null and void. The objectives of this Local Union shall be:

- (a) Promote, by all proper means, the material and intellectual welfare of its members and their families.
- (b) Secure, by all legal and proper means, adequate wages, working conditions and opportunities of employment.
- (c) Encourage its members to register and vote in the interest of obtaining higher standards of citizenship and secure adequate legislation which will safeguard and promote the principles of free collective bargaining.

## **ARTICLE I**

### **MEETINGS**

#### **Section 1. Regular Meetings.**

(A) Regular meetings shall be held ten (10) or more times a year at intervals of not less than one (1) calendar month. Such regular meetings shall be held on the second (2<sup>nd</sup>) Thursday of each month at 7:00 p.m. The day on which the regular meeting is held, as stated above, shall not be changed except by the adoption of an amendment to these By-Laws, as provided for in Article XI hereof. Only members of the Union who are in good standing (not more than one (1) month in arrears with payment of dues and/or assessments) shall be permitted to attend any meeting of this Local Union.

(B) The number of members constituting a quorum for a regular meeting shall be as follows: When the number of members of the Local Union, in good standing, is 150 or less, ten percent (10%) of such number or 10 members (whichever is greater) shall constitute a quorum. When there are more than 150 members in good standing, fifteen (15) members shall constitute a quorum. However, upon approval of the General Executive Board, the number of members necessary to constitute a quorum can be waived.

(C) The regular meeting shall be conducted in accordance with the applicable provisions of the International Constitution and the "Rules of Order" set forth therein, and Robert's Rules of Order, and the following additional rules shall be enforced:

- (1) No member shall be admitted to the Local Union meeting hall during the opening exercises, the reading of the minutes, or during Initiation of Candidates.
- (2) It shall be the responsibility of every member to refrain from any action which would interfere with the orderly conduct of the meeting of the Local Union and members who conduct themselves in a disorderly manner or who, while intoxicated, enter the meeting hall during a meeting, or who use indecent or profane language during a meeting, or otherwise cause a disturbance in a meeting, shall be requested to leave the meeting hall; and should such member refuse to leave, he shall be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution. If found guilty, such member shall be fined not less than fifty dollars (\$50.00).

- (3) No firearms, briefcases, carry or tote bags shall be allowed in the union hall or on its property. Failure to adhere to this rule will cause the violator to be prosecuted by the Local Union and the proper authorities shall be notified.
- (4) No recording device of any kind will be allowed in the union hall during job call, any called meeting, conference or personal meeting, or any business meeting where members of Local Union No. 387 are present. Any member found carrying an electronic recording device of any kind in the union hall shall be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution. If found guilty, such member shall be fined five hundred dollars (\$500.00) upon approval of the Executive Committee.

### **Section 2. Special Meetings.**

Special Meetings may be called by the President or Executive Committee. Not less than fifteen (15) days notice of the date, hour, and purpose of the special meeting shall be mailed to each member at his last-known home address and no business shall be transacted at a Special Meeting except that for which the meeting has been called. Special Meetings shall be approved by the General Executive Board of the International Association.

### **Section 3. Executive Committee Meetings.**

- (A) The meetings of the Executive Committee shall be in accordance with the provisions of Article XXVI, Section 11 of the International Constitution; however, Special Meetings of the Executive Committee shall be held when directed by the Local Union President.
- (B) Executive Committee Meetings shall be held on the second (2<sup>nd</sup>) Thursday of each month at 5:00 p.m.

### **Section 4. Examining Committee Meetings.**

Examining Committee Meetings shall be held, when directed by the Local Union's President, to carry out the functions of the Examining Committee as provided in Article XXVI, Section 8 of the International Constitution.

### **Section 5. Transfer Requests.**

Any member of another Local Union requesting a transfer into Local Union No. 387 must be present at the Union meeting at which their request for transfer is read. At that time a member in good standing shall speak on your behalf if you meet the following requirements:

- 1,000 hours worked in our jurisdiction
- Or 6 months worked in our jurisdiction

At any time, a death in their immediate family is excusable for not showing up at the meeting.

