

**Constitution and By-Laws
of the
International Union of
Elevator Constructors**

**Local No. 18
Organized 1905**

Revised September 2024

Table of Contents

Article I	Name, Affiliation, and Jurisdiction	1
Article II	Objectives	2
Article III	Meetings	3
Article IV	Officers	8
Article V	Duties of Officers	10
Article VI	Presiding Officials	21
Article VII	Alternates to the Executive Board	22
Article VIII	Correspondent to the Journal	23
Article IX	Committees	23
Article X	Delegates	27
Article XI	Vacancies in Office	28
Article XII	Removal from Office	29
Article XIII	Nomination, Election, and Installation of Officers and Delegates	30
Article XIV	Property	37
Article XV	Membership	39
Article XVI	Revenues	44
Article XVII	Duties of Members	55
Article XVIII	Safety	60

Article XIX	Charges, Trial, Discipline and Penalties	62
Article XX	Grievances and Strikes	71
Article XXI	Amendments and Resolutions	72
Article XXII	Savings Clause Constitution	74

Article I

Name, Affiliation, and Jurisdiction

Section 1. Name and Affiliation

- a. This organization shall be known as the International Union of Elevator Constructors, Local No. 18.
- b. This local has been issued a charter by the International Union of Elevator Constructors and is subject to the constitution, bylaws, rules, regulations, and practices of the International Union of Elevator Constructors.

Section 2. Gender Disclaimer

Whenever any words are used in this Constitution and Bylaws in the masculine gender, he/she shall be construed as though he/she is also used in the feminine gender or neuter gender in all situations where he/she would so apply.

Section 3. Jurisdiction

- a. The Primary Jurisdiction of Local 18 shall include that area within a circle with a fifteen (15) mile radius of the City Hall of Los Angeles.
- b. Sub-primaries established will include that area within a circle with a fifteen (15) mile radius from the City Hall in San Diego, California and a fifteen (15) mile radius from the City Hall in Las Vegas, Nevada.
- c. The secondary jurisdiction of Local 18 has been granted to include all that area in the State of California, south of the Tehachapi line, and that portion of Nevada, east 118-degree meridian to the Utah Border and south of the 39th degree North Latitude to the Arizona and California Border.

Article II

Objectives

The purpose and objectives of this Local Union are:

1. To implement the exercise of the natural right of workers to organize that he/she may more securely work with dignity.
2. To enable its members to participate actively in self-government.
3. To unite one Local Union of workers eligible for membership, regardless of religion race, creed, color, national origin, age, or sex.
4. To secure improved wages, hours, working, conditions, and other economic advantages for the members through collective bargaining, advancement of our standing in the community and in the labor movement and through other lawful methods.
5. To provide educational advancement and training for officers, employees, and members.
6. To safeguard and promote the principle of free collective bargaining, the rights of workers, and the security and welfare of all the people by political, educational, and other community activity.
7. To protect and strengthen our democratic institution and preserve and perpetuate the cherished traditions of democracy.
8. To protect and preserve the union as an institution in the performance of its legal and contractual obligations.

Article III

Meetings

SECTION 1.

- a. The regular meeting of this Local shall be held on the second Wednesday of each month, at 6:00 p.m. at such a place as shall have been selected by the Local.
- b. No notice of regular meetings shall be required.

SECTION 2. INFORMATIONAL MEETING

- a. A monthly area informational meeting will be held in San Diego and Las Vegas for the membership in those areas. Also, a quarterly area information meeting will be held in Santa Barbara–Ventura and Riverside–San Bernardino for the membership in those areas.
- b. Three (3) presiding officials (Chairperson, Area Recording Secretary and Sergeant at Arms) shall be elected from the San Diego and the Las Vegas Area meetings.
- c. The elections for these officials shall be held in the following months: San Diego shall be in August and Las Vegas shall be in November.
- d. Both areas shall hold nomination meetings two (2) months prior to the elections of their Area Officials, and the elections shall be secret ballot.
- e. At the Quarterly area's meetings, the presiding business representative may appoint a member (at each meeting) to record the minutes.

SECTION 3. SPECIAL CALLED MEETING

- a. At the direction of the Executive Board or upon written request of not less than 50 members, the President shall call a Special Called Meeting of the Local.
- b. The membership shall be notified in writing, at least fifteen (15) days prior to the Special Called Meeting, of the business to be transacted.

SECTION 4. QUORUM

- a. A quorum for transacting any business by the Local shall consist of not less than 50 members present at any Regular or Special Meeting.
- b. No action of any meeting shall be invalid for lack of quorum unless the question of lack of quorum was raised before such action was taken.
- c. A Regular Meeting may transact all business coming before it without prior notice of the business to be transacted; except as otherwise specifically provided by the Constitution and Bylaws.

SECTION 5. MOTION TO RECONSIDER

- a. A motion to reconsider cannot be made at the same meeting.
- b. It must be submitted to the President in writing, with twenty-five (25) signatures of members in good standing and held over until the next meeting.

SECTION 6. MEMBERS WISHING TO SPEAK

- a. When a member wishes to speak, he/she shall arise and address the Presiding Officer in the following manner:
 - 1. Give his/her name and Local and confine himself/herself strictly to the merit of the question under consideration.
 - 2. He/she shall not be interrupted while speaking, unless by the Presiding Officer who may call him/her to order.
- b. No member shall be allowed to speak more than twice on the same subject.
 - 1. No more than half an hour shall be devoted to a debate unless the house decides by a two-thirds vote.
- c. All International cardholders who are not a member of Local 18, or Honorary Members shall leave the voting area of the meeting during any standing vote, as these members are not allowed to vote.
- d. No member shall attend a meeting under the influence of alcohol or any controlled substance nor conduct himself/herself while at the meeting in such a manner as to interfere with the proper and orderly conduct of the business of the Local
- e. He/she must comply with and obey all requests or orders by the Presiding Officer pertaining to the conduct of the meeting and at no time use vulgar or profane language nor make any slanderous statements or accusations toward any member or officer of the Local or of the International Union.
- f. Any member entering the meeting, who, in the opinion of the chairman, is under the influence of alcohol or a controlled substance, shall be ejected.

- g. Any member who uses profane or unbecoming language during the meeting or who otherwise disrupts the meeting shall be admonished by the Presiding Officer and if he/she shall again offend, he/she shall be excluded from the room and may be subject to disciplinary action under Article XVIII of the IUEC Constitution and Bylaws.
- h. No members holding managerial, superintendent, or ownership positions shall be allowed entrance to meetings. Members who are not in good standing shall not be allowed entrance to meetings.

Section 7. Discipline at Meetings

The Presiding Officer may discipline members who unwarrantably obstruct and interfere with the orderly conduct of the meeting.

Section 8. Roberts Rules of Order

Robert's Rules of Order shall be the guide and authority for the method of conducting the affairs of the Local at its meeting. unless otherwise provided, either by the laws, practices, or by vote adopted by this Local.

Section 9. Order of Business

1. Opening of the Meeting
2. Salute to the Flag
3. Roll Call of Officers
4. Reading of the Minutes of the last meeting

5. Initiation of Candidates
6. Business of Special Called Meeting, if required
7. Financial Reports
8. Business Managers Report
9. Area Business Representatives Report
10. Sick report
11. Delinquency report
12. Executive Board report
13. Reports of Committees, Delegates, and Officers
14. Unfinished Business
15. New Business
16. Good and Welfare
17. Adjourn

Article IV Officers

Section 1.

The Officers of this Local shall consist of

1. President
2. Vice President
3. Recording Secretary
4. Financial Secretary
5. Treasurer
6. Three Trustees
7. Warden
8. Business Manager
9. The Executive Board consists of nine members.

These Officers shall be elected in accordance with the provisions of Article

X. All Officers shall be elected for a term of one (1) year unless otherwise specified.

Section 2. Terms of Office

- a. Officers shall serve out their term of office until their successors are elected, installed, and duly qualified.
- b. If this local is placed under international supervision, the terms of office of said Officers shall automatically expire.
- c. The Business Manager and Trustees shall serve for a term of three (3) years.
- d. The Trustee term of office shall not exceed two (2) consecutive terms.
- e. The Trustees shall be elected in such a manner that the term of one (1) Trustee shall expire at the end of each year.
- f. The members of the Executive Board shall serve for a three (3) year term of office not to exceed one (1) term consecutively. Any member may be elected to the board that has not served the previous term.
- g. Three (3) members are to be elected to the board the first year and three (3) members each year thereafter.
- h. No Business Agent or any member may hold more than one elected office at the same time.
- i. A Business Agent may not hold the office of Trustee or Executive Board.

Section 3. Filling a Vacant Term

If for any reason a candidate elect does not fill the elected position, the position shall be declared vacant and be filled according to Article XI of the IUEC Local 18 Constitution and Bylaws. Any position with a term limitation that is replaced by appointment under one (1) year will not constitute an

elected term; over one (1) year will constitute an elected term.

