

**CONSTITUTION  
BY-LAWS & WORKING RULES  
OF  
UNITED UNION OF ROOFERS,  
WATERPROOFERS & ALLIED WORKERS  
LOCAL UNION NO. 153  
TACOMA, WASHINGTON**

**3049 South 36th Street, Room 213  
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Affiliated with the AFL-CIO and Building and Construction Trades Department

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LOCAL #153  
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Amended June 5, 2014  
Amended October 3, 2019  
Amended June 9, 2022

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**PREAMBLE**

In adopting the following Constitution and By-Laws, we are mindful of the fact that Labor's gains were not achieved by any individual action, nor by any certain group of individuals. Rather Labor has accomplished its aims and purposes through the efforts and cooperation of the membership acting as a unit. We recognize that the problems with which this Labor Organization is accustomed to deal are not limited to "bread and butter" unionism or to organization and collective bargaining alone, but encompasses a broad spectrum of economic and social objectives as set forth in our Constitution and By-Laws and as this Union may determine from time to time: we, therefore, determine and assert that the participation of this Labor Organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the sole benefit of the organization and its members. We, therefore, strongly urge each and every member to take an active part in all of the affairs of our Union. We maintain that an alert and active membership will build and keep a healthy organization.

## **ORDER OF BUSINESS**

1. Calling the meeting to order.
2. Financial Secretary's report.
3. Roll call of officers.
4. Reading the minutes of the previous meeting.
5. Installation of officers.
6. Initiation of new members
7. Balloting on candidates.
8. Communication and bills.
9. Reports of officers and shop stewards.
10. Reports of delegates and committees.
11. Reports of accidents, sickness or death of members.
12. Unfinished business.
13. Election of officers.
14. New business.
15. Reading of delinquent or suspended members.
16. Good and welfare.
17. Business Representative's report.
18. Nominations
19. Adjournment

## **OBLIGATION**

I (give name) solemnly pledge my word of honor that I will abide by the Constitution, By-Laws and Working Rules of this Union. I will pay all dues and assessments levied against me and I will never divulge any of the private business of this local.

## **OBLIGATION OF OFFICERS**

I (give name) solemnly pledge my word of honor that I will faithfully discharge the duties of my office in this Union; that I will support the Constitution of the United Union of Roofers, Waterproofers and Allied Workers Local #153, and it's laws and I will enforce the same to the best of my ability without prejudice or partiality.

## **CONSTITUTION**

### **ARTICLE I – Name and Objects**

**Section 1:** This Organization shall be known as the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 153.

**Section 2:** The objects of this Union shall be:

- (a) To unite into one (1) labor organization, all workers eligible for membership, regardless of religion, race, creed, color,

- (a) provide services to those who are organized.
- (b) To secure improved wages, hours, working conditions and other economic advantages through organization, negotiations and collective bargaining, through the advancement of our standing in the community and in the Labor Movement through legal and economic means, and other lawful methods.
- (c) To engage in community activities which will advance the interests of this organization and it's members in the community and in the nation, directly or indirectly.
- (d) To protect and preserve the Union as an institution and to perform it's legal and contractual obligations.
- (e) To carry out the objectives of the International Union as an affiliate thereof and our duties as such an affiliate.
- (f) To receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth herein and to the International Constitution and for such additional purpose and objectives not inconsistent therewith as will further the interests of this organization and it's members directly or indirectly.

## **ARTICLE II – Jurisdiction**

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

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

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

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

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

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

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

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

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

All operation of slate cutting or punching machinery.

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

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

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

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

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

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

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

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

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

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

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

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

All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing, weatherization and/or waterproofing.

All rock asphalt and composition roofing.

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

All epoxy materials used for roofing and waterproofing.

All rock asphalt mastic when used for damp and waterproofing

All prepared paper roofing.

All laying of felt, paper, membrane, ice and watershields, air, vapor, intrusion mitigation and moisture barriers or similar underlayments.

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

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

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

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

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

All tarred floors.

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

All waterproofing of shower pans and/or stalls.

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

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

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

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

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

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

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

All solar or photovoltaic cell-type structures that are used as substitutes

for ballast or membrane protection.

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

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

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

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

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

- a) PVC (polyvinyl chloride systems)
- b) Butyl Rubber
- c) EPDM (ethylene propylene diene monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorinated polyethylene)
- f) CSPE (chlorosulfonated polyethylene)
- g) Modified Bitumens (rubberized asphalt or non-asphalt membranes)
- h) Neoprene
- i) NBP (nirile alloy)
- j) EIP (ethylene interpolymers)
- k) TPO (thermoplastic polyolefins)
- l) ETFE (ethylene tetra fluoro ethylene)
- m) ECB (ethylene-copolymer-bitumen and anthracite dusts) also known as modified or plasticized asphalts.
- n) PUMA (polyurethane methacrylate) and PMMA
- o) HDPE (high-density polyethylene/PEHD polyethylene high-density/hydrocarbon resistant membrane)
- p) Polyurethanes and Modified Polyurethanes, Polymers – modified and monolithic
- q) Cementitious Waterproofing
- r) Sodium Bentonite (clay membranes)
- s) KEE (ketone ethylene ester/molecular ethylene interpolymer)
- t) Epoxy

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

All components of elastomeric, elasto-plastic and thermo-plastic roofing systems used to seal the roof, including but not limited to, nailers, blocking,

ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashings, drain flashings, flashing, roof to wall flashings, gravel guard, compression seals, termination bars, caulking and sealants.

