

Constitution and bylaws adopted 2008

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ARTICLE 1.

SECTION 1. NAME, AFFILIATION AND JURISDICTION

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

SECTION 2. GENDER DISCLAIMER

Whenever any words are used in this Constitution and By-laws in the masculine gender he/she shall be construed as though he/she are 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 2. OBJECTIVES

The purpose and objectives of this Local Union are: To implement the exercise of the natural right of workers to organize that he/she may more securely work with dignity; to enable its members to participate actively in self-government; to unite one Local Union of workers eligible for membership, regardless of religion race, creed, color, national origin, age or sex to secure improved wages, hours, working, conditions and other economic advantages for the members through collective bargaining, through advancement of our standing in the community and in the labor movement and through other lawful methods; to provide educational advancement and training for officers, employees and members; 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; to protect and strengthen our democratic institution and preserve and perpetuate the cherished traditions of democracy. To protect and preserve the union as an institution in the performance of its legal and contractual obligation

ARTICLE 3. MEETINGS

SECTION 1. REGULAR MEETING.

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

SECTION 2. INFORMATIONAL MEETING.

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 and Riverside-San Bernardino for the membership in those areas.

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. 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. Both areas shall hold nomination meetings for two (2) months prior to the elections of their Area Officials and the elections shall be secret ballot.

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

At the direction of the Executive Board or upon written request of not less than 50 members, the President may call a Special Called Meeting of the Local. 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 quorum for transacting any business by the Local shall consist of not less than 50 members present at any Regular or Special Meeting. 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.

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 By-Laws.

SECTION 5. Motion to Reconsider

A motion to reconsider cannot be made at the same meeting. 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

When a member wishes to speak he/she shall arise and address the Presiding Officer in the following manner: give his/her name and Local and confine themselves strictly to the merit of the question under consideration. He/she shall not be interrupted while speaking, unless by the Presiding Officer who may call him/her to order. No member shall be allowed to speak more than twice on the same subject. No more than half an hour shall be devoted to a debate unless the house so decides by a two-thirds vote.

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.

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. 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. 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.

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 By-Laws.

No management, superintendent shall be allowed entrance or members in arrears of dues or not in good standing all management or superintendents shall be defined by the National Labor Relations Expediter.

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. Initiation of Candidates.
5. Reading of the Minutes of last meeting.
6. Business of Special Called, if required.
7. Financial Reports
8. Business Managers Report
9. Area Business Representative Report
10. Executive Board Report
11. Reports of Committees, Delegates and Officers
12. Unfinished Business
13. New Business
14. Good and Welfare

15. Adjourn

ARTICLE 4. OFFICERS

The Officers of this Local shall consist of a President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Three Trustees, Warden, Business Manager and an Executive Board to consist of nine members. These Officers shall be elected in accordance with the provisions of Article 10. All Officers shall be elected for a term of one (1) year unless otherwise specified.

SECTION 1. Presiding Officials

The "Presiding Officials" of the San Diego area and Las Vegas area informational meetings shall be a Chairperson, Area Recording Secretary and Sergeant of Arms. These Officials shall hold one (1) year terms.

SECTION 2. Terms of Office

Officers shall serve out their term of office until their successors are elected, installed and duly qualified. If this local is placed under International supervision the terms of office of said Officers shall automatically expire. The Business Manager and Trustees shall serve for a term of three (3) years. The Trustee term of office shall not exceed two consecutive terms.

The Trustees shall be elected in such a manner that the term of one Trustee shall expire at the end of each year. The members of the Executive Board shall serve for a three (3) year term of office not to exceed one term any member may be elected to the board that has not served the previous term. Three (3) members to be elected to the board the first year and three (3) members each year thereafter. No Business Agent nor any member may hold more than one elected office at the same time. A Business Agent may not hold the office of Trustee.

SECTION 3. Alternates

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. All runners-up shall be moved up by order of vote count as Alternates fill Executive Board Officer vacancies. Alternates to the Executive Board will have all the rights, responsibilities, and privileges, of Interviewing Committee membership until he/she permanently fill an office vacancy

SECTION 4. Filling a Vacant Term

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 5. Holding Office in Violation of the Law

No member may hold office in violation of the provisions of the Labor Management Reporting and Disclosure Act of 1959 relating to Communist membership and the commission of felonies.

SECTION 6. 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.

SECTION 7. Indebtedness

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

Section 8. Correspondent to the Journal

The Local shall elect a correspondent to the journal for a one-year term from their active membership or honorary retirees'.

ARTICLE 5. DUTIES OF OFFICERS

Section 1. President

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

He/she shall enforce the provisions of the International Constitution and the By-Laws, also all duly adopted rules, resolutions and regulations of the Local.