### **Section 6. Electronic Meetings.**

- (A) Except as otherwise provided for in these by-laws meetings may be conducted through the use of electronic meeting services approved by the Executive Committee that support displays identifying those participating.
- (B) Electronic meetings shall be subject to the International Constitution and the By-Laws of Iron Workers Local No. 387, which may include any reasonable limitations on, and requirements for, participation.
- (C) Electronic meetings may not be used to permanently replace in-person meetings.
- (D) The moderator must be the Business Manager, or appointed representative of Iron Workers Local No. 387 and will be responsible for the identification of parties in the conference.
- (E) The moderator will send out information on any electronic meeting at least two weeks before, providing date of meeting, time of meeting, sign in information necessary to connect, and any alternative access numbers.
- (F) The moderator shall schedule service availability to begin at least fifteen (15) minutes before the start of any electronic meeting.
- (G) Participants shall identify themselves upon entry into the electronic meeting. Failure to identify may result in being ejected from the meeting.
- (H) The President or presiding officer, shall be responsible for determining whether a quorum has been achieved. Thereafter, the continued presence of a quorum shall be determined by the online list of participating members unless any member demands a quorum count by audible roll call. Such a demand may be made following any vote for which the announced totals all to less than the required quorum count.
- (I) Each member is responsible for his or her audio and internet connection; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.
- (J) The moderator, at the direction of the chair, may cause the disconnection or muting of a member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to an undebatable appeal that can be made by any member, shall be announced during the meeting and recorded in the minutes.

- (K) To seek recognition, a member shall raise their hand by electronic notification. If said member is in the meeting through telephonic means, the member shall wait for a pause by the chair and ask to be recognized by the chair.
- (L) While conducting an electronic meeting, no secret ballot votes will be conducted unless a means for verified members eligible to vote to cast ballots without identifying how each verified member has cast their ballot.

## **ARTICLE II**

### **REVENUE**

#### **Section 1. Dues.**

- (A) The regular monthly dues for Journeyman members of this Local Union shall be thirty-seven dollars (\$37.00) per month.
- (B) The regular monthly dues for Apprentice members of this Local Union shall be thirty-six dollars (\$36.00) per month.
- (C) In addition to the monthly dues as enumerated in Paragraphs A and B of this Section, each individual working under the terms of this Agreement shall pay a work assessment of one dollar and twenty cents (\$1.20) per hour worked for all hours worked. This amount may be increased only through the negotiated Collective Bargaining Agreement and not through reduction of wages.
- (D) All dues, assessments and fines are due and payable on the first day of each month and must be paid in full by the end of the same month in order for the member to be in continuous good standing.
- (E) Only members who are in good standing (not more than one (1) month in arrears) shall be permitted to attend regular or Special Meetings.
- (F) All mail in dues must include the member's current address, name (printed in full as it appears on the membership card) and the membership number or social security number.
- (G) Charges for bad checks will be:
  - 1st: Thirty-five dollars (\$35.00) plus bank charges or the current bank charge for a bad check.
  - 2nd: After the second bad check is received, the member will be

notified that no more personal checks will be accepted for payments for the following twelve (12) months.

- (H) Transfer cards will be issued provided the member's dues are in good standing, there are no outstanding fines, and the applicant has been a member of the International Association for at least two (2) years.
- (I) The monthly dues for members of Local Union No. 387 injured or ill enough to cause loss of time to twenty-one (21) calendar days, shall be paid by the Local Union for a period not to exceed six (6) months in a twelve (12) month period. Said member must furnish to the Financial Secretary, within one (1) month from the date of occurrence, a statement signed by the doctor stating said member is unable to work because of injury or illness.

### **Section 2. Initiation and Reinstatement Fees.**

- (A) The Initiation and Reinstatement Fees of this Local Union shall be as provided in the International Constitution.