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

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

(5) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

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

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

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

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

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

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

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

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

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

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

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

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

(18) All wrapping and/or coating of underground piping with bitumastic



enamel or cold process, polykin tape, tapecoat, or other asphaltic coating or tapes and the preparation of surface by sand blasting or wire brushing.

(19) All operation of jeeper or holiday detectors.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III – MEMBERSHIP**

**Section 1:** Any person of good moral character, employed in craft or various employments over which this Union has jurisdiction, shall be eligible to membership, subject, however, to the following provisions:

- a) He/she shall, if a resident of the United States of America, be a citizen of the United States of America or he/she has declared his/her intentions to become a citizen of the United States of America and has not thereafter, while a member of this International Union, permitted such declaration to lapse; or if he/she is a resident of another country in which a local union is chartered, then he/she shall be a citizen of that country or he/she shall have declared his/her intention to become a citizen thereof, and he/she shall not thereafter, while a member of this International Union, permit such declaration of intention to lapse.
- b) He/she shall not be a member of, or in any manner affiliated with, any subversive organization, nor shall he/she become, while a member of this International Union, a member of, or in any manner affiliated with any such subversive organization.
- c) Any member who becomes an employer shall not be eligible to nominate, be nominated or vote in any election of officers or on any collective bargaining agreement.
- d) He/she shall have agreed to comply with and be bound by the terms and provisions of this Constitution and the By-Laws promulgated hereunder and of the Constitution and the By-Laws of the Local Union to which he/she shall be affiliated.
- e) Nothing contained in this Article shall be considered to limit the right of a Local Union to require an applicant to pass an established uniform examination covering his mechanical ability and competence to perform the work of this craft.
- f) Members shall be responsible for the payment of and compliance with all obligations owed to the Union. Members may resign membership by written notice to the Local Union Secretary-Treasurer. Such resignation shall be effective upon its receipt by the Local Union Secretary-Treasurer. Resignations shall not excuse or relieve responsibility for violations occurring before its effective date. Thereafter, the Local Union Secretary-Treasurer shall forward a copy of such resignation to the International Secretary-Treasurer.

**Section 2:** All officers of the executive board that attend a required

meeting shall be reimbursed 1 hr. at the Journeyman rate of pay before fringe benefits for travel expenses.

## **ARTICLE IV – OFFICERS AND THEIR DUTIES**

**Section 1:** The officers of this Local Union shall consist of a President, Vice-President, Recording Secretary, Financial Secretary-Treasurer and Business Representative, Warden with two Trustee Positions #1 - #2 who shall also be members of the Executive Board.

**Section 2:** In addition to the officers hereinafter provided for, there shall be an Executive Board, which shall consist of the Officers named in Article IV, Section 1, and in addition, thereto, two (2) members referred to as Trustee Positions #1 and Trustee Positions #2. It shall be the responsibility of Trustee Positions # 1 to cover for the Recording Secretary in case of his/her absence. It is the responsibility of Trustee Positions #2 to cover for the Warden in case of his/her absence. Each member other than the Officers shall be elected in the manner and form and at the time provided for in Article V. The Executive Board shall have such duties as are herein provided for or as many duties as from time to time be given to it by the membership.

1. To decide all points of law.
2. All grievances and appeals submitted to them and their decisions shall be final and binding unless reversed by the Union at the next regular meeting following the date they were submitted.
3. A majority vote of the Executive Board shall rule on all matters brought before it.

**Section 3:** The Business Manager shall make certain that all rules and regulations of the Union are complied with. They shall carry out the instructions of the Union. It shall be their duty to promote the best interests of the Union; to oversee all work coming under the jurisdiction of the Union; to see that the Constitution and By-Laws are lived up to by all the members; to make certain that all contractual obligations between the Employers and Employees are complied with and to organize un-represented workers performing the roofing trade. They shall be an (ex-officio) of all committees. He/she shall be a delegate to the local Building and Construction Trades Council, a delegate to the Northwest District Council of Roofers and a delegate to the Roofers International Convention. He/she shall visit the office of each local signatory contractor at a minimum of once per month to keep the communication lines open between the Employer and the local Union. He/she shall submit a daily log for the month to the Executive Board of all duties performed each day, jobs checked, contractor's visited, etc. The Business Agent will be allowed Ten (10) days total of paid leave, including the holidays specified in the Collective Bargaining Agreement

**Section 4:** The salary of the Business Manager shall be Forty (40) hours per week plus fringe benefit contributions at the prevailing Journeyman scale for roofers as provided for in the Roofers Union Local #153 Labor Agreement. Upon

2nd consecutive term the salary of the Business Manager shall increase to 10% above journeymen rate of pay at (40) Forty hours per week plus fringe benefits contributions at the prevailing Journeymen scale for Roofers as provided for in the Roofers Union Local #153 Labor Agreement. Upon 3rd consecutive term the salary of the Business Manager shall increase to 15% above journeymen rate of pay at (40) Forty hours per week plus fringe benefits contributions at the prevailing Journeymen scale for Roofers as provided for in the Roofers Union Local #153 Labor Agreement. All delegates, when away from home overnight, shall be reimbursed for expenses, receipted lodging and meals, and the Union shall pay mileage at the Standard Internal Revenue Service allowance per mile to and from the Tacoma Roofers Union office, or airline fare, for the delegate only, whichever is the lesser amount involved. This Local Union shall not pay mileage to any delegate to and from Tacoma for the purpose of attending and International Convention. An Officer removed from office shall not be eligible to receive any salary for the balance of the term of the office from which he was removed. All salaries of Officers shall be paid from the General Fund.