Section 4. Requirements of Law

All Officers of the Local must, as a condition of holding office, execute all necessary forms required by law to be filed with any state or Federal Agency, either for or on behalf of the Local, or as an officer or employee thereof. Officers shall be bonded as required by law.

Section 5. Indebtedness

No Officer or members shall be empowered to contract any indebtedness unless authorized by the Local.

Article V Duties of Officers

Section 1. President

- a. It shall be the duty of the President to preside at all Regular and Special Called Meetings of the Local.
- b. Conduct the same in accordance with parliamentary rules.
- c. Rule on all questions of law, procedure and points of order, have the deciding vote in case of a tie, announce the results of all votes and enforce due observance of order.

- d. He/she shall enforce the provisions of the International Constitution and the Bylaws, also all duly adopted rules, resolutions, and regulations of the Local.
- e. He/she shall appoint all committees, unless directed otherwise by the Local.
- f. He/she shall examine and sign all official documents, requiring his/her signature.
- g. He/she shall pay for all orders for bills, which have been legally contracted for and approved by the Executive Board and passed for payment by the Local, if the Financial Secretary or Treasurer are not available, Per Article XIV Sec. 3 c.
- h. He/she shall exert general supervision over the interests of the Local and perform such other duties as may be required of him/her by the Local Union consistent with the provision of this constitution and the policies of this Local and International.

Section 2. Vice President

- a. It shall be the duty of the Vice President to assist the President in conducting the meetings of the Local.
- b. In the absence of the President, he/she shall in every respect discharge the duties of the President.
- c. He/she shall perform such other duties as may be assigned to him by the Executive Board for the welfare of the union, not inconsistent with the Constitution and Bylaws.

- d. He/she shall be Chairperson of the interviewing committee, for new candidates.
- e. He/she shall obtain the names of the candidates awaiting initiation and will instruct the candidates on procedures of the local and conduct the candidates through the initiation ceremony.

Section 3. Recording Secretary

- a. It shall be the duty of the Recording Secretary to keep a correct account of all proceedings of the Local.
- b. Receive and record the reports of all committees.
- c. He/she shall also perform such other duties as are required by the Local.
- d. He/she shall record attendance at meetings.
- e. At the expiration of his/her term of office, or when called upon by the Local, he/she shall deliver to his/her successor in office, or the Trustees, all property in his/her possession.

Section 4. Financial Secretary

- a. It shall be the duty of the Financial Secretary to oversee a correct account of each member's indebtedness and to receive the monies due the local, giving a numbered receipt for the same.
- b. He/she shall submit the books and accounts to the auditors for examination yearly.
- c. The Financial Secretary shall maintain at the Union Office a copy of the Standard Agreement and a copy of any Local Agreements the

local may have, together with all annual and financial reports required to be filed under the Management Reporting and Disclosure Act of 1959, as amended.

- d. The Financial Secretary shall make available for inspection by a member at the Local Union's principal office, during regular business hours, any of the reports or agreements, which are subject by statute, for inspection by Union members.
- e. He/she shall pay for all orders for bills, which have been legally contracted for and approved by the Executive Board and passed for payment by the Local, if the Treasurer or President is not available. Per Article XIV Sec.3 c.
- f. At the expiration of his/her term of office, he/she shall deliver to their successor in office, or to the Trustees, all property of the Local in their possession.

Section 5. Treasurer

- a. He/she shall pay for all orders for bills, which have been legally contracted for and approved by the Executive Board and passed for payment by the Local. Per Article XIV Sec. 3 c.
- b. He/she shall keep the correct amount of the receipts and disbursements and file his/her vouchers.
- c. He/she shall file a written report monthly to the local of the amount of his/her receipts and disbursements for insertion in the minutes, and the amount of funds held in the name of the Local.
- d. He/she shall submit his/her accounts to the auditors yearly.

Section 6. Warden

- a. The Warden shall examine all present at the meeting and report to the President all those without a paid-up card.
- b. He/she shall have charge of the door at all meetings and see that only members and probationary apprentices shall enter. He/she shall be furnished with an assistant when necessary.
- c. He/she shall be responsible for the mandatory six (6) meeting sign-out sheet.

Section 7. Trustees

- a. The Trustees shall have supervision of all funds and property of the Union subject to such instructions as he/she may receive from time to time from the Union.
- b. It shall be the duty of the Trustees to see that the Treasurer deposits in such Banks as the Union may decide all monies over and above such sum as the body may decide shall remain in his/her hands for current expenses or legal bills.
- c. The Trustees shall examine the bankbooks of the Treasurer to see that they are correct and shall report yearly to the body.
- d. The Trustees shall prepare and execute the bonds in such sum as the local may direct.
- e. The Trustees shall perform such other duties as the Local may direct.

- f. The Trustees shall conduct all secret ballot elections, appoint election committee and submit to the President for approval. Appointed members will serve on the Election Committee on a per-election basis.

Section 8. Executive Board

- a. The Executive Board shall consist of nine (9) members of the local, five (5) of whom will constitute a quorum.
- b. They shall elect their own Chairperson and Recording Secretary from among their own members.
- c. The regular meeting of the Executive Board shall be held within ten (10) days prior to the Regular Meeting.
- d. Special Called Meetings of the Executive Board shall be called by the Recording Secretary of the Local when a request has been made in writing for such special called meeting either by the President, Business Manager or Chairperson of the Executive Board.
- e. When the Executive Board meets for any reason, if there is an open seat, the alternates to the Executive Board will assume all empty seats to provide the largest number of Executive Board members available but will always maintain an odd number of votes to provide a decision.
- f. The Executive Board has no authority to act on its own motion or to run the affairs of the Local and may only transact such business as is referred to it by the Local Union or the Business Manager.
- g. The Executive Board shall investigate or decide all grievances, charges, and appeals submitted to them in due form. The report and recommendations of the Board will be read by the Chairman of the Executive Board to the membership at a union meeting.

- h. Due form for all charges and appeals shall be and include if applicable:
 - 1. A legible printed or typed request presented in person when practical.
 - 2. Canceled check, or copy thereof (both sides)
 - 3. All envelopes with post-mark shown. All returned mail, envelope included.
 - 4. All paycheck stubs.
 - 5. Any witnesses if necessary.
 - 6. The Local's business office shall provide all documentation pertinent to the issue in question.
- i. If necessary, the Business Manager/Business Rep may request applicable company paperwork in accordance with the Standard Agreement to satisfy an investigation of the facts.
- j. The Chairman of the Executive Board shall read all reports and recommendations of the Executive Board at each General Meeting.
- k. If at any time, the Executive Board shall deem a new law necessary to govern the Local, in a manner not provided for, it may submit an amendment to the Constitution together with its recommendation at a regular meeting for adoption in accordance with Article XVII.

- l. All excuses of the members of the Executive Board for non-attendance at a regular or special meeting shall be submitted to the Executive Board for their decision.
- m. Each Executive Board member may assume the obligation to attend at least one informational meeting per year in each sub-primary area. This attendance is extraneous to any organized Local function or annual Local Officer visits planned.
- n. Each year, the Executive Board will develop a schedule that at least one Executive Board member may attend each sub-primary Informational Meeting. The Alternates to the Executive Board will be included in this rotation.
- o. Expenses and lost wages incurred while traveling to the sub-primary meetings may be reimbursed.
- p. All members present at Executive Board meetings must vote on every motion submitted, including the Executive Board Chairperson. This must be a recorded vote. Failure to do so by any member, he/she shall be declared absent from said meeting and after two (2) failures to vote or three (3) absences from meetings in a one (1) year period without an Executive Board approved excuse, shall be replaced by the first alternate.
- q. The Executive Board shall review and approve a list of all bills monthly, requiring payment.

- r. The Executive Board will review the Business Representative(s) annually. This review shall be held during the first quarter of each calendar year.

Section 9. Business Manager

- a. The Business Manager of the Local Union, by his/her election to the office of Business Manager, shall be a delegate to the Central Bodies and the Building and Construction Trades Councils, and the International Union of Elevator Constructors General Convention.
- b. The Business Manager shall appoint and have jurisdiction over all Stewards, also protect them in their duties to maintain discipline among the members.
- c. The Business Manager meets in daily contact with the public and the employers and shall have charge of the business of the Local between meetings.
- d. The Business Manager shall vigilantly protect the trade jurisdiction of the Elevator Constructors in the Elevator Industry in his/her locality.
- e. He/she shall enforce the Standard Agreement and shall adjudicate all grievances between members of his/her Local Union and their employers with justice and fairness.
- f. He/she shall foster and promote the employment of members of the Local Union.
- g. He/she shall make a report at each meeting on the number of members out of employment who have reported, shall state the conditions of trade and other matters that are of interest to the Local. His/her report

must be in writing and turned over to the Recording Secretary at each meeting.