He/she shall appoint all committees, unless directed otherwise by the Local

He/she shall examine and sign all official documents, requiring his/her signature.

He/she shall pay all orders for bill, which have been legally contracted for and approved by the Executive Board and passed for payment by the Local, if Financial Secretary and Treasurer are not available.

He/she shall exert general supervision over the interests of the Local, perform such other duties as may be required of him/her by the Local Union consistent with the provision of this constitution and its policies.

SECTION 2. VICE PRESIDENT

It shall be the duty of the Vice President to assist the President in conducting the meetings of the Local. In the absence of the President, he/she shall in every respect discharge the duties of the President.

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 By-Laws also be chairperson for interviewing committee, for new candidates.

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

It shall be the duty of the Recording Secretary to keep a correct account of all proceedings of the Local, and shall receive and record the reports of all committees.

He/she shall also perform such other duties as are required by the Local, and at the expiration of their term of office, or when called upon by the Local, he/she shall deliver to his/her successor in office, Trustees, all property in their possession.

SECTION 4. FINANCIAL SECRETARY

It shall be the duty of the Financial Secretary to oversee that a correct account of each member's indebtedness and to receive the monies due the local, giving a numbered receipt for the same.

He/she shall submit the books and accounts to the auditors for examination yearly.

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. 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.

He/she shall pay all order for bill, which have been legally contracted for and approved by the Executive Board and passed for payment by the Local, if the Treasurer is not available.

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

He/she shall pay all order for bill, which have been legally contracted for and approved by the Executive Board and passed for payment by the Local.

He/she shall keep a correct amount of the receipts and disbursements and file his vouchers.

He/she shall file a written report monthly to the local of the amount of funds held in the name of the Local and submit his/her accounts to the auditors yearly.

SECTION 6. WARDEN

The Warden shall examine all present at the meeting and report to the President all those without a paid-up card.

He/she shall have charge of the door at all meetings and see that no one but members shall enter, and be furnished with an assistant when necessary.

He/her shall be responsible for the mandatory six (6) meeting sign-out sheet for the Apprentice.

SECTION 7. DUTIES OF TRUSTEES

The Trustees shall have the 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.

It shall be the duty of the Trustees to see that the Treasurer deposits in such Banks as the Union may decide all moneys over and above such sum as the body may decide shall remain in his/her hands for current expenses or legal bills.

The Trustees shall examine the bankbooks of the Treasurer and see that he/she are correct, and shall report yearly to the body and shall prepare and execute the bonds in such sum as the local may direct. He/she shall perform such other duties as the Local may direct.

Conduct all secret ballot elections, and appoint election committee and submit names to the President for approval, which will serve on the Election Committee on a per-election basis.

SECTION 8. EXECUTIVE BOARD

The Executive Board shall consist of nine (9) members of the local, five (5) of whom will constitute a quorum. He/she shall elect their own chairman and Recording Secretary from among their own members. The regular meeting of the Executive Board shall be held within ten days prior to the Regular Meeting.

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 Rep (Business Manager) or Chairman of the Executive Board.

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

The Executive Board has no authority to assume to itself the 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 Representative (or Business Manager).

The Executive Board shall investigate or decide all grievances, charges, and appeals submitted to them in due form, and their decision shall be binding until accepted by a majority vote of the members present at the Regular Called Meeting. The report and recommendations of the Board will be read by the Chairman of the Executive Board and may be voted upon separately as the Local so desires.

Due form for all grievances, charges and appeals shall be, and include if applicable:

- A) A legible printed or typed request presented in person when practical.
- B) Canceled check, or copy thereof (both sides)
- C) All envelopes with post-mark shown. All returned mail, envelope included.
- D) All paycheck stubs.
- E) Any witnesses if necessary.
- F) If necessary, the Business Manager/Business Rep may petition applicable company paperwork in accordance with the Standard Agreement to satisfy an investigation of the fact.

The Chairman of the Executive Board shall read all reports and recommendations of the Executive Board at each General Meeting.

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 17.

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.

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.

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.

Expenses and lost wages incurred while traveling to the sub-primary meetings may be reimbursed.

All members present at Executive Board meetings must vote on every motion submitted, including the Executive Board Chairman 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.

The Executive Board shall review and approve a list of all bills monthly, requiring payment.

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. The “Presiding Officials” of the sub-primary meetings in the San Diego and Las Vegas areas.

A Chairperson elected from the membership in a sub-primary area shall preside at that same area’s meetings. His/her duties shall be restricted to his/her area’s meetings. He/she shall conduct the meeting on behalf of the President of the Local and shall be treated as such.

An Area Recording Secretary elected from the membership in a sub-primary area shall record the minutes of that same areas 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.