**Section 5:** The Financial Secretary/Business Manager shall be an ex-officio member of the Negotiating Committee. The Financial Secretary-Treasurer shall receive all dues and monies paid into the Union. He shall carry on such correspondence as pertains to his office in the name of the Union. He shall be custodian of the archives and seals of the Union, and perform such other services as the duties of this office may require. He shall keep an accurate account of all monies received and expended and a correct account of each member and full name and address. He/She shall give a financial report at each meeting. He shall draw all warrants and countersign all orders and perform such services as the duties of his/her office may require. He/She shall keep a yearly dues book, wherein shall be recorded each members' name, when he is admitted to membership, when he pays dues and assessments, when he is expelled, withdrawn, or dies. Which book shall be the register of the Union. He/She shall issue receipts for all monies collected and shall make no disbursements (except for paying current bills) without the sanction of the Union. All bills shall be paid when due and shall not be allowed to become delinquent and all bills shall be paid by check. He/She shall maintain all records as are provided for by Article VI of the By-Laws of the International Union and shall keep such records for the period of time required by law, and shall be bonded in the manner and form required by law. He shall not allow any working member to work on any roofing site while said member is suspended three (3) months or more in arrears in his/her dues. He shall not waive the re-instatement fees owed to the local by any suspended member. He/She shall close the financial books on the last working day of the month no later than 5:00 P.M. for payment of union dues owed to the local.

**Section 6:** It shall be the duty of the President to preside at all meetings of the Union, to preserve order therein, to sign all official documents, to appoint all committees not otherwise provided for, to decide all points of law and order, subject to an appeal from the Union, and perform all other duties which may rightfully pertain to his office. He/She shall have the right to speak on all questions

by vacating the chair, to vote on all elections of officers and admissions of all new members. He/She shall also be a member (ex-officio) of all committees and shall call special meetings when requested to do so by five (5) members in good standing.

**Section 7:** The Vice-President shall assist the President in the discharge of his/her official duties and fill his place in his absence. In case of death, resignation or removal from office of President for full un-expired term, an election will be held to fill the Vice-President's term.

**Section 8:** The Recording Secretary shall keep correct minutes of each meeting and shall read all correspondence, documents and communications.

**Section 9:** The Warden shall examine dues receipts of members at the opening of each meeting and shall not permit anyone to enter during the meeting without a proper dues receipt, unless otherwise ordered by the President. The Warden shall also act as a messenger for the President and the Union, and he/she shall assist in the initiation of new members.

**Section 10:** All officers shall deliver all of their books, records and other property of the Union in their possession to their respective successors in office upon the close of their respective term of office.

## **ARTICLE V – NOMINATIONS AND ELECTIONS**

- Section 1:**
- (a) No member shall be eligible to hold office unless he has been a Journeymen/member in continuous good standing for at least **two (2)years** prior to nomination.
  - (b) No member shall be eligible for nomination to office who is not present at the time of nomination, unless absent on official business.
  - (c) No member who has been convicted of, or served any part of a prison term resulting from his conviction of robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault which inflicts bodily injury, or assault with the intent to kill, or a violation of Title II or Title III of the Labor-Management Reporting and Disclosure Act of 1959, or conspiracy to commit any such crime shall be eligible to hold office during or for (13) thirteen years after such conviction or after the end of such imprisonment, unless prior to the end of such (13) thirteen year period his citizenship rights are fully restored or the Board of Parole of the U.S. Department of Justice determines such member's service as an Officer would not be contrary to the purposes of the Labor-Management Reporting and Disclosure Act of 1959.
  - (d) No member shall be eligible to hold office if said member shall have, at any time in the past, been tried by

- either the Union or International Union and found guilty of misappropriation, embezzlement or theft of funds belonging to either the Union or International Union.
- (e) All nominations and elections shall be held in accordance with the current United State Department of Labor Election Laws

**Section 2:** Nominations for officers of the Union and delegates of affiliated organizations shall be made at the first meeting in November of the election year.

**Section 3:** Officers shall be elected by secret ballot every three (3) years. The next said election to be held in the year **2024, 2027, 2030**. The officers shall hold office until their successors are duly elected and installed.

**Section 4:** Delegates shall be elected by secret ballot at the same time as the officers are elected except that an election of delegates may be held more often, if necessary. The Financial Secretary-Treasurer & Business Representative and the President shall be elected as delegates by white ballot at least Sixty (60) days prior to the International Convention.

**Section 5:** At least twenty (20) days prior to the date of nomination, specific notice of the date, time and place of the nomination meeting and the offices involved (including delegates to be elected) shall be given in such a manner as shall be reasonably calculated to reach members in time to give them an opportunity to make nominations of candidates.

**Section 6:** Every member who is in good standing shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Union pursuant to his voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, vote for or be a candidate for office in the Union by reason of an alleged delay or default in the payment of dues by his employer to the Union.

**Section 7:** Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and minutes shall be kept of said meeting.

**Section 8:** Any questions of eligibility of candidates nominated at any nomination meeting shall be decided by the President within (5) five business days and shall be appealed to the International President or his designee.