- h. He/she must keep regular office hours and hire or dismiss such office personnel as needed.
- i. Beginning January 1, 1991, under no circumstances can office personnel be hired who are related to any member. Also, under no circumstances can office personnel be hired from any elevator company or be an employee or relative of any elevator employer.
- j. All office employees shall work under the direct supervision of the Business Manager and will be paid according to their said contract unless adjustment is passed by the body.
- k. He/she shall read all documents and correspondence to the Local and conduct all correspondence of the Local not otherwise provided for and he/she shall be held responsible for their safekeeping and prompt delivery to his/her successor in office.
- l. He/she shall attest to the signatures of the President, Treasurer and Financial Secretary on all orders passed by the Local.
- m. He/she shall maintain a record of all members with their last known address, said record shall not be open to inspection by any member or person except to the extent as required by law.
- n. He/she shall have charge of the Seal of the Local and attach the same to all documents requiring authentication.
- o. He/she shall present at the meetings the names of members who may be in arrears for dues, fines or other property and he/she shall furnish the Financial Secretary with a list of such delinquents and

shall issue no cards until delinquents are fully paid up.

- p. He/she shall receive Mechanic in Charge rate of pay, based on fifty-two (52) hour week, Health, Welfare, Pension Plan, and vacation benefits as per Standard Agreement.

Section 10. Business Representatives

- a. Nominations for the Business Representative(s) will be made by the membership.
- b. He/she will be reviewed by the Executive Board and their findings presented to the Business Manager.
- c. The Business Manager will then make his/her selection, and final approval will be made by the membership.
- d. He/she shall be the Business Representatives and under the direct supervision of the Business Manager.
- e. He/she will be subject to removal by the Executive Board. This removal shall not be construed as a grievance against this member.
- f. To qualify, a member must have been a member in good standing for not less than three (3) years in this Local immediately prior to his nomination.
- g. He/she shall receive construction mechanics pay, based on fifty-two (52) hours per week, Health, Welfare, Pension Plan, and vacation benefits as per the Standard Agreement.
- h. He/she will attend, where possible, all meetings of the Executive Board and Officers meetings, to make a report or answer questions as to his/her activities on behalf of the local union.

- i. He/she will, in the absence of the Business Manager, attend the Local Union's business and make all reports to the Executive Board and to the Local Union body at Regular or Special Called meetings.

Section 11. Officer Reimbursement

- a. All officers of this Local shall receive reimbursement for all lost wages/ expenses incurred for the performance of their duties required by the Local Constitution and Bylaws, up to sixteen (16) hours each month. If more than sixteen (16) hours are needed, prior approval of the Business Manager is required.
- b. He/she shall receive payment for expenses incurred upon a written itemized voucher, accompanied by receipts and pay-stubs documenting expenses and lost time, and approved by the body, as per the Local Constitution and Bylaws.

Article VI Presiding Officials

Section 1. Presiding Officials

- a. Chairperson
- b. Area Recording Secretary
- c. Sergeant of Arms

Section 2. Duties

- a. A Chairperson elected from the membership in a sub-primary area shall preside at that same area's meetings.
- b. His/her duties shall be restricted to his/her area's meetings.

- c. He/she shall conduct the meeting on behalf of the President of the Local and shall be treated as such.
- d. An Area Recording Secretary elected from the membership in a sub- primary area shall record the minutes of that same area's meetings. He/she shall submit those records to the area Business Agent or an Officer of the Local, for submission to the Local's Business Office.
- e. A Sergeant of Arms elected from the membership in a sub-primary area shall have charge of the entry door at the same area's meetings. He/she shall check the quarterly working card of all who wish to enter.
- f. He/she shall maintain discretionary order at the direction of the Chairperson, Business Agent, or an Officer of the Local.
- g. These three "Presiding Officials" shall be afforded the same respect and authority as the Officers of Local 18.
- h. A "Presiding Official" cannot also be an Officer of this local at the same time.
- i. In San Diego and the Las Vegas jurisdictions of Local 18 the Interviewing Committee shall be the Business Representative and the Presiding Officials of the informational meeting.

Section 3. Terms

The presiding officials shall serve a one-year (1) term.

Article VII

Executive Board Alternates

Section 1. Alternates Term of Duties

- a. The Alternates to the Executive Board shall be the two (2) runners-up in the election to the Executive Board and shall serve for a one (1) year term.

- b. All runners-up shall be moved up by order of vote count as Alternates fill Executive Board Officer vacancies.
- c. The Local Union, at the time of elections, shall elect alternates to the Executive Board.

Section 2 Duties

- a. Alternates to the Executive Board will have all the rights, responsibilities, and privileges, of Interviewing Committee members until he/she permanently fills an executive board vacancy.
- b. He/she will be selected to serve in case of disability, resignation, or unavailability for any reason of the regularly elected Executive Board members.

Article VIII Journal Correspondent

The Local shall select a correspondent to the journal for a one-year (1) term from the active membership or honorary retirees. They shall be selected and approved by the membership present at the January union meeting.

Article IX Committees

Section 1. Appointment of Committees

- a. The President, upon recommendation of the Local, may establish such committees as desired.

- b. All committees shall perform their duties assigned to them within the time specified and shall report to the President.
- c. No member shall be excused by the President unless he/she is already a member of some other committee.

Section 2. Chairing Committees

The first person named on committee shall act as a Chairman until said committee meets. Its members can then elect a permanent Chairman.

Section 3. Removal from a Committee

Any member of a committee who is absent from three (3) consecutive meetings shall stand suspended from said committee and report to the President and an alternate shall be appointed by the President.

Section 4. Discharge of a Committee

In no case shall a committee be discharged until a full and complete report and account of all transactions has been made to the Local.

Section 5. Interviewing Committee

- a. The Interviewing Committee shall consist of the Vice President, two (2) members appointed by the President and the two (2) alternates to the Executive Board and shall serve until the next election.

- b. This Interviewing Committee shall interview all Transferees, Re-Depositors and new candidates for membership and their vouchers.
- c. He/she shall investigate all matters as the Local may direct.
- d. The Vice President shall be the Chairman, and direct this Committee, and shall report the findings of all interviews and investigations to the Executive Board.
- e. In the San Diego and the Las Vegas jurisdictions of Local 18 the Interviewing Committee shall be the Business Representative and the Presiding Officials of the informational meetings.
- f. The Business Representative shall be the Chairman of the Interviewing Committee in San Diego and Las Vegas.
- g. All Interviewing Committees will report their findings to the Executive Board for approval by the body for acceptance.

Section 6. Constitution and By-Laws Committee

- a. The committee shall consist of the Delegates and Alternates that were elected to the last International Convention.
- b. All Proposed Amendments or Resolutions that alter this Constitution and By-Laws shall be submitted in accordance with Article XVII, to this Committee for review.
- c. The Constitution and Bylaws committee shall meet either in person or when not available by teleconference or Internet-based meeting room, to conduct any business brought to it.
- d. Five of the nine Constitution and Bylaws Committee members shall constitute a quorum for conducting business.

Section 7. Committee on Political Education (COPE)

Local 18 shall establish a COPE Committee, which will have a minimum of two (2) meetings per year. This committee shall be made up of volunteers who are approved by the President.

Section 8. Political Action Committee (PAC)

Local 18 shall establish a PAC Committee, which will have a minimum of two (2) meetings per year. This committee shall be made up of volunteers who are approved by the President.

Section 9. Organizing Committee

Local 18 shall establish an Organizing Committee, which will have a minimum of two (2) meetings per year. This committee shall be made up of volunteers who are approved by the President.

Section 10. Election Committee

- a. The election Committee will consist of the Trustees not on the ballot for election and may consist of any member in good standing not on the ballot.
- b. The senior most Trustee will serve as Chairman.
- c. There will be five committee members, and the Trustees will submit names for the committee, to be approved by the President, immediately after the close of nominations.

- d. If no Trustee(s) are available, the five committee members will elect a chairperson from amongst themselves.

Section 11. Reimbursement

- a. Members serving on committees shall be reimbursed if compelled to lose their regular time for said duties and shall receive pay from the Local. No committee representative, officer, presiding official or any other member of the Local shall receive more than his/her regular wages and shall receive payment for expenses incurred upon receipt of written itemized voucher, accompanied by receipts and paystubs documenting expenses and lost wages.

Article X Delegates

Section 1. Business Manager

In addition to the Business Manager who by his/her election to office is a delegate to Central Bodies, the Building and Construction Trades Councils and to all Labor Conventions, all other delegates to the Central Body and Building Construction Trades Council shall be elected by secret ballot for three (3) years, and every three (3) years thereafter.

Section 2. Election of Delegates

Delegates to the International Convention shall be elected by the Local Union in accordance with the provisions of Article XIII.

Section 3. Reports to the Body

All delegates shall be required to make a report to the body on all meetings and conventions attended.

Article XI Vacancies In Office

Section 1. Business Manager

A permanent vacancy in the Office of the Business Manager by reason of death, resignation or otherwise shall be filled on a recommendation from the Executive Board and approved by the membership at the next regular meeting. This appointment shall be effective until the next yearly election.

Section 2. Executive Board

A permanent vacancy on the Executive Board shall be filled with the first (1st) alternate by the vote count.