A Sergeant of Arms elected from the membership in a sub-primary area shall have charge of the entry door at the same areas meetings. He/she shall check the quarterly working card of all who wish to enter. He/she shall maintain discretionary order at the direction of the Chairperson, Business Agent, or an Officer of the Local.

These three “Presiding Officials” shall be afforded the same respect and authority as the Officers of Local 18. A “Presiding Official” cannot also be an Officer of this local at the same time.

SECTION 10. BUSINESS MANAGER

The Business Manager of the Local Union, by his/her election to the office of Business Manager, shall constitute his/her election as a delegate to the Central

Bodies and the Building and Construction Trades Councils, and the International Union of Elevator Constructors General Convention.

The Business Manager shall appoint and have jurisdiction over all Stewards, also protect them in their duties to maintain discipline among the members.

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. The Business Manager shall vigilantly protect the trade jurisdiction of the Elevator Constructors in the Elevator Industry in his/her locality.

He/she shall enforce the Standard Agreement, and he/she shall adjust all grievances between members of his/her Local Union and their employers with justice and fairness. He/she shall foster and promote the employment of members of the Local Union.

He/she shall make a report at each meeting of 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. He/she must keep regular office hours and hire or dismiss such office personnel as needed.

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 who is an employee or relative of any elevator employer. 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.

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.

He/she shall attest to the signatures of the President, Treasurer and Financial Secretary on all orders passed by the Local.

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 as to the extent required by law.

He/she shall have charge of the Seal of the Local and attach the same to all documents requiring authentication.

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.

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 11 Business Agents

Nominations for the Assistant(s) to the Business Manager will be made by the membership. He/she will be reviewed by the Executive Board and their findings presented to the Business Manager. The Business Manager will then make their selection, final approval will be made by the membership.

He/she shall be the Business Representatives and under the direct supervision of the Business Manager. He/she will be subject to removal by the Executive Board. This removal shall not be construed as a grievance against this member.

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.

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.

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 activities on behalf of the local union. He/she will in the absence of the Business Manager attend to the Local Union's business and make all reports to the Executive Board and to Local Union body at Regular or Special Called meetings.

Section 12. 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 16 hours each month, if more than 16 hours are needed prior approval of the Business Manager is required. He/she shall receive payment for expenses incurred upon 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 6. COMMITTEES

SECTION 1. Appointment to Committees

The President shall establish all Committees not provided for in the Constitution and By-Laws or desired by the body. All committees shall perform their duties assigned to them within the time specified and shall report to the President. 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

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

This Interviewing Committee shall interview all Transferees, Re-Depositors and new candidates for membership and their vouchers. He/she shall investigate all matters as the Local may direct.

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. 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. The Business Representative shall be the Chairman of the Interviewing Committee in San Diego and Las Vegas.

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

The committee shall consist of the seven (7) Delegates and two (2) Alternates that were elected to the International Convention.

All Proposed Amendments or Resolutions that alter this Constitution and By-Laws shall be submitted in accordance with ARTICLE 17, to this Committee for review.

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. To conduct business 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.

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.

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.

SECTION 10. THE ELECTION COMMITTEE

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. The senior most Trustee will serve as Chairman. 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. If no Trustee(s) are available the five committee members will elect a Chairman from amongst themselves.

ARTICLE 7. 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 10.

SECTION 3. Reports to the Body

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

ARTICLE 8 VACANCIES IN OFFICE

SECTION 1. Business Manager

A vacancy in the Office of the Business Manager shall be filled by a recommendation from the Executive Board and approved by the membership present at the next regular meeting this appointment shall be effective until the next yearly election.

SECTION 2. Business Representative

A vacancy in the office of Business Representative shall be filled by following the procedures spelled out in Article 5, Section 10, Par. 12.

SECTION 3. Executive Board

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

SECTION 4. Elected Office

A 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.

VACANCIES PRO TEMPORE

SECTION 5. Chair Appointment Pro Temp

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

SECTION 6. 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 Chairman pro tempore.

ARTICLE 9. 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 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 15 of this Constitution and Bylaws.

ARTICLE 10. NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND DELEGATES

SECTION 1. Nomination Meeting

The nomination of Officers shall be held at one (1) Special Called Meeting that being April. 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 Bylaws

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. 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 5. 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 6. Local Union Office

The Local Union Office shall have available all books, records and other information required to establish eligibility of each candidate, such as a length of membership, good standing and payment of dues, the following Monday after

close of nomination. Candidates shall sign a statement of fact that he/she will meet requirement of Federal Law.

SECTION 7. Conducting the Election

It shall be the duty of the elected Trustees of the Local Union to conduct the election. 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.