### **Section 3. Change of Monthly Dues.**

- (A) The monthly dues, as provided for herein, shall not be changed except by the adoption of a written Resolution, which must be read at three (3) consecutive meetings of the Local Union, and if the Resolution receives a majority vote, by secret ballot, of all the members present at the third consecutive meeting, and if such Resolution is approved by the General Executive Board of the International, such Resolution shall then be considered an Amendment to these By-Laws. Not less than fifteen (15) days advance notice of the intent to vote on any such Resolution shall be mailed to each member at his last-known home address.
- (B) When the action of the delegates in session at a regular convention of this International Association vote in a majority to adopt the motion to increase the International per capita tax and/or International assessments, then the monthly dues of this Local Union will automatically be increased the amount or amounts adopted by the convention delegates.

### **Section 4. Payment Methods.**

All payments made to Local Union No. 387 must be payable in the form of check, money order, or by electronic means. The Local Union will not accept cash payments.



### **ARTICLE III**

#### **NOMINATION - ELECTION - TERM OF OFFICE - INSTALLATION - DUTIES - BONDING**

##### **Section 1. Nominations.**

- (A) Officers of the Local Union shall be those enumerated and provided for in Article XXVI, Section 1 of the International Constitution. Only members who fulfill the eligibility requirements set forth in the International Constitution shall be eligible to be a candidate for any office in the Local Union, or serve as Judge of Election, or hold any office in the Local Union, or represent the Local Union as a Delegate to any affiliated body.
- (B) Nomination of Officers shall be conducted during the first regular meeting held in the month of June once each three (3) years. Not less than fifteen (15) days prior to the date of nominations, notice of such nominations shall be mailed to each member at his last known home address.
- (C) Following the conclusion of the nomination of Officers, at least three (3) but not more than five (5) Judges of Election shall be elected, none of whom shall be a candidate for any office. Those elected as "Judges of Election" shall conduct the election in accordance with the provisions of Article XXVI, Section 16 of the International Constitution.
- (D) Pursuant to Article XXVI, Section 16 of the International Constitution, a schedule containing the names and membership numbers of those nominated and the office for which nominated, as well as the names and membership numbers of those elected as Judges of Election, shall be sent to the General Secretary of the International Association.
- (E) The offices of Business Manager, Financial Secretary and Treasurer shall be amalgamated into one (1) office for the purpose of economics and efficiency.
- (F) Questions concerning eligibility to hold office must be submitted to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, whose decision shall be final and binding on the Local Union subject to the right to appeal pursuant to the provisions of the International Constitution.

##### **Section 2. Elections.**

- (A) Election of Officers shall be by secret ballot and shall be conducted in accordance with the provisions of Article XXVI, Section 16 of the International Constitution. Such election shall be held on the fourth (4th) Saturday in the month of July during the hours from 9:00 a.m. to 5:00 p.m. and the polling place shall be located in the regular meeting hall or office of the Local Union.
- (B) In case a "run-off election" is necessary, pursuant to the provisions of Article XXVI, Section 16 of the International Constitution, such election shall be conducted by secret ballot and shall be held at the time provided for in the International Constitution.
- (C) Not less than fifteen (15) days prior to the election or "run-off election" of officers, notice of such election shall be mailed to each member at his last-known home address.
- (D) The Ballots and all other records pertaining to elections shall be preserved by the Local Union for at least one (1) year.
- (E) Within five (5) days following the election of officers, a copy of the ballot containing the number of votes cast for all candidates shall be sent to the General Secretary of the International Association.
- (F) Any member of Local Union No. 387 who is receiving any form of retirement compensation from the Atlanta Iron Workers Pension Fund or any other Local Union Pension Fund shall not be eligible to hold a Local Union office.
- (G) Any member not paying full Journeyman dues shall not be eligible to hold a Local Union office or vote in a Local Union Election or money matter.
- (H) There shall be no absentee ballots for any circumstances.

**Section 3. Term of Office - Installation - Duties - Bonding - Business Manager.**

- (A) Officers shall be elected for a term not to exceed three (3) years, and each duly elected Officer shall be obligated and assume the duties of such office during the first regular meeting immediately following the date the election is held. The installation of Officers shall be conducted by a past President or an International Representative, if present - otherwise, the current President or Vice President shall officiate.
- (B) The duties of the Local Union Officers shall be those as provided for in Article XXVI of the International Constitution.