Section 3. Elected Office

A permanent vacancy in any other elective office shall be filled by appointment from the President with the majority approval of the membership present at the regular meeting. The appointed successor will fill the remainder of the current term of which he/she was appointed.

Section 4. Chair Appointment Pro Temp

During the temporary absence of any officer, the President/Chair may appoint to fill the vacancy pro tempore.

Section 5. Vacancies at the Meeting

In the absence of both the President and Vice President, the Recording Secretary shall call the meeting to order and appoint a Chair pro tempore.

Article XII

Removal From Office

Section 1. Local Union Officer

If any Local Union Officer fails to attend three (3) Local Union meetings in a twelve-month period, without reasonable excuse, his office shall be declared vacant by the Local Union.

Section 2. Executive Board

If any Executive Board member or other Local Union Officer is required to attend Executive Board meetings, shall fail to attend three (3) Executive Board meetings in a month period, without reasonable excuse, his office shall be declared vacant by the Local Union.

Section 3. Trials

Officers of a Local Union may be removed from office, for just cause, after notice and trial in accordance with Article XIX of this Constitution and Bylaws.

Article XIII
Nomination, Election, and
Installation of Officers and Delegates

Section 1. Nomination Meeting

- a. The nomination of Officers shall be held at one (1) Special Called Meeting in April. The notice of nominations and elections shall be prepared and mailed to all members in good standing at their address on file with the Local. The notice shall specifically state the date, time and place of the nomination meeting, the election and the offices to be filled.
- b. All members in good standing shall have the right to nominate, vote for or otherwise support the candidate of his/her choice.

Section 2. Eligibility

To be eligible for nomination, a member must have been a member in good standing of this Local Union for two (2) years, immediately prior to nomination, as defined by the currently approved International Union of Elevator Constructors Constitution and By-Laws.

Section 3. Multiple Nominations

When there are two or more candidates for an office or delegate their names will appear in an order drawn by lot at the close of nominations.

Section 4. Improper Use of Funds

No funds or property of this Local shall be loaned, given, or expended to promote, support, endorse, assist, or oppose, directly or indirectly, the candidacy of a member seeking or retaining office in the International Union or any of its Local Unions, joint boards, or subordinate organizations.

Section 5. Elected Unopposed

Candidate(s) running unopposed name shall appear on the ballot as “elected unopposed” and shall be sworn in at the June Special Called Union Meeting.

Section 6. Accepting the Nomination

Candidates must be present at the nomination meeting unless a candidate has a good and sufficient reason for not being present, such as illness, in which event the candidate shall submit to the Chair, a written statement acknowledging that, if nominated, he/she will accept the nomination.

Section 7. Local Union Office

The Local Union Office shall have available all books, records and other information required for the Trustees to establish the eligibility of each candidate, such as length of membership, good standing, payment of dues, at close of nomination. As candidates are nominated, their standing in the local shall be checked by the Business Manager or his/her designee before the Presiding Officer permits the nomination to be listed. Candidates shall sign a statement of fact that he/she will meet the requirement of Federal Law.

Section 8. Conducting the Election

- a. It shall be the duty of the elected Trustees with the assistance of the election committee of the Local Union to conduct the election.
- b. It shall be their duty to safeguard the secrecy and honesty of the election, prepare and count the ballots and announce the results of the election in a signed statement, and declare offices vacant in which there were no nominations.
- c. After the ballots have been counted, the Trustees shall enclose the ballots in a sealed package and said package and other records pertaining to the election shall be delivered to the Business Manager who shall preserve them intact for a period of (1) year, at the Local Union Office.

Section 9. Eligible to Count Ballots

No member nominated for an office or a delegate position during the current election may participate in the preparation, counting and recording of the secret ballot, whether he/she be elected or appointed.

Section 10. Candidates or Supporters Conduct

- a. Candidate(s) for a Local Union office or persons in support of candidates for office will not be allowed to use Local Union vehicle(s) for transportation while campaigning.
- b. Paid Union officials shall be on vacation for the entire day any time that he/she is campaigning and will not take part in Union business during this time.

- c. Candidate(s) for a Local Union office or persons in support of candidates for office will not be allowed to use company vehicles, company paid time or equipment for campaigning.
- d. No Company shall be allowed to support any candidate.

Section 11. Conducting the Election

- a. The election of officers shall be by secret mail in ballot.
- b. After the close of the nominations the Trustees shall prepare and mail a ballot to the last known address of all members.
- c. The ballots shall be picked up at noon from the US Post Office on the day of the June Special Called Union Meeting and counted prior to the meeting.
- d. Only members in good standing shall have their ballots counted.
- e. The election results will be read at the June Special Called Union Meeting.
- f. All ties will be decided by flip of a coin.
- g. Any member may request a new mail in ballot in writing.

Section 12. Election of Delegates to the Convention

- a. All elections of Delegates to the International Convention shall be in accordance with the International Constitution and Bylaws.
- b. The election for Delegates to the International convention shall be by

mail in ballot.

- c. Nominations will take place at the July Special Called Union Meeting.
- d. The voting process will be handled the same as laid out in Article XII except results will be tabulated and read at the September Special called Union Meeting.

Section 13. Election of Executive Board

- a. Where the Local Union has two or more candidates for the Executive Board or the International Convention to be elected, the candidates receiving the highest number of votes shall be declared elected to the open offices.
- b. The candidates receiving the next highest number of votes shall be alternates in order of their finish.

Section 14. Post Office Box and Handling of the Ballots

- a. Each member shall be entitled to one vote.
- b. There will be no voting by proxy and no write-in votes.
- c. Anything but marks in the appropriate box will invalidate the ballot.
- d. The Trustees of the Local Union shall supervise the rental of a Post Office Box prior to the election, which shall not be accessible until noon on the day of the election.
- e. At least two (2) Trustees along with any Election Committee members or observers, who wish to be present, shall retrieve the ballots from the Post Office and bring the ballots to the Local Union Office.

- f. Any candidate may have an observer at the counting of the ballots, and or accompanying the Trustees when securing the secret ballots from the Post Office.
- g. Only ballots cast by members in good standing shall be counted.
- h. The results shall be read at the June Special Called Election Meeting.

Section 15. Appointment of the Chair to Open Seats

The Trustees of the Local at the end of either a one year, or a three-year, term of office shall declare the office vacant if no one runs for the office, the office will be filled by appointment from the President with the approval of the body.

Section 16. Election Complaints

- a. In cases of an election complaint, the complaining member or candidate shall submit his/her complaint in writing to the Recording Secretary within seventy-two (72) hours after the election results have been announced.
- b. Such a complaint shall be heard and determined promptly by the Local Executive Board. The decision of the Local Executive Board may be appealed to the General President.
- c. A new election may be ordered only if it is determined that the matter complained about might reasonably have changed the result of the election.

Section 17. Installation of Officers

Installation of Officers shall take place at the meeting in June and in case an Officer does not appear for installation without legitimate excuse within two (2) regular meetings after the time provided for installation, his/her office shall be declared vacant. The Executive Board shall determine what a legitimate excuse is.

Section 18. Unable to conduct nominations

In the event the Local is unable to meet at the time of nominations, nominations will be made in the following manner:

- a. The Trustees will send out a notice to each member at the address on file in the Union office notifying the member that nominations will be by mail in only and give instructions on how to fill out the nomination form that will be enclosed with the letter.
- b. A member nominating another member will include their name and International number and the nominee's name and International number and the position they are being nominated for.
- c. A member accepting a nomination will need to fill out and return an acceptance form accepting the nomination including his/her name, International number and position they are accepting nomination for.
- d. A separate acceptance form will be needed to be returned for each different nomination.

Article XIV

Property

Section 1. Expiration of Term

All Officers, at the expiration of their terms in office, when removed, or when their office is declared vacant, shall deliver to their successors or Business Manager all books, papers, money, or other property in their possession. He/She shall not be relieved from their obligations until this law is complied with.

Section 2. The Funds of the Local or Property

- a. The funds of the Local shall be used only for such purposes as are specified in the Constitution and Bylaws and as may be required to transact and properly conduct its business, such as payment of salaries, purchasing of stationery, books, cards, printing, payment of rent, or any legally authorized bills against the local.
- b. Vehicles shall be furnished for the personal use of the Business Manager, Business Representatives and Organizer(s) in carrying out their official duties.
- c. Automobiles shall be UAW made and purchased by the Business Manager under the supervision of the Trustees.
- d. The vehicles will be purchased and the title in the name of IUEC Local 18 and the title will rest at the hall.
- e. All vehicles shall be inspected by the Trustees on a quarterly basis and a report recorded with the Recording Secretary.

- f. Expenses incidental to operations and upkeep shall be borne by the Local.