After the ballots have been counted, the Trustees shall enclose the ballots in a selected 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 8. Eligible to Count Ballots

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

SECTION 9. Candidates or Supporters Conduct

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 seeking votes. Paid Union official shall be on vacation for the entire day any time that he/she is seeking votes and not take part in Union business during this time.

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. No Company shall be allowed to support any candidate.

Section 10. Conducting the Election

The election of officers shall be by mail in ballot. After the close of the nominations the Trustees shall prepare and mail a ballot to the last known address of all members. The ballots shall be picked up at noon from the US Post Office the day of the June Special Called Union Meeting and counted. Only members in good standing shall have their ballots counted. The election results will be read at the June Special Called Union Meeting.

All ties will be decided by flip of a coin.

Any member may request a new mail in ballot in writing.

SECTION 11. Election of Delegates to the Convention

All election of Delegates to the International Convention shall be in accordance with the International Constitution and By-Laws. The election for Delegates to the International convention shall be by mail in ballot. Nominations will take place

at a July Special Called Union Meeting. The voting process will be handled the same as above except results will be tabulated and read at the September Special Called Union Meeting.

SECTION 12. Election of Alternates

The Local Union, at the time of elections shall elect alternates to the Executive Board. He/she will be selected to serve in case of disability, resignation or unavailability for any reason of the regularly elected Executive Board members.

SECTION 13. Election of Executive Board

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. 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

Each member shall be entitled to one vote. There will be no voting by proxy and no write-in votes, anything but marks in the appropriate box will invalidate the ballot.

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 the morning of the election.

At least two (2) Trustees' along with any Election Committee members or observers, who wish to be present, shall bring the ballots, which have been received in the Post Office Box, to the Local Union Office.

The ballots shall be separated from their envelopes, and shall be blindly placed into the ballot box for counting after the close of the election. 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.

Only ballots cast by members in good standing shall be counted. 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 three years, 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

In cases of an election complaint, the complaining member or candidate shall submit his/her complaint in writing to the Recording Secretary with seventy-two (72) hours after the election results have been announced and such complaint

shall be heard and determined promptly by Local Executive Board. A new election may be ordered only if it is determined that the matter complained of, might reasonably have changed the result of the election.

SECTION 17. Installation of Officers

Installation of Officers shall take place at the first 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.

ARTICLE 11. 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, and he/she shall not be relieved from their obligations until this law is complied with.

SECTION 2. The funds of the Local or Property

The funds of the Local shall be used only for such purpose as are specified in the Constitution and By-Laws 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. Vehicles shall be furnished for the personal use of the Business Manager, Business Representatives and Organizer(s) in carrying out their official duties. Automobiles shall be UAW made and purchased by the Business Manager under the supervision of the Trustees. The vehicles will be purchased and the titled in the name of IUEC Local 18 and the title will rest at the hall. All vehicles shall be inspected by the Trustees on a quarterly basis and a report recorded with the Recording Secretary. Expenses incidental to operations and upkeep shall be borne by the Local.

SECTION 3. Authorizing use the Funds of the Local

The funds of the Local Union can only be expended after a vote of membership authorizing the expenditure. 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. All checks for authorized expenditures in will require the signature of two (2) authorized officers. No appropriations of monies can be voted on two (2) hours after the meeting commences.

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 and (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 12 MEMBERSHIP

SECTION 1. Qualifications

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.

He/she must have a high school education or its equivalent.

He/she shall not be a member of the Communist Party or any subversive movement or party, which believes in or teaches the overthrow of the United States Government by force or by illegal or unconstitutional methods. He/she must abide by their Oath of Obligation which follows:

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.

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.

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.

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 on Applications

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

PROCEDURE FOR APPLICATIONS

1) Application form(s) are completed and a deposit of \$ (\$500.00) is made at that time.

2) Applicant is investigated by the Interviewing Committee and approved by the Executive Board and voted to be accepted by the General Membership Body.

3) The Week before Initiation, the Candidate shall pay the balance of the Initiation Fee of (\$500.00).

In addition, he/she must pay:

Total Initiation Fee:

A) Five (\$5.00) dollars for Building Trades affiliation. One half day – pay to Sick Fund.

In addition to Initiation fee he/she will be required to pay the balance of those current quarters' dues: Per Capita, Relief Fund, Strike Fund, Death Benefits for prior quarter and local dues.

Applications shall be referred to the Interviewing Committee and submitted to the International Secretary-Treasurer for investigation. All applications shall be countersigned by two (2) sponsors 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. When the applicant is notified by mail, it will be their responsibility to notify his/her vouchers as to time and place to appear.