**Section 9:** Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair, without further nominations being made. Every member

eligible to nominate candidates shall be entitled to nominate one candidate, but only one, for each office open.

**Section 10:**

Immediately after the close of nominations, the President shall appoint an Elections Board, consisting of one judge to supervise the election and such tellers and clerks as may be necessary. Any members of the Elections Board must have been in continuous good standing for a period of at least one (1) year prior to their appointment. A candidate for any office shall not be eligible to appointment to the Elections Board.

**Section 11:**

The Elections Board shall have complete charge of the election, subject to the following rules:

- (a) Elections shall be held on the meeting following nominations.
- (b) After nominations, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election shall be mailed to each member at his last known home address by the Financial Secretary.
- (c) Voting shall be conducted by secret ballot. The Elections Board shall provide the number of ballot boxes or voting machines or booths deemed necessary for the election. There shall be no proxy vote, no absentee ballot and no write-in of candidates, nor will any nominations be permitted on the day of the election. Each member in good standing shall be permitted to one vote for each office.
- (d) The Financial Secretary shall arrange the ballot, listing alphabetically. He/She shall show the proper names of all eligible candidates for each office and shall have the ballots printed for use at the election. He shall also be present at the election and shall have with him an alphabetical list of all members of the Union eligible to vote.
- (e) Each candidate shall have the right to have an observer who shall be a member of the Union at the polls and at the counting of the ballots. Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be set aside pending determination as to their validity. All challenges shall be investigated to determine their validity as promptly as possible if the challenged ballots are sufficient in number to affect the result of the election.
- (f) Protests concerning the rulings on the eligibility of voters and the conduct and validity of the election shall be filed in writing within forty-eight (48) hours with the President of the International Union who, or his designee, shall decide such protests within ten (10) days. Decisions of

the International President as to which officers shall conduct the affairs of the Union pending final resolution of the protest shall be binding.

- (g) Officials of the Elections Board shall not campaign for any candidate.
- (h) The Elections Board shall maintain such procedures as are necessary to determine the identification of the member voting and his eligibility to vote.
- (i) Where there is more than one candidate for an office, the candidate receiving the most votes shall be declared elected. When more than one member is to be elected, as in the case of delegates, the candidates receiving the most votes shall be declared elected.
- (j) After the completion of the count, the ballots shall be sealed by the Elections Board and turned over to the Financial Secretary.
- (k) All nominations and election records, including the minutes of the nominations and the ballots cast shall be preserved by the Financial Secretary for a period of at least one (1) year.

**Section 12:**

In connection with the nominations and elections, the Financial Secretary shall:

- a) At the time of any nomination, review the eligibility to hold office of any member at his/her request and shall make a report on the eligibility of that candidate at such meeting or with (5) five business days thereafter;
- b) May require that all campaign literature be presented to him/her at the office of the Union not later than twenty (20) days prior to the date of the election and may, where in his/her judgment it appears necessary, provide for a consolidation of such distribution, in which case the cost of such distribution shall be assessed upon the candidates involved on a pro-rata basis;
- c) Shall, to the extent required by law, make available for inspection by any bona-fide candidate, the membership list of the Union covered by union security agreements, once within (30) thirty days prior to the date of the election and such inspections shall be arranged by the candidate with the Financial Secretary in advance. No candidate shall be permitted to copy any names or addresses of members shown on such lists and inspection must be made in the presence of the Financial Secretary or his designee; and
- d) Shall retain copies of all requests for distribution for campaign literature and copies thereof, shall make a



- record of the date the literature was distributed, the cost thereof, and the amount received for such work and for postage, a copy of the notices of nomination and of the election, a copy of the ballot, the official tally sheets and all other records relating to the election.
- e) Any member of the Elections Board violating any of the laws relating to an election shall be tried by the Executive Board upon charges properly made, and if found guilty, shall be subject to the penalties imposed by the Executive Board.
  - f) Any member willfully committing or attempting to commit fraud or in any way corrupting or obstructing an election of officers of this Union shall be cited on charges to appear before the Executive Board and upon conviction, shall be subject to penalty.
  - g) The installation of officers shall take place at the first regular meeting following the election of officers; provided however that during that interim, the newly elected officers shall be eligible to attend such functions and meetings to which the officers are obligated to attend.

## **ARTICLE VI – DELEGATES**

**Section 1:** The Union shall affiliate and shall elect delegates to the Pierce County Central Labor Council, the Northwest District Council of Roofers, and to the Convention of the International Union. All duly elected delegates of this local Union, other than the Financial Secretary-Treasurer and Business Representative, shall be reimbursed the amount of **2 hours of Journeyman Pay before fringe benefits** to cover expenses for attending any council meeting of the Pierce County Central Labor Council, the Pierce County Building and Construction Trades Council and the Pierce County Roofers Joint Apprenticeship Training Committee.

**Section 2:** In electing such delegates to the above organizations, the Union by a majority vote of the membership present at a meeting called for that purpose, may reduce the number of delegates to be chosen.

**Section 3:** The Executive Board may at their discretion, elect to have delegates assigned to other organizations as they see fit. These organizations may include but are not limited to, school boards, community associations or business groups. Any such delegate shall be nominated, elected and compensated in the same manner as other delegates

## **ARTICLE VII – VACANCIES IN OFFICE**

**Section 1:** Any officer who absents himself/herself for three (3) consecutive meetings without a satisfactory excuse shall be removed from office, as shall any officer found guilty of conduct unbecoming an officer and member of the Union. Said officer to be notified by Certified Mail sent by the Financial Secretary.