Section 3. Authorizing Use of the Funds of the Local

- a. The funds of the Local Union can only be expended after a vote of membership authorizing the expenditure. The Business Manager is authorized in advance to direct payment of bills and expenses related to the regular operation of the local.
- b. After the membership has authorized expenditure, the Treasurer will direct the preparation of checks for those authorized expenditures, signed by the authorized officers and stamped with the seal of the Local.
- c. All checks for authorized expenditures will require the signature of two (2) authorized officers.
- d. No appropriations of monies can be voted on two (2) hours after the meeting commences.
- e. In voting on the expenditure of Union Funds, the Local is prohibited from:
 - (1) Directly or indirectly making loans, donations or gifts to Union members or Officers.
 - (2) Directly or indirectly dividing any portion of the union funds among the membership, provided, however, that the Local Union is not prohibited from expending funds to pay salaries and other legitimate expenses of Local Union Officers.

Section 4. Improper Use of Funds

No funds or property of this Local shall be loaned, given, or expended to promote, support, endorse, assist, or oppose, directly or indirectly, the candidacy of a member seeking or retaining office in the International Union or any of its Local Unions, joint boards, or subordinate organizations.

Article XV Membership

Section 1. Qualifications

- a. As a condition of membership, every new applicant or clearance card deposit must be of good moral character and be over eighteen (18) years of age.
- b. He/she must have a high school education or its equivalent.
- c. He/she must abide by their Oath of Obligation which follows:
 - i. I, solemnly and sincerely pledge my word and honor, never to reveal any of the business of this Local to anyone not known to me to be a member, with the exception of the Probationary apprentice. I further pledge myself to assist and support the Officers of this organization, to obey the Constitution and By-Laws of both the International and the Local Union,
and I pledge to do all in my power to promote the interests of the trade and assist all members of this Local. I further pledge to obey all directives and orders of the trade and assist all members of this Local.
 - ii. I further pledge to obey directives and orders of the International and the Local Union and never commit any act or offense that will bring the International, the Local Union, or the Trade Union Movement in general, to disrepute.

- iii. I further pledge that now I am not a member of the Communist organization or belong to any other subversive organization or group that believes in or teaches the overthrow of the United States Government by force, or by illegal or unconstitutional methods. I further promise to pay all dues and assessments as levied by the International or the Local Union.
- iv. Failure on my part to keep this Oath of Obligation subjects me to penalty as provided by the Constitution of the International and Local Union.

Section 2. Procedure for Applications

Every qualified applicant for membership shall complete an application form and file it with the Recording Secretary:

Procedures for Applications:

- a. Application form(s) are completed and a deposit of \$ (\$500.00) is made at that time.
- b. The Interviewing Committee shall investigate the character and qualifications of the applicant, present their findings to the Executive Board for their approval and vote to be accepted by the General Membership at the next regular/ special called meeting.
- c. The Week before Initiation, the Candidate shall pay the balance of the Initiation Fee (\$500.00).
- d. In addition, he/she must pay:
 - Five (\$5.00) dollars for Building Trades affiliation.

- One half day – pay to Sick Fund
- e. In addition to Initiation fee, he/she will be required to pay the balance of those current quarter's International Dues, Relief Fund, Strike Fund, Death Benefits for current quarter, and local dues.
 - f. Applications shall be submitted to the International Secretary-Treasurer for investigation.
 - g. All applications shall be countersigned by two (2) vouchers who are Mechanics, as recognized by the International Union of Elevator Constructors whom the applicant has worked under for a period of forty (40) hours.
 - h. When the applicant is notified by mail, it will be their responsibility to notify his/her vouchers as to the time and place to appear.
 - i. When the applications of any candidate have been rejected, a period of six (6) months must elapse, before he/she can present another application to the Executive Board.

Section 3. Initiation

- a. The candidate shall be notified of the time and place to appear for his/her initiation.
- b. When presenting himself/herself for initiation He/she shall take the Oath of Obligation prescribed in the Constitution and By-Laws.
- c. Attend six (6) union meetings in a twenty-four-month period, after initiation.

- d. He/she must attend and complete Local 18's new hire class.

Section 4. Good Standing

- a. Any member who lost his/her good standing shall be suspended from all rights and privileges of membership, including voice or vote in the Local Union unless otherwise provided herein.
- b. A member shall lose his/her good standing in the Local Union by:
 - i. Suspension or expulsion from membership after trial proceedings pursuant to ARTICLE XIX.
 - ii. Suspension or expulsion for non- payment of dues.
- c. Amounts held in abeyance will not affect member's good standing.
- d. Dues and assessments are payable in advance on or before the first day of the current quarter.
- e. Any member delinquent in his/her Dues or Assessments shall not be allowed to attend local meetings.
- f. Whenever a member stand suspended, he/she shall pay a reinstatement fee of fifty dollars (50.00) and all monies due before he/she is placed in good standing.
- g. Any member in arrears of dues or assessments for a period of six (6) months or more shall stand expelled and shall not be admitted into this Local Union until he/she pays full initiation fee, and all back indebtedness owed up to the time of expulsion and satisfies the requirements for reinitiation as per the Local and International Constitution.

Section 5. Withdrawal

Withdrawal cards shall be issued in accordance with the provisions of the International Constitution or any amendments.

Section 6. International Member Depositing Card

- a. Upon a motion and a second by a member in good standing of Local 18, a member of another IUEC Local Union may be requested to deposit his/her card in Local 18.
- b. He/she shall have worked in Local 18's jurisdiction for a minimum of six (6) months and must be presently working in covered employment.
- c. He/she must also report to the Local Union Office in either Glendora, San Diego, or Las Vegas once each month and sign the working transient book.
- d. He/she shall appear before the Interviewing Committee with his/her vouchers for investigation.

Section 7. Removal From Active Roles

- a. When a member retires, he/she will be removed from the active membership roles on the last day of the month prior to the date when he/she begins receiving benefits from the Pension Fund.
- b. Honorary Membership cards will be issued according to Article XVI of the International Constitution and Bylaws.

Section 8. Special Called Meetings

- a. For notification of Special Called Meetings, Newsletters, and any other non- monetary or non-disciplinary correspondence from the Local, a member may elect to receive notification via e-mail.
- b. The member will submit a written request and provide his/her e-mail address, to be kept on record by the Local, for such purposes.
- c. It is the members responsibility to maintain a current e-mail address with the Local, and the Local assumes no responsibility for any irregularities. Such notifications carry the legal weight of first-class mail.

Article XVI Revenues

Section 1. Dues

- a. The dues of this Local shall be set at the rate of two hours per month total package at mechanic's rate.
- b. In addition, all members shall pay International Dues, strike fund/relief fund, death benefits, and any other assessment imposed by the International or a change to the Local Constitution and Bylaws.
- c. The dues shall be paid in quarterly payments.
- d. All members that attend a minimum of one (1) meeting a quarter as verified by either attendance sheet or electronic roll of either the Los

Angeles Union meeting, Las Vegas, San Diego, San Bernardino, or Santa Barbara/Ventura informational meetings shall receive a 10% reduction of the following quarter's Local Union Dues only.

Section 2. The Public Sector

Shall pay local dues of one (1%) percent of all gross earnings.

Section 3. Probationary Apprentices

Shall pay a monthly service fee of one hundred (\$100.00) dollars per month.

Section 4. International Dues

- a. In addition to Local Dues, all members shall pay regular dues (International Dues) in the amount specified in the International Constitution and Bylaws, Article IX, SECTION 1.
- b. These dues are due and payable at the same time Local Dues are paid, and by the quarter.

Section 5. When Dues are Due

- a. All dues shall be paid by the quarter on or before the first day of the first month of the quarter, for which the payment is due.
- b. Dues must be paid on or before January 1, for the first quarter of the following year and April 1, for the second quarter and July 1, for the third quarter and October 1, for the fourth quarter.

Section 6. No Cash Accepted

Dues must be paid by check or money order, or any electronic means made available in person or by mail, to the Union Office. No cash will be accepted.

Section 7. Determination of Late Dues Date

Payment date of mailed dues will be determined by the postmark or date of electronic receipt.

Section 8. Returned Check

- a. Any person whose personal check for dues, assessments or fines is not honored by the bank due to lack of funds shall be considered in arrears and a late charge will be applied accordingly.
- b. A check will be considered “bad” when it is returned by the bank due to the person’s own indiscretion and no fault of the bank.
- c. A fee will be charged to process a bad check, with all costs to the Local to be reimbursed by the member.
- d. The Union will not accept from anyone who has tendered two (2) bad checks in one (1) given year a personal check for payment for any reason.

Section 9. Late Dues

Any person who is in arrears of dues, fines, or assessments as per the International Constitution and Bylaws is not in good standing in this Local Union.

Section 10. Late Dues Fees

- a. Dues received during the first seven (7) days of the quarter will be deemed late and a late charge of twenty dollars (\$ 20.00) total will be levied.
- b. Dues received during the second seven (7) days of the quarter will be deemed late and a late charge of sixty dollars (\$ 60.00) total will be levied.
- c. Dues received during the third seven (7) days of the quarter will be deemed late and a late charge of one hundred and twenty dollars (\$ 120.00) total will be levied.
- d. Dues received during the fourth seven (7) days of the quarter will be deemed late and a late charge of two hundred and ninety dollars (\$290.00) total will be levied.