The Interviewing Committee considering all applications, shall investigate the character and qualifications, and shall report at the regular Executive Board Meeting. 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

The candidate shall be notified of the time and place to appear for his/her initiation. When presenting himself/herself for initiation He/she shall take the Oath of Obligation prescribed in the Constitution and By-Laws and attend six (6)

union meetings in a twenty-four-month period. He/she must attend and complete Local 18's union classes

SECTION 4. Good Standing

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. A member shall lose his/her good standing in the Local Union by (1) suspension or expulsion from membership after trial proceedings pursuant to ARTICLE 15 or by (2) suspension or expulsion for non-payment of dues.

Amounts held in abeyance will not affect member's good standings. Dues and assessments are payable in advance on or before the first day of the current quarter. Any member delinquent in his/her Dues or Assessments shall not be allowed to attend local meetings.

Whenever a member stands suspended he/she shall pay a two hundred and forty (*240.00*) late charge and a reinstatement fee of fifty *dollars (50.00)* and all monies due before he/she is placed in good standing. 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 preclusion.

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

Upon a motion and a second by a member in good standing of Local 18, an International member may be requested to deposit his card in Local 18. 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. He/she must also report to the Local Union Office in either Pasadena, San Diego, or Las Vegas once each month and sign the working transient book he/she shall appear before the Interviewing Committee with his/her vouchers for investigation.

SECTION 7. Removal from Active Roles

When a member retires he/she will be removed from the active membership rolls after the last day of his/her current working card. Honorary Membership cards will be issued according to Article XVI of the International Constitution and By- Laws.

SECTION 8. Special Called Meetings

For notification of Special Called Meetings, News Letters, and any other non-monetary or non-disciplinary correspondence from the Local, a member may elect to receive notification via e-mail. 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. 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 13 REVENUES

SECTION 1. Dues

The dues of this Local shall be set at the rate of two hours per month total package at mechanics rate. In addition, all members shall pay International Per Capita, strike fund/relief fund, death benefits, and any other assessment imposed by the International or a change to the Local Constitution and Bylaws. The dues shall be paid in quarterly payments. All members that attend a minimum of one meeting a quarter of either the Los Angeles Union meeting, Las Vegas, San Diego, San Bernardino, or Santa Barbra informational meetings shall receive a voucher for a 10% reduction of the following quarters Union Dues only, the voucher must be mailed in with their next quarterly dues statement to receive the credit. If no voucher is submitted there will be no credit given. Only one voucher can be used per quarter for a maximum 10% credit. There will be no accumulation of vouchers. Voucher can be submitted by electronic means.

SECTION 2. The Public Sector

Shall pay local dues of one (1%) percent of all gross earnings with a one half (1/2%) percent rebate so long as he is actively engaged in the industry and is not covered by our Health & Welfare and Pension Plan.

SECTION 3. Probationary Helpers

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

SECTION 4. International Per Capita Tax

In addition to Local Dues, all members shall pay regular dues (International Per Capita Tax) in the amount as specified in the International Constitution and By-Laws, Article VIII, SECTION 1. These dues are due and payable at the same time Local Dues are paid, and by the quarter

SECTION 5. When Dues are Due

All dues shall be paid by the quarter and in advance of the first day of the first month of the quarter, for which the payment is due. Dues must be paid on or before December 31, for the first quarter of the following year and March 31, for the second quarter and June 30, for the third quarter and September 30, 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.

SECTION 8. Returned Check

Any person whose personal check for dues, assessments or fines not honored by the bank due to lack of funds shall be considered in arrears and a late charge will be applied accordingly. A check will be considered "bad" when it is returned by the bank due to the persons own indiscretion and no fault of the bank. A fee will be charged to process a bad check, with all costs to the Local to be reimbursed by the member. The Union will not accept from anyone who has tendered two (2) bad checks in any 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 Fine

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. 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.

Dues received during the third seven (7) days of the quarter will be deemed late and late charge of one hundred and twenty dollars (\$ 120.00) total will be levied.

SECTION 13. Suspended Members

Whenever members stand suspended for being in arrears of dues and assessments, he/she shall pay all amounts due plus and in addition a late charge of two hundred and forty dollars (\$240.00) and a reinstatement fee of fifty dollars (50) before being put back into good standing.

SECTION 14. Notification of Suspension

A suspended member, upon becoming in arrears, shall be so notified by the Financial Secretary, by registered mail.

SECTION 15. Payment to be Made in Person

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. No Union Card will be issued until a check is presented in person, by the union member, at the nearest Union Hall.

SECTION 16. 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 17. 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 18. Exceptions

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

SECTION 19. 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 20. 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 Regular Dues, (International Per Capita Tax), Death Benefits and other assessments levied, providing: (1) he/she have not worked under covered employment for one quarter or more. (2) he/she make their request in person or in writing to the Business Manager.

SECTION 23. 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 return to work.