**Section 2:** In the event a vacancy shall occur in an elective office, such vacancy shall be filled by a special election. The President at a regular meeting shall announce such vacancy, and thereafter, the procedures relating to nominations and election of officers in accordance with Article V shall apply, except for the date, time and place of election which shall be determined by the general membership in attendance.

## **ARTICLE VIII – RULES OF ORDER IN A MEETING**

**Section 1:** Every member who speaks or offers a motion shall stand, state his/her name, and shall respectfully address the Chair. When he/she has finished speaking, he/she shall sit down. While speaking, he/she shall confine himself/herself to the question under debate, avoiding all personalities and decorous language, as well as any reflection upon the Union or any of its members.

**Section 2:** Any member who shall have been called to order for expressing ill temper or improper feeling shall not be permitted to speak again at that meeting, except by a majority vote of the membership voting at the meeting.

**Section 3:** No member shall be admitted during the calling of the roll and reading of the minutes.

**Section 4:** The Chairman shall announce the votes and the decision of the Union upon all subjects. His/her decisions on questions of order shall be without debate, unless, entertaining doubts on a point, he/she invites it.

**Section 5:** No member shall disturb another while he/she is speaking unless calling him/her to order for words spoken. Such a request shall be addressed to the Chairman.

**Section 6:** Members at all times shall respect the rights of all officers and other members. If any member shall refuse to come to order when ordered to do so by the Chairman, he/she shall be subject to trial and penalty.

**Section 7:** After any vote on a question, except for indefinite postponement, has been taken, any member who voted with the majority may at the same time or at the next succeeding meeting move for a reconsideration thereof.

**Section 8:** Any person leaving the hall during the regular meeting shall first approach the Chair and request permission to leave the hall from the Chairman.

**Section 9:** Robert's Rules of Order shall be the authority to decide all questions not herein provided for insofar as consistent with the Laws and regulations of this Union.

## **ARTICLE IX – CHARGES, TRIALS AND APPEALS**

**Section 1:** Every member of the Union shall have the right to meet and assemble freely with other members, to express any views, arguments or opinions and to express at meetings his/her views upon the candidates in an election or upon any business properly before the meeting. Every member

shall have equal rights and privileges to nominate, to vote in elections, to attend membership meetings, and to participate in the deliberations and voting upon the business properly before the meeting. Nevertheless, the rights of each member are subject to the rules and regulations herein adopted and nothing therein contained shall be construed to impair the right of this Union to adopt and enforce reasonable rules as to the responsibility of each member toward the Union, and each member is obligated to refrain from conduct that would interfere with the performance by its officers and members of legal or contractual obligations of the Union.

**Section 2:** Whatever charges are preferred against any member, or officer, the charges shall be filed in triplicate with the Financial Secretary, who shall file one copy with the International Secretary-Treasurer, retain one copy for use by the Executive Board, and serve, either in person or by registered, or certified mail, one copy of the charges specifying the matter of the offence upon the accused.

**Section 3:** The accused shall be required to stand trial at the time and place designated by the Executive Board, which shall not be less than fifteen days from the date the charges are served upon the accused. Notice of the time and place of the trial shall be given by the Financial-Secretary in the same manner as provided in the preceding section. The accused may appear in person and with witnesses to answer the charges. He/She may select a member of the Union to represent him/her. No interested member shall sit on the trial board.

**Section 4:** If the charges, or any portion thereof are sustained, than the Executive Board shall render judgment, imposing disciplinary action as herein provided. If the charges are not sustained, they shall be dismissed and the accused restored to full rights of membership or office in this Union, as herein provided. The Trial Board report of its findings and sentence, if any, shall be submitted to the next regular meeting of the Local Union. The Action of the Trial Board shall be considered the Action of the Local Union and the report of the Board shall conclude the case. The disciplinary action may consist of reprimands, fines, suspensions or expulsion.

**Section 5:** In the event disciplinary action is taken against the accused, he/she may make an appeal from the decision to the International Executive Board, and thereafter to the Convention in the manner and form specified and set forth in the International Constitution and By-Laws.

**Section 6:** The basis for charges against members and officers, shall, among other things, consist of the following:

- a) Violation of any specific provision of this Constitution and By-Laws promulgated there under.
- b) Violation of the oath of loyalty to the Union and to the International Union.
- c) Violation of the oath of office.
- d) Gross disloyalty or conduct unbecoming a member.
- e) If an officer, gross inefficiency which hinders or impairs the

interests to the Union or of the International Union.

- f) Misappropriation.
- g) Secession or fostering secession.
- h) The wrongful taking or retention of any books, papers, or any other property belonging to the Union, the International Union or district councils.
- i) Abuse of fellow members and officers by written or oral communication.
- j) Abuse of fellow members or officers in the meeting hall.
- k) Activities which tend to bring the Union or the International Union into disrepute.
- l) The mutilation, erasure, destruction or injury to any books, bill receipts, vouchers or other property of the Union, the International Union or district councils, except in the manner which may be provided for in this Constitution or By-Laws promulgated hereunder.
- m) Any member knowingly works or remains in the employment of an employer whose men are on strike or locked out, unless he/she has the permission of the Union or the International Union.
- n) If any member knowingly gives or attempts to give, directly or indirectly, any information to any employer whose employees are on strike or locked out or whose employees are trying to secure an agreement or improvement in their working conditions, for the purpose of assisting such employers or for any gain or promise of gain.