Section 11. Suspended Members

Whenever members stand suspended for being in arrears of dues and assessments, he/she shall pay all amounts due plus a reinstatement fee of fifty dollars (\$50.00) before being put back into good standing.

Section 12. Notification of Suspension

A suspended member, upon becoming five (5) months in arrears, shall be notified by the Financial Secretary, by registered mail or certified mail.

Section 13. Payment to be Made in Person

- a. Any member delinquent for a second time in a one-year period will have to pay his/her Union Dues in person at the L.A., San Diego, and Las Vegas Union Halls for a period of one year.
- b. No Union Card will be issued until a check is presented in person, by the union member, at the nearest Union Hall.

Section 14. Expulsion for Non-Payment

Any member in arrears of dues and or assessments for a period of six (6) months or more shall stand expelled and shall not be readmitted into this Local Union until the initiation fee and all back indebtedness owed up to the time of expulsion are paid in full.

Section 15. Fines and Penalties

All fines imposed or assessments levied shall be charged by the Financial Secretary to the member and shall stand and be payable before dues, except that no Union Security Clause shall be enforced because of the failure to pay such fines or other disciplinary assessments.

Section 16. Exceptions

- a. No Officer or member may be exempt from paying dues and assessments except as herein provided.
- b. All Officers, Business Representatives, and Presiding Officials shall be given an allowance of local dues for the performance of their duties.

Section 17. Sickness or Accident

A member who becomes indebted to the Union because of sickness or accident may have their dues and assessments remitted at the discretion of the Business Manager.

Section 18. Other Than Sickness or Accident

A non-retired member in the Elevator Industry for reasons other than sickness or accident may retain good standing by paying their International Dues, Death Benefits and other assessments levied, providing:

(1) He/She has not worked under covered employment for one (1) quarter or more.

(2) He/She makes their request in person or in writing to the Business Manager.

Section 19. Prorated Dues

When members return to work in covered employment after being inactive due to lay off, leave of absence, etc., he/she shall pay all dues for the remainder of the quarter in which he/she returns to work.

Section 20. Death Benefit

All members of this Local Union shall pay, when levied, a death benefit assessment of four (\$4.00) dollars for each member in good standing at the time of their deaths as per the following table:

1250 Members x \$4 = \$5000.00
1500 Members x \$4 = \$6000.00
1750 Members x \$4 = \$7000.00
2000 Members x \$4 = \$8000.00
2250 Members x \$4 = \$9000.00
2500 Members x \$4 = \$10,000.00

Section 21. Death Benefit Beneficiary

The beneficiary as designated by the member in good standing at the time of their death may receive from the union the appropriate death benefit, accompanied by a 1099 form. Please reference the table for death benefit in Article XVI section 20.

Section 22. Transfer

Any member of other Local Unions affiliated with the I.U.E.C. who has been accepted to transfer their card into this Local, must pay a Transfer Fee consisting of a five (\$5.00) dollar fee for Building Trades affiliation and a contribution of one half of a day pay to the Sick Fund, at the time he/she shall present their Clearance Card to the Local Union.

Section 23. Sick Benefits

For members to qualify for the Sick Benefit:

- a. He/she shall notify the Union Office in writing (within one (1) year of injury) of the date he/she was first off sick or injured and the date

he/she returned to work.

- b. He/she must also present to the Union Office a bona fide statement from their doctor stating the nature of their illness.
- c. Benefits may be twenty (\$20.00) dollars for the first calendar week and six (\$6.00) dollars for each additional day.
- d. He/she is off ill thereafter.
- e. No member may receive more than four hundred (\$400.00) dollars for the same accident or illness.

Section 24. Welding Reimbursements

A fifty \$50.00–dollar one–time reimbursement will be provided for structural and or pipe welding certification upon receipt of certification.

Section 25. Temporary Assessments, Strikes, and Lockouts

- a. In the event of a General Strike or Lockout, a ten (10) percent Assessment of the gross pay of all members working in the industry will become effective.
- b. This Assessment commences at 8:00 A.M. on the third (3rd.) Monday following the called strike or Lockout and terminate at 4:30pm on the day the strike or lockout is ended, or the members are ordered back to work.

Section 26. Permanent Strikes and Relief Fund Assessments

- a. The members of Local 18 will be assessed \$15 (Fifteen dollars)

on a quarterly basis.

- b. The rate of assessments, or change of rate of assessments, for both the Relief Fund and the Strike Fund will be approved by the membership after a notice is sent to all members and by a secret ballot vote.
- c. The Business Manager, with approval by the Executive Board, has the authority to administer said funds in accordance with the Constitution and Bylaws.
- d. The Executive Board may propose a reallocation of the approved quarterly assessments and direct the ratio or dollar amount to be deposited into each fund, so long as the total rate of assessment for both funds does not change.
- e. The proposal to change the allocation to each fund may be submitted as a verbal recommendation to the membership at a Regular Called Meeting.
- f. It must be approved by a 2/3's floor vote of the members present, and will then be held over an additional month, to be voted upon a second time with a floor vote, with 2/3's present needed for final approval.
- g. If section 27 ceases to exist because of its wording, then an assessment of a minimum of ten (\$10.00) dollars per quarter will go into effect to maintain the Relief Fund.

Section 27. The Relief Fund

- a. The relief fund shall be used to pay all eligible unemployed members of Local 18 the amount of money required to maintain

their elevator constructor's medical self-pay contributions.

- b. The amount collected will be held separately from all other Local assets and shall be administered by the Executive Board of Local 18.
- c. The criteria a member must meet to be eligible are as follows:
 - 1. The Member must be unemployed and be in good standing with the local Union.
 - 2. The Member must make an application in writing to the Executive Board and fill out all the proper forms with NEIBP for extension of benefits.
 - 3. The applicant must be actively seeking employment in the Elevator Industry.
 - 4. Any Member seeking coverage for a period longer than six (6) months must reapply, before the seventh (7th) month, to the Executive Board of the Local for review of his status.
- d. The Executive Board shall have the right to rescind all benefits to the Member, based upon written rules that are uniformly applied.
- e. This assessment shall remain in effect until the Executive Board of Local 18 determines the unemployment rate of the Local has dropped to 1% of its membership, or the General Membership rescinds the motion as provided by the Constitution and Bylaws of Local 18, or until the Relief Fund's assets are exhausted.
- f. This assessment shall become effective after approval by the body and will not be retroactive from that date.

g. The Benefit schedule is as Follows:

- I. Less than 5 years membership in Local 18 = zero (0) benefit payable.
- II. 5–10 years membership in Local 18 = nine (9) months of relief fund benefit.
- III. 10–20 years membership in Local 18 = twelve (12) months of relief fund benefit.
- IV. 20 plus years membership in Local 18= eighteen (18) months relief fund benefit.
- V. There are no partial benefits, a member will receive 100% medical benefit. You will be responsible for all payments for dental and vision.

Once you have exhausted the benefit outlined above; to requalify for the relief fund, members must report 1700 hours of covered employment into the plan to reestablish eligibility for another schedule of benefits from the relief fund.

- VI. All relief fund benefits are subject to available funds.
- VII. The date of membership is based on the last date of either swearing in or the effective date of depositing card from transfer, whichever is most recent.

Section 28. Strike fund

- a. The intent of the defense/strike fund is to assist the Local during a strike or lockout and to cover

any expenses related to any such strike or lockout. These expenses would include benefit payments for members on strike, and the like. Decisions on expenditures from the Defense Fund shall be made by the Business Manager with approval by the Executive Board.

Section 29. Increase Dues, Assessments, Initiation Fees

- b. After a resolution has been introduced at a regular meeting of the local to increase or change the local rate of dues, initiation fees or assessments, or to levy and additional local assessment, the resolution shall be laid over at least one (1) meeting for consideration.
- c. The recording secretary shall mail a notice to each member at his last known address at least fifteen (15) days prior to a special called meeting at which the membership will consider the question of whether such dues, initiation fee or assessment, shall be changed or levied.
- d. This notice shall indicate: the subject of the resolution to be voted on.
- e. A majority vote by secret mail ballot of the eligible members voting shall decide the issue.

Article XVII

Duties of Members

Section 1. Duties to Report

All members of this Local Union shall have the duty to:

- a. Keep the Financial and Recording Secretary properly notified of the place of residence and all changes.
- b. When he/she goes out of town to work, notify the Business Manager of their whereabouts.
- c. Carry the current quarterly paid-up working card and show such card when called upon and report to the Local Business Representative or Area Steward eight (8) hours prior to going to work in another area in Local 18
- d. Prior to starting any construction or modernization job, every member will be required to notify the business office of the location and start of the job.

Section 2. Reporting of Lost Time

- a. Any lost time due to accident or injury at home or on the job shall be reported to the area office within twenty-four (24) hours.
- b. Any illness after five (5) days shall be reported within twenty-four (24) hours.

Section 3. Loitering at Company Shop

- a. Any member or Officer of the Local may be disciplined by the Local Union in accordance with Article XIX, SECTION 4.
- b. It will be unlawful for Members to loiter at Company Shops or to solicit jobs.
- c. Any member guilty of this offense shall be called to report to the

Executive Board and the disciplinary action may be the same as under ARTICLE XIX.