SECTION 24. Death Benefits

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.

SECTION 25. Death Benefit Beneficiary

The beneficiary of any member in good standing at the time of their deaths may receive from the Union a death benefit of five thousand (\$5000.00) dollars.

SECTION 26. Initiation and Transfer Fees

All qualified applicants for membership of this Union shall pay an Initiation Fee of one thousand dollars (\$1000.00) of which five hundred dollars (\$500.00) dollars is to be placed on deposit, with the Union, at time application is made.

SECTION 27. Balance of Fees

Upon acceptance and obligation, the balance of the Initiative Fee, five hundred dollars (\$500.00) shall be paid no later than the first Monday before the Union meeting.

SECTION 28. Additional Fees

In addition to the Initiation Fee, a five (\$5.00) dollar fee for Building Trades affiliation and a contribution of one half of one day pay to the Sick Fund are payable, at the time the balance of the Initiation Fee is paid.

SECTION 29. 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 30. Sick Benefits

For members to qualify for the Sick Benefit, he/she shall notify the Union Office in writing (within one year of injury) of the date he/she were first off sick and the date He/she returned to work. He/she must also present to the Union Office a bona fide statement from their doctor stating the nature of their illness. Benefits may be twenty (\$20.00) dollars for the first calendar week and six (\$6.00) dollars for each additional day He/she are off ill thereafter. No member may receive more than four hundred (\$400.00) dollars for the same accident or illness.

SECTION 31. Welding Reimbursements

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

SECTION 32 Temporary Assessments, Strikes, and Lockouts

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

In the event of a General Strike or Lockout, and Interim Agreements are signed an additional ten (10) percent Assessment of the gross pay of all members working in the industry will become effective. This Assessment to commence at 8:00 A.M. on the sixth (6th) Monday following the called strike or lockout and to terminate at 4:30 P.M. on the day the strike or lockout is ended, or the members are ordered back to work.

SECTION 36. Local Strike Fund Assessment

The members of Local 18 will be assessed to fund the Strike Fund.

SECTION 37. Increase Dues, Assessments, Initiation Fees

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 meeting for consideration. 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 if such dues, initiation fee or assessment, shall be changed or levied. This notice shall indicate the subject of the resolution to be voted on. A majority vote by secret mail ballot of the eligible members voting shall decide the issue.

SECTION 38. The Relief Fund

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. The assessment amount shall be determined by the Executive Board. The amount collected will be held separately from all other Local assets and shall be administered by the Executive Board of Local 18. The criteria a Member must meet to be eligible is as follows:

The Member must be unemployed and be in good standing with the local Union. The Member must make application in writing to the Executive Board and fill out all the proper forms with NEIBP for extension of benefits.

The applicant must be actively seeking employment in the Elevator Industry.

Any Member seeking coverage for a period longer than six (6) months must re-apply, before the seventh (7th) month, to the Executive Board of the Local for review of his status. The Executive Board shall have the right to rescind all benefits to the Member, based upon written rules that are uniformly applied. This assessment shall remain in effect until the Executive Board of Local 18 determines the unemployment rate of the Local has returned to a normal level or the General Membership rescinds the motion as provided by the Constitution and By-laws of Local 18, or until the Relief Fund's assets are exhausted. This assessment shall become effective after approval by the body and will not be retroactive from that date.

SECTION 39. Permanent Assessment

If section 38 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 40. Relief Fund and or Strike Fund Assessments

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 in accordance to Section 39 within. The Executive Board has the authority to administer said funds in accordance to the Constitution and Bylaws. 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. The proposal to change the allocation to each fund may be submitted as a verbal recommendation to the membership at a Regular Called Meeting. 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.

ARTICLE 14. DUTIES OF MEMBERS

SECTION 1. Duties to Report

All members of this Local Union shall have the duty to (1) keep the Financial and Recording Secretary properly notified of the place of residence and all changes. When he/she go out of town to work, notify the Business Manager of their whereabouts, 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

SECTION 2. Reporting of Lost Time

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. Any illness after five (5) days shall be reported within twenty-four (24) hours.

SECTION 3. Loitering at Company Shop

Any member or Officer of the Local may be disciplined by the Local Union in accordance with Article 15. SECTION 4. It will be unlawful for Members to loiter at Company Shops or to solicit jobs. 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 15.