**Section 7:** All fines and other penalties as may be imposed by the Roofers Local No. 153 may be enforced in a court action for the collection of fines or the compelling of obedience to any disciplinary action the Trail Board of Roofers Local No. 153 imposes upon a member or its members. In the event it becomes necessary for the Roofers Local No. 153 to bring to a court action to collect a fine or to compel obedience to any penalty imposed, the member or members who were obliged to pay the fine and submit to the disciplinary action shall pay all reasonable attorney's fees and costs of this litigation, said costs to include, but not limited to all depositions, transcripts, and any other documentation necessary to assert the claim of the Roofers Local No. 153 in court.

## **ARTICLE X – DISSOLUTION**

**Section 1:** This Union may not be dissolved while there are any dissenting members. The withdrawal or secession of any members individually or jointly shall in no way effect the right or title of the Union to the property or money of the Union or of the International Union.

## **ARTICLE XI – EXHAUSTION OF REMEDIES**

**Section 1:** No members or officers of this Union shall resort to any court or agency outside this Union or International Union unless and until he/she has

exercised all his/her rights as a member and all forms of relief and avenues of appeal as provided by the International Constitution and By-Laws have been exhausted by him/her, unless otherwise provided by statute.

## **ARTICLE XII – BONDING**

**Section 1:** Every officer, agent, shop steward or other representative or employee of this Union or of a trust which this Union is interested, who handles funds or other property thereof shall be bonded for the faithful discharge of his/her duties; the bond, which shall be fixed the beginning of the fiscal year of this Union, shall be in an amount not less than ten (10) per centum of the funds handled by him/her, but in no case shall the bond be more than five hundred thousand (\$500,000.00) dollars. Such bonds shall be individual or schedule in form, and shall have a corporate surety company as surety and shall otherwise conform to statute. Any person who is not covered by such bonds shall not be permitted to receive, handle, disburse, or otherwise exercise custody or control of the funds or other property of this Union or of a trust in which this Union is interested; no such bonds shall be placed through an agent or broker or with a surety company in which this Union or any officer is interested.

## **ARTICLE XIII – TRANSFER AND WITHDRAWALS**

**Section 1:** All transfers and withdrawals shall be governed by the Provisions of the International Constitution and By-Laws.

## **ARTICLE XIV – AMENDMENTS**

**Section 1:** This Constitution may be amended by a two-thirds (2/3) majority vote at a regular meeting. When such an amendment is proposed, the amendment shall be written out in its proposed form and signed by five (5) members in good standing, stating the Article and Section to be amended. Said proposed amendment shall be read at one (1) regular meeting previous to being voted upon, and no Article shall be changed more than once per annum.

**Section 2:** This Constitution shall become effective by October 3, 2019.

### CONSTITUTION & BY-LAWS COMMITTEE:

**Amended October 3, 2019**

**Richard Geyer  
David Herbrand  
Andrew Stark  
Jeremy Gwinner  
Matt Vargo  
Darren Witham  
Rob Guthrie**

**Amended March 11, 2022**

**Richard Geyer  
Richard Oakes  
Wes Powers  
James Saldivar  
Darren Witham**

## **BY-LAWS**

### **ARTICLE I**

**Section 1:** The Executive Board will meet on the First Tuesday of the

month and the Regular Monthly or quarterly meetings on the following Thursday of the same month. Said meetings shall be called to order at 7:00 P.M.

**Section 2:** Upon the request of the President or the Membership. The regular scheduled meeting may be moved to quarterly by vote of the membership at a regular scheduled meeting. All membership meetings three months prior to elections and/or end of contract shall always be monthly membership meetings.

**Section 3:** Five (5) members shall constitute a quorum.

## **ARTICLE II**

**Section 1:** All members of this Union shall furnish the Financial Secretary with their correct addresses and telephone numbers and shall immediately notify the Financial Secretary of a change of address or telephone numbers.

**Section 2:** All payments made by an applicant shall be credited to initiation or re-initiation fee as provided in the International Constitution and By-Laws.

**Section 3:** The payment of a permit fee or issuance of a work permit is prohibited.

**Section 4:** No member shall be permitted to work in the territory of another local Union whose established wage scales are greater than the wage scales of this Union, unless said member shall receive the greater wage scale including fringe benefits.

## **ARTICLE III**

**Section 1:** Whenever a collective bargaining agreement is about to be negotiated, modified, or extended, the members, at a regular meeting held prior to the date when notice must be given, shall consider and determine what bargaining demands shall be made; or, in the alternative, the President shall appoint a Labor Negotiating Committee, which committee shall formulate the demands to be presented to the employers, meet and negotiate the terms of a proposed collective bargaining agreement with the employers or their representatives and report the results of their activities to the membership. The Labor Negotiating Committee may agree upon the terms of a collective bargaining agreement subject to approval of the membership.

**Section 2:** If a settlement cannot be reached in connection with the negotiation of a collective bargaining agreement, after reasonable means of achieving a settlement through the processes of collective bargaining have been used, the matter shall be subject to a strike, which shall be

authorized by a secret ballot vote by at least 51% of the active members covered by the involved contract, provided, however, that the described minimum shall not be applicable if a strike vote is by mail referendum in which the majority may be of ballots returned.