- (C) Each Officer and each employee of the Local Union whose duties require that such individual be bonded, shall be bonded in accordance with the provisions of Article XX, Section 19 of the International Constitution.

#### **Section 4. Delegates to Iron Workers' District Council.**

Delegates to the Iron Workers' District Council with which this Local Union is affiliated shall be elected, by secret ballot, at the regular election of Officers. The number of such Delegates shall be as provided for in the Constitution and By-Laws of such District Council, and two (2) of such Delegates shall be, by virtue of their offices, the Business Manager and the President of the Local Union.

#### **Section 5. Delegates to International Convention.**

- (A) Nominations for delegates to the International Convention shall take place at the regular meeting in the month of April in the convention year (once each five (5) years). Not less than fifteen (15) days advance notice of such nomination shall be mailed to each member at his last-known home address.
- (B) Following the conclusion of nominations of delegates to the International Convention, at least three (3) but not more than five (5) Judges of Election shall be elected. They shall conduct the election in accordance with the applicable provisions of the International Constitution.
- (C) The election of delegates to the International Convention shall be by secret ballot and shall be conducted in accordance with the applicable provisions of the International Constitution and these By-Laws.
- (D) Election of delegates to the International Convention shall take place at the Union Hall at the regular meeting in the month of May of the convention year (once every five years).

#### **Section 6. Conflict of Interest.**

Anyone holding office in Local Union No. 387 or on their payroll cannot do business with Local Union No. 387 with any other company that they own or profit from doing business with Local Union No. 387 at anytime as long as they are an officer with Local Union No. 387 or employed by Local Union No. 387.

## **ARTICLE IV**

### **VACANCIES**

#### **Section 1. Vacant Offices.**

- (A) All official vacancies which may occur as a result of resignation, death or otherwise shall be filled by appointment, to be made by the President as provided for in Article XXVI, Section 2 of the International Constitution.
- (B) Officers of the Local Union shall be required to attend at least one (1) regular meeting each month unless prevented by any of the following reasons:
  - (1) On business of the Local Union or International Association.
  - (2) Required to work by Employer.
  - (3) Illness or injury to himself or a member of his immediate family, or death in the immediate family.
- (C) Any officer who fails to attend three (3) consecutive regular meetings must submit his resignation, in writing, unless such absence is due to any of the above-mentioned reasons, and charges for failure to properly discharge the duties of his office will be filed against any such officer who fails to submit his resignation in writing. Such charges will be filed and processed in accordance with the provisions of Article XXVI, Section 14 of the International Constitution and if such charges are sustained, the office in question shall be declared vacant, subject to the approval of the General Executive Board.

## **ARTICLE V**

### **STEWARDS**

#### **Section 1.**

A Steward must be placed on each job by the Business Manager immediately with the beginning of such job.

## **Section 2.**

No job shall commence in this jurisdiction until the Union office has been notified by the Steward and/or Foreman. Said notice to be entered in indelible pencil or ink and kept in a separate book to be filed in the Local Union office.

## **Section 3.**

The Steward must notify the Union office prior to any overtime being worked.

## **Section 4.**

Stewards shall make a note of all grievances that might arise on a job and report same to the Business Manager. All Stewards must make a written report each week listing the job location, contractor, names and membership numbers of all members. Failure to do so shall mean immediate dismissal of Steward duties by the Business Manager.

## **Section 5.**

It shall be the duty of the Steward to examine all membership cards and service dues receipts when members first start on a job and regularly thereafter once each week until completion of the job.

## **Section 6.**

No member may go from the employ of one contractor to the employ of another contractor without obtaining approval from the Union Office. Members who transfer from one job to another for the same employer must report said change to the Local Union, or be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution. The Steward shall be responsible to report any job changes to the Union Hall.