Section 4. Tools

The following list of tools are not to be furnished by any member working for an employer:

- a. Electrical power tools and adapters.
- b. Chain falls, block falls, rope, or other hoisting equipment.
- c. Electrical measuring instruments or testers of any kind.
- d. Extension cords and light bulbs.
- e. Tools that use explosives to actuate are not to be used at any time.
- f. Ladder of any kind or length.
- g. Brick and cold chisels over 1/2 inch.
- h. Welding, burning outfits or blowtorches.
- i. "C" clamps of any size.
- j. Hacksaw blades.
- k. Chainsaws.
- l. Concrete drilling tools.

- m. Grease guns or oil cans over one pint.
- n. Flashlight or lantern batteries.
- o. Electrical plugs and sockets.
- p. Redheads, cinch anchors etc.
- q. Bench grinders and vises.
- r. Pipe dies or bolt dies of any size.
- s. Pipe benders of any kind or size.
- t. Drills, taps or reamers of any size.
- u. Micrometers or aligning gauges.
- v. Greenlee knockout punches (mechanical or Hydraulic).
- w. Hole saws.
- x. Hand trucks or dollies.
- y. Special wiring or cable tools.
- z. Ladles or melting pots.
- aa. Stop watches or tachometers
- bb. Levels over 24 inches.
- cc. Pipe wrenches or "Crescent" wrenches over twelve inches.
- dd. Chain tongs, power bars or pinch bars.

- ee. Jacks (mechanical or hydraulic).
- ff. Bell and battery sets.
- gg. Torques wrenches
- hh. Sledgehammers, over four (4) pounds.
- ii. Steel wedges.
- jj. Communication equipment.
- kk. Gear pullers of any size.
- ll. Beam clamps.
- mm. Rechargeable flashlights
- nn. "Channel Locks" or other pliers over 14 inches
- oo. Pulleys for wiring
- pp. Sockets over 1 1/8inch (1/2-inch drive)
- qq. 3/4 inch drive socket
- rr. Floor laying tools.
- ss. Permanent or electrical magnets.
- tt. Any OSHA required safety equipment.

uu. Painting tools

vv. Files

ww. End wrenches over 1 1/8 inches

Section 5. Tools to be Furnished by Apprentice

The following tools shall be furnished by an Apprentice:

- a. Retractable tape measure
- b. "Channel Lock" type pliers, not over 10".
- c. Screwdriver (combination Phillips or slotted).
- d. Pocketknife.
- e. Pencil and note pad.

Section 6. Transient Reporting

All transient members of the IUEC that come to work in Local 18's jurisdiction for more than thirty days shall appear before Local 18's Executive Board to introduce themselves, present a paid-up union card, and receive a copy of the Local Constitution and Bylaws.

Article XVIII Safety

Section 1. Director of Safety

The General President shall appoint a Director of Safety to oversee safety, and who shall serve at his discretion. To be eligible for appointment as a Director of Safety, a member must be in good standing with his/her local union and have been a member of the International Union for ten (10) years, working as a mechanic for at least five (5) years. The General President may appoint an Assistant Director of Safety to assist the Director of Safety, and who shall serve at his discretion.

Section 2. Safety Representative

Each local union will have a Safety Representative in place to resolve safety issues, attend and support safety meetings of the employer and local union. This will be an appointed position and may be a full-time officer of the local. All expenses borne due to this appointment shall be paid by the local

Section 2(a). Safety Committee

All local unions will permanently establish an Area Safety Committee made up of local union and company representatives who will meet at minimum quarterly and provide minutes of that meeting to the Director of Safety.

Section 3. PPE

When a member enters any workplace where there is the potential that he/she may be exposed to workplace hazards, the member shall wear the Personal Protective Equipment (PPE) required by their employer's PPE policy or the minimum PPE requirements of the OSHA or CSA Standards if no

employer PPE policy is in effect.

Section 3(a). Light Duty

Members are required to report to the local union when they are placed on a Light Duty or Modified Work program due to an on-the-job incident and when they return to work.

Section 3(b). Unsafe Work

Any member directing another person to perform unsafe work, or a member performing unsafe work, according to their company safety policy, the minimum OSHA Standards, or the OSH Act when there is no formal policy in place, may be disciplined in accordance with Article XXII Par 5 (e) of the Collective Bargaining Agreement and/or Article XXVIII of The International Constitution & Bylaws.

Article XIX

Charges, Trial, Discipline and Penalties

Section 1. Punishable Offenses

After charges and trial on any of the following punishable offenses, in the manner by the procedure set forth in other Sections of this Constitution, a member, if convicted, may be fined a maximum of five thousand (\$5000.00) dollars per offense, suspended or expelled. The following are the punishable offenses:

- a. Failure or refusal to adhere to or comply with the provisions of the

Constitution, Bylaws, and policies of the International Union

- b. Failure or refusal to adhere to or comply with the decisions and orders of the Officers of the International Union.
- c. Failure or refusal to adhere to the provisions of the Constitution and Bylaws of a local union.
- d. Failure or refusal to abide by the provisions of the Standard Agreement, or the Canadian Agreements, or the provisions of any Local Union Agreement such as a Local Union Transportation Agreement.
- e. Failure or refusal to support the jurisdictional claims of the International Union.
- f. Failure or refusal to abide by an oath taken at the time an individual becomes a member of the International Union or a local union.
- g. Misappropriation or embezzlement of funds or property belonging to the International Union and/or to a Local Union.
- h. Engaging in conduct unbecoming to a member of the International Union and of any Local Union.
- i. Wronging a member or officer of the IUEC by any act or acts causing economic harm.
- j. Physical abuse of officers or members at or near any union function.
- k. Fostering secession or withdrawal of a Local Union from the International Union.
- l. Any action which brings or tends to bring the International Union and/or local unions into disrepute with any bodies and/or local

unions into disrepute with the public or into conflict with the law.

- m. Employment contrary to or in violation of the terms and conditions of the Standard Agreement, or the Canadian Agreements or of any Local Union Agreement, such as a Local Union Travel and Expense Agreement.
- n. The divulging of any of the secrets of the International Union and/or local union.
- o. The engaging in conduct which unduly impedes the work of any Officer of the International Union and/or Local Unions.
- p. Divulging trade secrets to anyone not working under the jurisdiction of the IUEC.
- q. A Member who crosses an IUEC picket line may be fined the wages he/she earned while he/she worked behind the picket line.
- r. A Member who fails to notify the business office of location and start of any construction or modernization job. (Job Card)

Section 2. Duty to Report Violations

It shall become the duty of any member or any Officer of this Union who may have either direct or indirect knowledge of the commission of any of the above punishable offenses by a member, to prefer charges against such member in writing.

Section 3. Filing Charges

- a. All charges must be made in writing stating with reasonable certainty

what punishable offense under Section 1 of this Article was committed, the facts of the offense charged and the time and place of the occurrence.

- b. When the punishable offense involves other Sections of this Constitution or of a Local Union Constitution or Sections of the Standard Agreement or Local Union Agreement, the appropriate Sections of those Constitutions or Agreements should be specifically referred to in the charges.
- c. The charges must be signed by the member making the charge and filed with the Recording Secretary.
- d. The member under charge must be considered innocent until found guilty. He/she can sit in meetings and remain on benefits until convicted of the charges provided; however, if he/she files a timely appeal, he/she can sit in meetings and remain in benefits until the General Executive Board renders a decision on his/her appeal.

Section 4. Referral to the Executive Board

- a. When the charges have been made, the entire matter shall be referred to the Local Executive Board and the Executive Board will try, hear, and determine said charges.
- b. The Executive Board shall set a trial date, and the accused shall be served with a copy of the charges by the Secretary of the Executive Board or Business Representative personally or by registered or certified mail, together with notice of hearing, specifying the date and place where the accused shall be required to stand trial.
- c. The hearing date shall not be less than ten (10) Days (Saturdays

and Sundays included) from the date that the charges and notices of hearing are served upon the accused.

- d. When a member is served with charges and notice of hearing by registered or certified mail, the letter shall be addressed to the last known address as shown on the books of this Local Union and this shall constitute due notice to the accused member.
- e. The member may appear in person and with witnesses to answer the charges preferred against him/her.
- f. He/she may select a member of the Local Union as counsel to represent him/her in the presentation of his defense.
- g. Only Union members can serve as his/her counsel at the hearing.
- h. He/she shall be entitled always during the conduct of the hearing, either personally or through his/her representative, to be present and be heard and shall be entitled to face the person filing such charges and any other witness testifying in support of the charge for cross-examination of such charging party or other witnesses either personally or through his/her representative.

Section 5. Decision of the Executive Board

- a. After the close of the hearing, the Executive Board shall come to a decision.
- b. The Executive Board shall orally or in writing report its decision and the penalty, if any, to the Local Union at the membership meeting.
- c. At least seven (7) days prior to the meeting at which the Executive Board is to report its decision, the accused shall be notified in writing by the Secretary of the Executive Board that the decision will be presented.