## **ARTICLE IV**

**Section 1:** To encourage the prompt payment of dues and subject to strict compliance with the provisions of the Constitution and these By-Laws, in all respects, there is hereby established a death benefit plan to assist members of this Local Union. It is specifically understood that this Local Union is not an insurance company or fraternal benefit association, and the provisions relating to these death benefits are to be strictly construed. Nothing herein contained shall raise any other presumption. The Secretary and President are directed to execute any documents needed by the International Union to keep in effect any death benefit plan in which it may have. The Secretary is directed to remit the cost thereof to the International Secretary-Treasurer without awaiting any instructions from the Local Union to do so. All obligations to pay death benefit claims shall only to the extent of the inclusion of this Local Union in the death benefit plan maintained by the International Union, whether insured or not, and in the event death benefits shall not be payable there under, no liability shall attach against the funds of this Local Union or against any officers or members.

**Section 2:** To be eligible for death benefits, a member must be in continuous good standing for the period provided hereinafter. To be a member in good standing for the purpose of determining only whether a beneficiary is entitled to a death benefit, all dues and other outstanding obligation of such member must be paid on or before the last day of the third month succeeding due date. Any member who has not paid such dues or obligations in the manner set forth above is not a member in good standing for this purpose. It is the duty of each member to see that his /her dues and obligations due to this Local Union are properly paid and no one else may be held accountable for the payment or collection of such monies. In addition to the payment of dues and obligations, a member shall not be in good standing if he/she has been suspended or removed by action of any tribunal for any misconduct or violation under the Constitution and these By-Laws or the Constitution and By-Laws of the International Union.

## **ARTICLE V**

### **TRANSFERS, WITHDRAWALS and BURIAL BENEFIT**

**Section 1:** Transfers, withdrawals and burial benefit shall be governed by the provisions of Article IV, Article VII and Article VIII of the International By-Laws

## **ARTICLE VI**

**Section 1:** Any applicant for membership shall pay an initiation fee of not less than five hundred dollars (\$500.00). The initiation fee may be reduced or waived only for a group of un-represented workers seeking union membership through organizing their non-signatory employer.

When an applicant is unable to pay his/her initiation / re-initiation fee in full and desires to make payment on account thereof, the amount to be applied shall not be less than two dollars (\$2.00) per hour for journeymen, not less than one dollar (\$1.00) per hour for apprentices 80% and above and not less than fifty cents (\$0.50) per hour for apprentices 50% to 70%. The fee is to be paid in full within a twelve (12) month period. Official receipts up to twelve (12) months old will be credited to an applicant's initiation fee. The application for membership shall be submitted to the International Secretary-Treasurer, as provided for in Article V of the By-Laws of the International Union.

**Section 2:** The monthly union dues shall be fifty dollars (\$50.00) plus an hourly rate of 1.35% of the total journeyman package. The Executive Board shall enact on approval of the membership, a per capita dues assessment with a flat fee / over the counter assessment fee. The Executive Board, on the approval of the membership, may at their discretion, change the dues or dues structure and the sum total shall be due in the Union office on or before the fifteenth (15<sup>th</sup>) day of the month. The members must be notified twenty (20) days before the members meeting regarding a dues or dues structure change. Any member who has not paid his/her monthly union dues by the twentieth (20<sup>th</sup>) day of the current month shall be assessed fifteen dollars (\$15.00) for each month that they are in arrears in the payment of their dues.

Any member who has not paid his/her Union dues by the last day of the third (3<sup>rd</sup>) month shall stand suspended, shall be removed from the membership rolls and shall be suspended from work.



In addition to any fee which the International Union charges as a re-instatement fee, any member of this Local Union who allows him/herself to become over three (3) months in arrears, shall pay a Fifty dollar (\$50.00) re-instatement fee to this Local Union before he/she is re-instated back in good standing with this Local Union.

A member's dues shall start in the month in which he/she is enrolled in the International Union. If a member has allowed him/herself to become suspended for failure to pay dues and wishes to be re-instated, said member shall pay all dues, late fee assessments and re-instatement fees which may have accrued up to the date of his/her request for reinstatement. The Local Union cannot accept partial payment of any suspended member's dues.

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

The monthly dues of sick or injured members (one who is under the care of a licensed physician for a period of thirty (30) days or more) shall be twenty-five dollars (\$25.00 per month and shall be due in the Union office on or before the fifteenth (15<sup>th</sup>) day of the current month. Any injured member employed in a "light duty" capacity, and being paid their usual wages and fringe benefits, shall pay the full monthly dues.

In the event that a member gets released by his/her physician to return back to work and said members fails to notify the Union office within three (3) working days of his/her medical release, said member shall pay the full working dues plus the late fee assessment for the month in which the sick or injured member is released. No cash payment will be accepted by the Financial Secretary for the payment of Union dues, penalties and / or fines. Payment may be made by check, money order or if available electronic transfer or Debit / Credit Card.

### **Section 3:**

Notwithstanding anything contained in Section 2 of this Article, a member in good standing is one who has paid his/her dues on or before the day on which said dues were to be paid without regard to the grace period (grace period is defined as the fifteenth (15<sup>th</sup>) of the month). Good standing for any particular period of time means that the member has paid his/her dues for each month in that period of time on or before the fifteenth (15<sup>th</sup>) day of the current month. A suspended member, a member who has not paid a fine or a penalty, or an expelled member is not in good standing,

even though such member's dues were paid on or before such member's dues were payable. The definition of good standing of a member in Article IV of the International By-Laws, which entitles a beneficiary's rights to a death gratuity, does not apply to member's status in this Union.