## **Section 7.**

- (A) Any member who accepts a referral slip for a job and who does not appear on the job site in a reasonable length of time and/or does not notify the Local Union office before the end of the business day prior to reporting time, or who refuses the job and does not notify the Union Hall shall be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution, and his name placed at the bottom of the referral list. If found guilty, such member shall be fined in the amount of fifty dollars (\$50.00) for the first offense and one hundred dollars (\$100.00) for each offense thereafter. Fines shall be paid within thirty (30) calendar days of notification. Appeal must be made to the Executive Committee of Local Union No. 387 within two weeks of notification.

- (B) Any member who is unable to appear at his regular job for any reason shall notify either his Steward or Business Manager at the earliest opportunity.
- (C) Any member who reports to work in evident intoxicated condition shall be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution.
- (D) All members must comply with a request by a Steward to show his membership card.

### **Section 8. Standards of Excellence.**

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker and our commitment to be the most skilled, most productive and safest craft in the Building Trades. As Union Ironworkers, we pledge ourselves to uphold our word, as given through our Collective Bargaining Agreement, and display the professionalism expected of our trade and union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence. It is a commitment to use our training and skills, each and everyday, to produce the highest quality work worthy of our name and consistent with the Collective Bargaining Agreement.

As an Iron Worker member, I agree to:

- (1) Adhere to my responsibilities under the Collective Bargaining Agreement for start and quit times, as well as lunch and break times.
- (2) Allow my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns or any activities that affect our good name.
- (3) Respect the Customer's and Employer's rights, property and tools as I do my own.
- (4) Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.
- (5) Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.
- (6) Do my best to work in a manner consistent with the quality, productivity and safety of every task that I am assigned.

- (7) Do my best to help every co-worker return home safe at the conclusion of every shift.

The Ironworkers' Standards of Excellence will increase the pride, the productivity and the craftsmanship of every Ironworker throughout North America. This commitment will improve work place conditions, increase work place opportunities, and help maintain our wages, benefits and standard of living. In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.

In accordance with Article XXVI, Section 15 of the International Constitution, charges may be preferred against any member for violations of the Ironworkers' Standards of Excellence, including but not limited to the following reasons:

- Taking a job referral and not reporting to work
- Failing pre-employment qualifications
- Discharge for excessive absenteeism

Fines for the first offense shall be no less than one hundred dollars (\$100.00) or no more than one (1) day's pay including fringe benefits and working assessments of eight (8) hours.

Members having been found guilty of a second offense, fines shall be no less than Five Hundred Dollars (\$500.00) or no more than one (1) week's pay, including fringe benefits and working assessments of forty (40) hours.

Members having been found guilty of a third offense, fines shall be no less than One Thousand Dollars (\$1,000.00) and no more than two (2) week's pay, including fringe benefits and working assessments of eighty (80) hours.

Any member found guilty of the aforementioned violations three (3) times within a three (3) year period may also be expelled from the Local Union subject to the approval of the General Executive Board.

I acknowledge this responsibility and pledge my word to do the same.

## ARTICLE VI

### BUSINESS MANAGER, BUSINESS AGENT, SALARIES, EXPENSES & OTHER COMPENSATION OF OFFICERS AND/OR STEWARDS

#### Section 1. Business Manager's Salary and Expenses.

- (A) The Business Manager-Financial Secretary-Treasurer's salary shall be no less than the hourly rate of the General Foreman as contained in the Local C.B.A. for forty-eight (48) hours per week – for (40) hours straight time and eight (8) hours overtime.
- (B) The Business Agent's salary shall not be less than that of a Foreman at forty eight (48) hours per week – forty (40) hours straight time and eight (8) hours overtime.
- (C) While in attendance at all conferences, meetings, functions, etc., he shall be reimbursed for necessary receipted expenses. Where air travel is necessary, it shall be coach or economy.
- (D) The Business Manager shall be furnished with a new car when deemed advisable by the Executive Committee of Local Union No. 387 and the cost, expense and maintenance of said car shall be borne by the Local Union.
- (E) The Business Manager's and Business Agent's expenses, incurred while in performance of his duties or acting in any capacity for the Local Union, shall be borne by the Local Union. Any officer or delegate required to stay overnight on Union business will be allowed hotel room rate plus expenses per day.
- (F) When the Business Manager is absent from his office for a vacation, sickness or on official Union business, he shall inform the Executive Committee and/or the membership of his temporary replacement. This temporary replacement shall not exceed two (2) weeks at a time without the express approval of the Executive Committee and/or membership for each absenteeism.
- (G) Official responsibility of the Business Manager, Financial Secretary-Treasurer's office to the membership remains within the hands of this duly elected officer.
- (H) The Business Manager shall serve as Financial Secretary-Treasurer and shall have the authority to pay current operating expenses of the Local Union, as approved by the membership including rents, utilities,