- d. If the accused is found guilty by the Executive Board; the Chair shall pronounce the sentence, and the President shall see that the sentence is enforced.
- e. If the member, after receiving the required notice, fails to appear at the meeting, the Chair shall still pronounce the sentence, and the member shall be notified in writing of the Executive Board's decision.
- f. If an accused is found guilty by the Executive Board, it shall have discretionary power to impose any penalty it finds appropriate including, but not limited to a reprimand, a fine not to exceed five thousand (\$5000.00) dollars due and payable, and any abeyance, expulsion, suspension of membership, denial to hold any office permanently or for a fixed period, or command to do or perform or refrain from doing or performing specified acts, as per the International Constitution and Bylaws Article XVIII.
- g. If the Executive Board's verdict is expulsion, the Executive Board shall set an assessment to be placed against the member to indicate upon what terms the expelled member may again become a good standing member of the International Union and the Local Union.
- h. The expelled members must pay the assessment that is not to exceed five thousand (\$5000.00) dollars and may be required to also pay the re-initiation fee before he/she may again become a member of the International Union and the local union.
- i. If the accused member fails to appear after service of the charges and notice of hearing is made upon him, the Local Executive Board may proceed with a hearing and a determination of the charges and report its decision to the local union.

- j. Any member found guilty by the Executive Board of any offense must attend, and complete Local 18's union classes in addition to all other fines or punishments levied by Local 18's Executive Board.

Section 6. Disqualification of the Executive Board

- a. Whenever most of the members of the Executive Board of a Local Union are disqualified for any reason from acting on charges preferred against a member or charges against an officer for removal then upon notice or application, the General President may appoint a Hearing Officer or Officers from the Membership of the International Union to act in the place instead of the Local Executive Board.
- b. The Hearing Officer or Officers so appointed shall act in the place of the Local Executive Board.

Section 7. Filing Charges with the General Executive Board

- a. When any member, Officer or Local Union of the International Union commits any violation of the provisions of the International Constitution or Policies or decisions of the International Union or any officer thereof, written charges may be filed against any accused member, officer, or Local Union with the General Executive Board.
- b. The General Executive Board shall have original jurisdiction to conduct the trial on such charges.
- c. The General Executive Board shall have full discretionary power to accept, reject or may direct that the charges be referred to a Local Union to be acted upon in accordance with Sections 3, 4 and 5 of

this Article.

- d. If the General Executive Board accepts the charges and finds that, at the same time, charges have already been filed or hearings are pending before a local union dealing with the same subject matter as the charges over which the General Executive Board has acquired original jurisdiction under this SECTION, the jurisdiction of such local union shall forthwith terminate and the local union shall, upon request of the General Executive board, transfer all of its records and papers pertaining to the case to the General Executive Board.
- e. Upon acceptance of the charges, the General Secretary–Treasurer shall serve a copy of the charges by registered or certified mail upon the accused together with notice of the time and place of trial.
- f. The General Executive Board may, in its discretion as is set forth in Section 7, have a trial under this Section conducted before a Panel of one or more hearing officers appointed from among the members of the General Executive Board or the membership of the International Union of Elevator Constructors. This panel, acting on behalf of the General Executive Board, shall conduct a hearing and make findings and recommendations for disciplinary action, if any, to the full membership of the General Executive Board for its final vote and decision.
- g. In any case under this SECTION, if the accused is found guilty, the General Executive Board shall have full discretionary power to impose any penalty it finds appropriate including, but not limited to, reprimand, fines not to exceed five thousand (5000.00) dollars, expulsion, suspension of membership, denial to hold any office permanently or for a fixed period, or commands to do or perform or refrain from doing or performing specified acts.

Section 8. Appealing Decision of General Executive Board

The member, officer or local found guilty of such charges has a right of appeal to the following Convention, as provided for in SECTION 12.

Section 9. Filing an Appeal

- a. An appeal may be lodged with the General Executive Board by any member found guilty after trial in accordance with Section 4, by any Local Union from a decision or order of suspension or expulsion made by the General President, provided such appeal is made on or before thirty (30) days of the act complained of.
- b. The General Executive Board shall thereafter render a decision of any such appeal.

Section 10. Appeals Made to the General Executive Board

- a. On all appeals made to the General Executive Board, the General Executive Board shall have the power to affirm, reverse, modify or amend any decision or to enter such other new decision or penalty based upon the entire record as the General Executive Board, in its discretion, deems just and proper.
- b. The General Executive Board may, in its discretion, on any appeal simply consider the record before it or it may consider additional oral or written evidence presented by the parties.
- c. The General Executive Board, in its discretion may, on any appeal or any matter that comes before it, appoint or delegate one or more of

its members to conduct a hearing on such matter or appeal. The member or members conducting such a hearing shall make findings and recommendations to the full membership of the General Executive Board.

- d. The member or local union involved may select a member as counsel, to represent the member or local union. Only members of the International Union can serve as counsel before the General Executive Board.

Section 11. Appealing to the Convention

Any decision made by the General Executive Board shall be subject to appeal to the following Convention, if so desired, provided such appeal is made within sixty (60) days after notification of such decision is mailed to the parties.

The period of sixty (60) days is to run from the date of mailing such decision, but the decision shall be and remain effective for all purposes during the pending of any such appeal and is to be carried out in any respect by all parties until the following convention decides the appeal or otherwise determines and directs.

Section 12. Exhausting All Remedies

Every officer, member, or local union of the International shall exhaust all remedies of the appeal as provided by this Constitution before instituting any legal proceedings of any kind against the International or any Local Union.

Section 13. Legal Rights

This Article shall apply insofar as it is lawful under United States and

Canadian laws, and in the event any part of this Article is unlawful the Local or General Executive Board shall act in accordance with Article XXVIII of the International Constitution and Bylaws and Article XXII of the Local 18 Bylaws.

Section 14. Recovery of Union Funds

If a member does not voluntarily pay the Local Union all Dues, Assessments, or Fines the member owes, the Local Union may sue the member and recover the amount the member owes as well as attorney fees, and costs of suit.

Article XX Grievances and Strikes

- a. Any grievance arising between a member or members of the Local and his or their employers, pertaining to wages, hours, and conditions, shall be presented to the Business Manager for his pursuance and settlement.
- b. He may be free to call upon the Regional Director, if necessary, for the solution to the problem.
- c. No strike may be called without the sanction of the International Union.

Article XXI Amendments and Resolutions

Section 1. Amendments

- a. This Constitution and Bylaws may be amended in the following manner. Any amendments or alterations to this Constitution and

Bylaws must be submitted in writing and signed by fifty (50) members in good standing or by a recommendation of the Executive Board. The proposal to amend or alter shall be submitted to the existing Constitution and Bylaws Committee, which shall prepare the wording suitable for adoption and submit it to the Executive Board for their recommendation, and it shall then be subject to action of the Membership.

- b. The membership shall be notified in writing as to the Article and Section to be amended. It shall be posted in its entirety on the IUEC Local 18 website as to the article and section to be amended and the meeting when the amendment will be considered. Having met with affirmative action, the proposal shall be read and discussed at least (3) consecutive special-called meetings.
- c. After the third and final reading, a ballot will be mailed to each member in good standing, with a return due date not earlier than thirty (30) days after the ballot was mailed. A 2/3 majority of all ballots counted shall decide.
- d. Any alteration or amendment, hereafter, shall be applicable to the members of this local in the same manner as if the said laws were inserted into this Constitution and Bylaws.

Section 2. Resolutions

- a. Resolutions or motions that do not change or amend the Constitution and By-Laws, such expressions of opinion, condolence, endorsement, gratitude, or the like, may be presented and acted upon at the same meeting.
- b. Resolutions and amendments that do alter the Constitution and By-Laws must in all cases be presented in writing and in accordance with ARTICLE XXI, SECTION 1. Otherwise, they will not be

considered.

- c. Constitution and By-Laws committee shall have the power following adoption of the Constitution and Bylaws but prior to printing thereof, to make such corrections, typographical, grammatical, punctuated, or including the supplying or remedying of inadvertent omissions or errors as are necessary to carry out the spirit and intent of any amendment adopted, as well as the powers to rearrange, renumber and relocate any of the sections and articles of the Constitution and By-Laws, to divide Articles with several subjects into separate Articles, to re-caption Articles and the power to incorporate in the Local Constitution and By-Laws in the form of new Sections those resolutions and reports adopted by the Membership that have the force and effect of laws.

Article XXII

Savings Clause

- a. If any provision of this Constitution shall be declared invalid or inoperative by any competent authority of the executive, judicial or administrative branches of the Federal or State Government, the remainder of this Constitution and Bylaws shall not be affected hereby.
- b. It is understood that during the enforcement of this Constitution and Bylaws should any of the provisions herein contained come into conflict with the international constitution, the Standard Agreement, rulings of the International Executive Board or any city, state or federal laws, such provisions will be set aside.