**Section 4:**

- a) Reasonable notice shall be given by the Financial Secretary-Treasurer to the membership at least fifteen (15) days prior to the meeting at which the membership will consider the question of whether or not dues or initiation fees shall be increased or a general special assessment levied. The notices shall indicate that an increase or assessment is to be voted on.
- b) At the regular or special meeting called as provided in this section, a majority vote by secret ballot of the members in good standing at such meeting shall decide the issue.

**Section 5:**

All monies from whatever source collected shall be deposited in a bank account in the name of the Union, subject to withdrawal upon the signature of the Treasurer in his official capacity counter-signed by the President or an authorized Third Party. All bills to be paid by check, credit card or electronic transfer, except: such amounts, which do not exceed five dollars (\$5.00), which may be paid from the petty cash fund. The petty cash fund may be replenished by check drawn on the general funds of the Union. The Treasurer is authorized to pay such items as are fixed or determined by the International Constitution and By-Laws as well as such items as are fixed by this Constitution and By-Laws. In addition, he/she shall pay such items as rent, telephone, lights, stamps, and miscellaneous office supplies and expenses as have been directed to be paid by action of the membership; provided, however, that such expenditures shall be reported upon by the Treasurer at the next meeting.

**Section 6:**

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

**WORKING RULES**

- 1. Any member found guilty of working below the negotiated wage scale shall be subject to a fine of not more than five hundred dollars (\$500.00).
- 2. All members of this Union shall demand full pay as per the Labor Agreement on all work performed by them, including travel time

pay and shall in no case accept less, under penalty of fine, as the Union may decide. Members shall make an honest effort to collect their wages but in case of failure to do so, shall notify the Business Manager within five (5) days of receiving their paychecks.

3. Members of this Union shall not work with unsafe or inadequate equipment.
4. No member shall undermine a fellow member in wages or commit any other willful act whereby his/her reputation is injured or his employment is jeopardized or as determined by grievance dispute suffer such penalty as the Union may determine.
5. Any member working with the tools shall pay full dues and assessments.
6. No member of this Union shall solicit work or accept work from any employer unless dispatched through the Union or suffer such penalty as the Union may decide.
7. Eight (8) hours labor shall constitute a day's work.
8. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. All of the above holidays shall be recognized as holidays and no member shall work on these days for less than the time and one half rate of pay.
9. Each crew of more than three (3) roofers shall be under the supervision of a foreman who is a journeyman in good standing with the Union.
10. The ratio of apprentices to journeymen shall be: two (2) apprentices to one (1) journeyman. And not to supersede the Roofers Union Local 153 Labor Agreement.
11. Employers who request men to stay on the job during breakdowns or lack of materials then fail to start, shall pay for all waiting time.
12. No member shall be allowed to work with or handle irritable bituminous material without being paid the premium rate.
13. When there is more than one member in the contracting firm, only one such member may work with the tools or do the work for this firm. The firm must designate which member shall represent their firm as a working member and he must have a regular crew as specified in these rules.
14. Should there be any doubt of a member receiving less than scale wages, the shop steward, Business Representative or any officer in good standing may request to see his/her pay check stub, and if refused with the request, the member shall be fined as the Union sees fit.
15. Every member of the Local Union is obligated to show his/her referral slip when requested to do so by any other member of this local. Any member who works with a new man/woman who does not have a referral slip and/

- or a current dues receipt from the Local Union shall be subject to a fine.
16. No member of this Local Union will be permitted to solicit jobs or transfer the place of employment from contractor to contractor or from shop to shop without first obtaining a referral slip from the Local Union office.
  17. No member is permitted to haul, hoist, or move his/her employer's material or equipment in members' automobile or truck, regardless of any premeditative arrangement.
  18. No member of this Local Union is permitted to contract or sub-contract work.
  19. Any member who is antagonistic to an officer of this Local Union in the discharge of his duties or commits an act by word or deed in which is detrimental to this Local Union shall be guilty of an offense against the best interest of this Local Union.
  20. Any member who harasses, intimidates, or uses foul language to any other member while they are working shall be subject to trial.
  21. No member of this Local Union shall be permitted to work for an employer who does not have a current Master Labor Agreement signed with this local or a working agreement with another local union unless given permission by a representative of this local.
  22. No member of this local is to carry roofing material or equipment up or down a ladder.
  23. Any member violating any article of the current Master Labor Agreement shall be subject to action by the Trial Board.
  24. No member of this Local Union shall be permitted to work behind an authorized picket line. NOTE: Authorized shall mean- informational picket, strike picket, or unfair picket of any Building Trades Union.
  25. For violation of any of the rules of the Constitution and By-Laws, or the Working Agreement of this Local Union, the violator shall be subject to trial by the Trial Board, having the right to take his case to the Appeals Board if found guilty, and if guilty shall be penalized in a manner approved by the Trial Board.
  26. No member of this union shall work with members of any other trade or with non-union men doing our work without permission, in writing, of the Business Representative.
  27. No member of this Local Union shall knowingly work with suspended or expelled members or applicants who are not meeting their obligations to this Local Union.

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