contributions, leases, etc., as well as the maintenance of the Union Office and Day Hall.

- (I) The Business Manager, by virtue of his office shall be an automatic delegate to all committees that require representation by Local Union No. 387. This does not include election as a delegate to the International Convention.

## **Section 2.**

- (A) Any full-time employee who has been employed for twelve (12) consecutive months shall receive two (2) weeks paid vacation to be taken at a time agreed to with the Business Manager. Vacation and/or sick leave may not be accumulated. Under no circumstances will more than fifty-two (52) weeks salary and/or sick leave be paid to an officer or full-time employee in any calendar year.
- (B) The Office Secretary or Secretaries shall be hired or discharged by the Business Manager and their salaries shall be at the discretion of the Business Manager.
- (C) The custodian shall be employed at the discretion of the Business Manager and salary of the same shall be determined by the Business Manager.

## **Section 3.**

The Local Union shall pay the monthly dues of all Local Union officers during their term of office.

## **Section 4.**

Any member employed by the Business Manager shall receive the same salary and conditions as the Business Agent. (Except Area Stewards).

## **Section 5. Stewards.**

Monthly dues of Job Stewards representing thirty-five (35) or more men as well as those Stewards who are designated as Area Stewards shall be paid for by the Local Union for that period of time such Stewards serve in their respective capacities.

## **Section 6.**

- (A) The Business Manager and Business Agents must, at all times maintain a valid operator's driver license and be able to secure automobile insurance suitable for the requirements of Local Union No. 387.
- (B) In the event a normal policy cannot be obtained, each Business Manager and/or Business Agent so affected shall then be required to pay the additional cost to obtain adequate insurance to meet the requirements of the Local Union.

### **Section 7.**

Any member of this Union who is obligated to cease his regular work in the performance of any duty for this Union, such as Delegate for Conventions, except the International Convention, or as a member of a committee shall receive not less than his regular wages and reasonable expenses duly itemized and receipted. Under no circumstances shall any member be allowed to receive wages from his employer and the Union for the same period.

### **Section 8.**

Negotiating Committee members shall each be paid a day's pay computed at eight (8) hours for every day negotiating and all expenses incurred for which receipts are presented, providing negotiations are conducted during regular working hours.

## **ARTICLE VII** **FINANCIAL REPORTS - FISCAL YEAR**

### **Section 1. Financial Reports.**

The Financial Secretary-Treasurer-Business Manager shall, during a regular meeting each month, inform the members present of the financial status of the Local Union. During a regular meeting following the completion of the audit report, the Financial Secretary-Treasurer-Business Manager shall inform the members present at such meeting of the financial status of the Local Union as reflected by the Auditor's report for the preceding twelve (12) months.

### **Section 2. Fiscal Year.**

The fiscal year of the Local Union shall be from July 1 through the succeeding June 30.

## ARTICLE VIII

### DISBURSEMENT OF FUNDS

#### Section 1.

All disbursements of funds of this Local Union shall be made in accordance with the provisions of Article XXVI, Sections 4 and 5 of the International Constitution.

#### Section 2.

The funds of this Local Union, having been raised for the protection, assistance and relief of its members shall not be donated or contributed in excess of five thousand dollars (\$5,000.00), any amount exceeding five thousand dollars (\$5,000.00) shall be by resolution presented, in writing, to the membership to be read at three consecutive meetings and voted upon at the third and final reading.