SECTION 5. Tools

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

1. Electrical power tools and adapters.
2. Chain falls, block falls, rope or other hoisting equipment
3. Electrical measuring instruments or testers of any kind.
4. Extension cords and light bulbs.
5. Tools that use explosives to actuate, are not to be used at any time.
6. Ladder of any kind or length.
7. Brick and cold chisels over 1/2 inch.
8. Welding, burning outfits or blowtorches.
9. "C" clamps of any size.
10. Hacksaw blades.
11. Chainsaws.
12. Concrete drilling tools.
13. Grease guns or oil cans over one pint.
14. Flashlight or lantern batteries.
15. Electrical plugs and sockets.
16. Redheads, cinch anchors etc.
17. Bench grinders and vises.
18. Pipe dies or bolt dies of any size.
19. Pipe benders of any kind or size.
20. Drills, taps or reamers of any size.
21. Micrometers or aligning gauges.
22. Greenlee knockout punches (mechanical or Hydraulic).
23. Hole saws.
24. Hand trucks or dollies.

25. Special wiring or cable tools.
26. Ladles or melting pots.
27. Stop watches or tachometers.
28. Levels over 24 inches.
29. Pipe wrenches or "Crescent" wrenches over 12 inches.
30. Chain tongs, power bars or pinch bars.
31. Jacks (mechanical or hydraulic).
32. Bell and battery sets.
33. Torque wrenches.
34. Sledge hammers over four (4) pounds.
35. Steel wedges.
36. Communication equipment.
37. Gear pullers of any size.
38. Beam clamps.
39. Rechargeable flashlights.
40. "Channel Lock" pliers or other pliers over 14 inches.
41. Pulleys for wiring.
42. Sockets, over 1 1/8 inch (1/2" drive).
43. 3/4 inch drive socket sets.
44. Floor laying tools.
45. Permanent or electrical magnets.
46. Any OSHA required safety equipment.
47. Painting tools.
48. Files.
49. End wrenches over 1 1/8, inches.

SECTION 6. Tools to be furnished by Apprentice

The following tools shall be furnished by a helper.

1. Retractable tape measure
2. "Channel Lock" type pliers, not over 10".
3. Screwdriver (combination Phillips or slotted).
4. Pocketknife.
5. Pencil and note pad.

SECTION 7. 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 15. 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 two thousand (\$2000.00) dollars per offense, suspended or expelled. The following are the punishable offenses:

1. Failure or refusal to adhere to or comply with the provisions of the Constitution, By-Laws and policies of the International Union
2. Failure or refusal to adhere to or comply with the decisions and order of the Officers of the International Union.
3. Failure or refusal to adhere to the provisions of the Constitution and By-Laws of a local union;
4. 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;
5. Failure or refusal to support the jurisdictional claims of the International Union.
6. 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
7. Misappropriation or embezzlement of funds or property belonging to the International Union and/or to a Local Union;
8. Engaging in conduct unbecoming to a member of the International Union and of any Local Union.
9. Wronging a member or officer of the IUEC by any act or acts causing economic harm
10. Physical abuse of officers or members at or near any union function.
11. Fostering secession or withdrawal of a Local Union from the International Union.
12. 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.

13. 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 Transportation Agreement;
14. The divulging of any of the secrets of the International Union and/or local union;
15. The engaging in conducts which unduly impedes the work of any Officer of the International Union and/or Local Unions.
16. Divulging trade secrets to any one not working under the jurisdiction of the IUEC.
17. A Member who crosses an IUEC picket line may be fined the wages he/she earned while he/she worked behind the picket line.

SECTION 2. Duty to Report Violations

It shall become the duty of any member or any Officer of this Union who may come to 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

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.

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. The charges must be signed by the member making the charge and filed with the Recording Secretary.

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

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. 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.

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. When a member is served with charges and notice of hearing by registered 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. The member may appear in person and with witnesses to answer the charges preferred against him/her. He/she may select a member of the Local Union as counsel to represent him/her in the presentation of his defense.

Only Union members can serve as his/her counsel at the hearing.

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

After the close of the hearing, the Executive Board shall come to a decision. The Executive Board shall orally or in writing, report its decision and the penalty, if any, to the Local Union at the membership meeting. 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.

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.

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.

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 International Constitution and Bylaws Article XVIII.

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. The expelled members must pay the assessment that is not to exceed five thousand (\$5000.00) dollars together with the re-initiation fee before he/she may again become a member of the International Union and the local union.

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.

SECTION 7. Disqualification of the Executive Board

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 of 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.

The Hearing Officer or Officers so appointed shall act in the place of the Local Executive Board and shall render a decision to the Local Union in accordance with SECTION 5.

SECTION 8. Filing Charges with the General Executive Board

When any member, Officer or Local Union of the International Union commits any violation of the provisions of this 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. The General Executive Board shall have original jurisdiction to conduct the trial on such charges.

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.

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.

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.

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.

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.

“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.”

If the General Executive Board’s verdict is expulsion, the General 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.

The Expelled member must pay the assessment that is not to exceed five thousand (5000.00) dollars together with the local union’s initiation fee before He/she may again become a member of the International Union and the Local Union.