#### Section 3.

No paper soliciting donations or contributions for sick or injured members shall be circulated among the membership until such papers have been approved by the Chairman of the Local Union. All such papers must bear the seal of the Local Union.

#### Section 4.

No individual member or members shall solicit other Local Unions for donations or contributions or sell tickets for any purpose whatsoever in the name of this Local Union except by approval of the Local Union in regular meeting.

#### Section 5.

An appropriate floral design, donation or charity contribution not to exceed seventy-five dollars (\$75.00), plus the cost of wire service, shall be ordered by the Financial Secretary-Treasurer-Business Manager for the deceased members or for a member of their immediate families, provided the Financial Secretary-Treasurer-Business Manager is furnished with the following:

1. Name of deceased.
2. Type of donation.
3. Relation of member.
4. Where funeral is to be held.
5. Time of funeral.

## **Section 6. Benevolent Fund.**

- (A) Local Union No. 387 shall start a Benevolent Fund to benefit its deceased members. This voluntary fund is to be for the deceased members of Local Union No. 387 only.
- (B) To join this fund, each member will be assessed a one time assessment fee. Thereafter, on each occurrence of a member's death, each member shall be notified of the ten dollar (\$10.00) assessment by mail from the Union Hall.
- (C) In the event a member does not pay the Benevolent Fund assessment up to date, such member will be omitted from the fund payout in the event of his or her death.
- (D) Checks for payout will be mailed to the member's family or his or her beneficiary only.
- (E) The operation of the Benevolent Fund herein provided for shall be the sole responsibility of Iron Workers Local Union No. 387 and in no event shall any liability of any nature whatsoever accrue to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers as a result of the operation of this fund.

## **Section 7. Bereavement & Hurt Member Fund.**

- (A) Local Union No. 387 shall start a Bereavement & Hurt Member Fund to benefit its deceased and hurt members. This benefit shall be funded through the working assessment and shall be for the deceased and hurt members of Local 387 only.
- (B) A set amount will be paid from the General Fund to the Bereavement & Hurt Member Fund for each hour worked within the jurisdiction of Iron Workers Local Union No. 387 each month:
  - August 2015-August 2016 \$0.01/hr. worked
  - August 2016-August 2017 \$0.02/hr. worked
  - August 2017-August 2018 \$0.03/hr. worked
- (C) Member must be eligible to receive the International Death Benefit to receive a Bereavement payout.
- (D) Member must have appropriate documentation to receive a Hurt Member payout. This would include a letter from personal physician stating time expected to miss from work.

- (E) Checks for payout will be mailed to the member's family or his or her beneficiary in the case of a Bereavement or to the member only in the case of a Hurt Member only. Payout to beneficiary will be at the rate beginning at \$250.00 and will be increased as the fund builds by the Executive Committee of Iron Workers Local Union No. 387 only. Each Hurt Member is eligible to receive a payout once per calendar year.
- (F) The operation of the Bereavement & Hurt Member Fund herein provided for shall be the sole responsibility of Iron Workers Local Union No. 387 and in no event shall any liability of any nature whatsoever accrue to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers as a result of the operation of this fund.

**Section 8.**

- (A) Local Union No. 387 shall set aside \$0.05/hour to establish a recreational fund to be used for an annual picnic.
- (B) To establish this fund and to hold the first annual picnic, \$30,000 shall be transferred from the General Fund for the purpose of holding the first picnic.
- (C) The Executive Committee shall approve all expenditures prior to accepting bids or making reservations.

**Section 9. Long Term Disability Fund.**

- (A) Local Union No. 387 shall start a Long Term Disability Fund to benefit those members having received injuries that prevent active employment for a period of not less than three months. This benefit shall be funded through the working assessment and shall be for long term injured members of Local Union No. 387 only.
- (B) A set amount will be paid from the General Fund to the Long Term Disability Fund for each hour worked within the jurisdiction of Iron Workers Local Union No. 387 each month.