SECTION 9. 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 10. Filing an Appeal

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. The General Executive Board shall thereafter render a decision of any such appeal.

SECTION 11. Appeals Made to the General Executive Board

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.

The General Executive Board may, in its discretion, on any appeal consider simply the record before it or it may consider additional oral or written evidence presented by the parties

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 hearing shall make findings and recommendations to the full membership of the General Executive Board for its final vote and decision. On any appeal that comes before the General Executive Board,

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 International Executive Board.

SECTION 12. 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 13. 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 14. 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 General Executive Board shall act in accordance with Article XXVII of the International Constitution and By-Laws.

SECTION 15. Recovery of Union Funds

If a member does not voluntarily pay the Local Union all Dues, Assessments, or Fines the members 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 16. GRIEVANCES, STRIKES

Any grievance arising between 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. He may be free to call upon the Labor Committee, if necessary, for the solution to the problem. Failure in finding the solution, he may report to the Executive Board for their approval of work stoppage until an equitable solution can be found. No strike may be called without the sanction of the International Union.

ARTICLE 17. AMENDMENTS AND RESOLUTIONS

SECTION 1. AMENDMENTS

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

The membership shall be notified in writing as to the Article and Section to be amended and it shall be posted in its entirety on the IUEC Local 18 website as to the article and section to be amended at which meeting. Having met with affirmative action, the proposal shall be read and discussed at least two (2) consecutive special called meetings

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 days after the ballot was mailed. A 2/3 majority of all ballots counted shall decide.

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 in the rules.

SECTION 2. RESOLUTIONS

Resolutions or motions that do not change or amend the Constitution and By-laws, such as expressions of opinion, condolence, endorsement, gratitude or the like, may be presented and acted upon at the same meeting.

Resolution and amendments that do alter the Constitution and By-Laws must in all cases be presented in writing and in accordance with ARTICLE 17, SECTION 1. Otherwise he/she will not be considered.

Constitution and By-Laws committee shall have the power following adoption of the Constitution and By-Laws 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 Bylaws, to divide Articles with several subjects into separate Articles, to re-capture Articles and the power to incorporate in the constitution in the form of new Sections those resolutions and reports adopted by the Membership that have the force and effect of laws.

ARTICLE 18. SAVING CLAUSE

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.

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.

JOINT INDUSTRY & ARBITRATORS DECISION ON WORK TO BE DONE TO ELEVATORS & ESCALATORS

1. The twenty-one (21) items listed from page 99 to 106 of the Standard Agreement.
2. 1/8/73 - Safety Edges are not to be mounted.
3. 1/8/73 - Duct raceways are not to be mounted to cab canopy.
4. 1/8/73 - Door locks Are not to be pre-installed are not to have extended wiring or Greenfield connector installed.

5. 1/8/73 - Any nylon strip on hoist-way door track should not be installed. Should be removed, turned around and re-drilled.
6. 1/8/73 - Safety Operating Switch and Compensating Sheave Switch should not be installed nor pre-wired.
7. 1/8/73 - Site Guards on hall doors should not be installed.
8. 1/8/73 - Any external wiring (Mainly, U.S.) cannot be prepared for wiring and no longer than 8".
9. 1/8/73 - No Hall Lantern P.I. or Car O.P. Hall Button Box should be pre-mounted or installed.
10. 2/6/73 - Fish Plates not to be attached rails.
11. 6/5/73 - Pennant Stations or Inspection Stations should be installed in the field.
12. 6/5/73 - Traveling Cable hangers installed in field.
13. 6/5/73 - External Gate Switch and wiring mounted in field and actuating cam on roller.
14. 6/5/73 - Pre-marked or pre-drilled holes in platform for cab is a violation.
15. 6/5/73 - Cams to actuated safety edge should be mounted in field.
16. 6/5/73 - Safety edge cable to be mounted to door in field.
17. 6/5/73 - Only fitting to house projection and receiving units on top of car junction box for sensing units to be mounted. No other external wiring or fittings.
18. 11/2/73 - All rail brackets cannot be shipped with hardware on.
19. 3/6/73 - any dumbwaiter with capacity in Excess of 500 lbs. must have hoist-way doors removed and reinstalled in the field.
20. 2/9/82 - companies may ship their door operator and hanger assembly presser- bled, however the gate switch with Greenfield and Greenfield connectors, door relating cables should be disassembled or removed. All hoist-way door hangers must have relating devices removed and reinstalled.
21. 4/13/82 - Any holes drilled and tapped in a company's door to accept G.A.L. door closers are a violation.
22. Extended wiring on controllers for escalators must not be prepared for wiring on both ends.
23. ***When in doubt call the Business Representative.***