January 2019-December 2019	\$0.01/hr. worked
January 2020-December 2020	\$0.02/hr. worked
January 2021-December 2021	\$0.03/hr. worked

- (C) To receive Long Term Disability Benefits, the member shall have been injured after the commencement of this fund, the member shall have been unable to work for the previous three months due to injuries that prevent employment, the member must have been actively employed in the 387

jurisdiction not less than one month prior to the injury, and the member must make application for benefit.

- (D) Checks for payout will be delivered to the member only. Rate of Long Term Disability Fund shall be \$100.00/month, not to exceed \$2,400 per application, and must be approved by the Executive Committee of Iron Workers Local Union No. 387. Upon release from medical treatment, the injured member shall be required to notify Local Union No. 387 and benefit payments will cease.
- (E) The operation of the Long Term Disability Fund herein provided for shall be the sole responsibility of Iron Workers Local Union No. 387 and in no event shall any liability of any nature whatsoever accrue to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers as a result of the operation of this fund.

## **ARTICLE IX**

### **APPOINTMENT OF COMMITTEES**

#### **Section 1.**

The President shall, in accordance with the provisions of Article XXVI, Section 2 of the International Constitution, appoint all Committees, and shall act as ex officio member of all such Committees.

## **ARTICLE X**

### **CHARGES AND TRIALS**

#### **Section 1.**

Charges against any member of this Local Union for violation of any of the provisions of these By-Laws or any provision of the International Constitution may be brought and processed in accordance with the provisions of Article XXVI, Section 14 of the International Constitution.

#### **Section 2.**

Any member who willingly destroys or defaces any Union property, including membership cards, bulletin boards or bulletins, shall be subject to charges in accordance with the provisions of Article XXVI, Section 14 of the International Constitution; and if found guilty, such member shall be fined not less than fifty dollars (\$50.00) and shall be charged with the cost of repair of such damages or replacement of damaged property.

#### **Section 3.**

Should it come to the attention of the President or Executive Committee that any member of this Local Union has violated any of the provisions of these By-Laws or International Constitution and no charges have been preferred against such member, it shall be the duty of the President or Executive Committee to prefer charges and proceed in accordance with the provisions of Article XXVI, Section 14 of the International Constitution.

#### **Section 4.**

All charges shall be filed and trials shall be conducted strictly in accordance with the provisions of Article XXVI, Section 14 of the International Constitution.

#### **Section 5. Standards of Excellence.**

Any member who violates the provisions of the Ironworkers' Standards of Excellence shall be subject to charges in accordance with the provisions of Article XXVI, Section 14 of the International Constitution. If found guilty, such member may be fined for the first offense no less than one hundred dollars (\$100.00) or no more than one (1) day's pay including fringe benefits and working assessments.

### **ARTICLE XI**

#### **AMENDMENTS**

#### **Section 1.**

These By-Laws may be amended as follows: All amendments must be presented, in writing, in the form of a Resolution and signed by the member or members submitting the amendment or amendments. The Resolution to amend must set forth, specifically, the revisions, additions, or deletions proposed, and shall be read at three (3) consecutive meetings of the Local Union. If the proposed amendment or amendments receive a majority vote of all members present at the third consecutive meeting, copies of such amendment or amendments shall be forwarded to the General Secretary for presentation to the General Executive Board and shall not become effective unless or until approval of same has been received by the Local Union from the General Executive Board.

#### **Section 2.**

Any amendment presented to the membership of the Local Union which relates to financial matters must be voted on by secret ballot.

## **ARTICLE XII**

### **EFFECTIVE DATE**

These By-Laws, when approved by the General Executive Board of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, shall become effective immediately upon receipt of notification of such approval, and all previous By-Laws, if any, shall thereafter be considered null and void and shall have no further force or effect.

**Approved by the General Executive Board on November 15, 2021.**



**AMENDMENT PAGE**

**AMENDMENT PAGE**

**AMENDMENT PAGE**

## NOTES

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