TABLE OF CONTENTS

ARTICLE		PAGE
Article I	Name.	1
Article II	Jurisdiction	1
Article III	Objects and Principles	1
Article IV	Membership.	3
Article V	Apprentices	6
Article VI	Rights and Duties of Members	7
Article VII	Financial Obligations of Membership	9
Article VIII	Officers	13
Article IX	Committees	20
Article X	Delegates	26
Article XI	Nomination and Election of Officers	26
Article XII	Working Rules	31
Article XIII	Charges and Trials	32
Article XIV	Meetings	34
Article XV	Amendments.	38
Article XVI	Construction.	39
Article XVII	Dissolution	40
Appendix 1	Code 1, Branches of Trade	42
Appendix 2	Code 2, Rules Governing the Election of Delegates to the IU Convention	48
Appendix 3	Code 4, Rules Governing Travel and Transfer	52
Appendix 4	Code 5, Code of International Offenses	54

Appendix 5 Code 6, Trial, and Appeal ……. …… …… …… ……. ……. ……. 57

Appendix 6 Code 8, Rules Governing Disputes Concerning Nomination and Election of Officers in Affiliates ……. ……. ……. ……. ……. ……. ……. ……. ….. 65

Appendix 7 Procedures for Mail Referendum ……. ……. …….. ……. ……. ……. ….. 68

CONSTITUTION AND BY-LAWS

OF

LOCAL 1 MINNESOTA / NORTH DAKOTA/SOUTH DAKOTA

OF THE

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS

ARTICLE I
NAME

This organization shall be known as Local 1 Minnesota / North Dakota / South Dakota (hereafter referred to in this Constitution as "Local Union" or "Local") of the International Union of Bricklayers and Allied Craftworkers (hereafter referred to in this Constitution as "International Union," "International," "IU," or "BAC").

ARTICLE II
JURISDICTION

1. Trade Jurisdiction: The trade jurisdiction of this Local Union shall encompass all of the trades represented by the International Union of Bricklayers and Allied Craftworkers, as defined in Article II, Section B and Code 1 of the International Union Constitution, appended hereto as Appendix 1.

2. Territorial Jurisdiction: The territorial jurisdiction of this Local shall encompass the entire States of Minnesota, North Dakota, and South Dakota.

3. The jurisdiction of this Local Union shall be extended to include any additional jurisdiction, whether territorial or trade, approved by the International Union which this Local may in the future acquire by cession, merger, grant, award, or in any other manner whatsoever.

4. This Local Union shall be sub-divided into subordinate bodies, which shall be known as chapters. Composition of the chapters shall be determined by the Management Committee and may be changed from time to time as the Management Committee sees fit. The membership of each chapter shall include all crafts represented by this Local Union.

ARTICLE III
OBJECTS AND PRINCIPLES

1. The objects and purposes of this Local Union are to provide for, protect and improve the general welfare of its members and the employees represented by it, both directly and indirectly by all lawful means and methods, and, more particularly but without limitation of the foregoing:

   A. To organize all persons engaged in work within its jurisdiction for their mutual benefit,

aid and protection;

B. To promote or establish wages, hours and other working conditions for all such workers;

C. To promote or establish programs to meet the costs of health care, retirement, unemployment and similar needs of all such workers and their families;

D. To promote the health, welfare and safety of all such workers and their families;

E. To promote, foster and develop programs to increase employment opportunities for such workers;

F. To secure recognition by employers and the public of the right to engage in collective bargaining;

G. To promote, foster and develop apprentice programs, training programs and other means to advance the skills, efficiency, and working knowledge of its members;

H. To promote, foster and develop industrial peace and harmonious relations between employees and employers;

I. To promote, foster and develop harmonious relations with community organizations and with other organizations in the labor movement;

J. To promote, foster and develop programs which advance the social utility and efficiency of the industries employing its members;

K. To promote, foster and develop a better understanding by government of the labor movement as a whole;

L. To engage in legislative activity to promote, foster and develop the physical, economic and social welfare of its members and their families;

M. To promote, foster and develop the interests of this Local and its members as workers by such means as registration, voting, political education and citizenship activities involving its members and their families;

N. To engage in such educational and research activity as may be appropriate;

O. To engage in legal activities, appropriate for the defense and advancement of the interests of this Local and its members;

P. To promote, foster and develop the trade jurisdiction of this Local and the International;

Q. To fulfill and require observance of this Local's collective bargaining agreement;

R. To take such other actions as may tend to protect and promote the welfare and interest of this Local and its members.

2. The officers of this Local Union shall dedicate themselves to achieving these objects by taking the following Officers' Pledge:

> "I,_____, do hereby solemnly pledge that I will faithfully discharge the duties of my office as_____of this Local Union during the term for which I have been elected, or until my successor is duly elected and installed, that I will support the Constitution and laws of the International Union, and the Constitution and laws of this Local, and that I will enforce the laws thereof to the best of my ability without prejudice or partiality."

ARTICLE IV
MEMBERSHIP

1. Applicants.

A. Any person who is working or will be working in a trade classification covered by the charter of this organization within its territorial jurisdiction and any person selected as an apprentice or an improver apprentice by the Joint Apprenticeship and Training Committee may apply for membership upon forms provided by the International Union and available through the office of the Local Union or from the President.

B. An applicant shall be eligible for membership in this Local Union, if he/she:

(1) has his/her permanent residence or is ordinarily employed or intends to be ordinarily employed in the territorial jurisdiction of this Local;

(2) follows one (1) or more branches of the trade encompassed in the Charter of this Local, or is working in some other category approved by the Executive Board of the International Union;

(3) is able to command the Local's negotiated scale of wages as demonstrated by securing and holding employment in a branch of the trade represented by the Local; or, has been accepted as an apprentice or improver apprentice by the Joint Apprenticeship and Training Committee; and

(4) tenders the dues and fees stated in Article VII of this Constitution.

C. No application shall be approved if:

(1) the applicant is already a member of another Local Union chartered by the International Union, except in conformity with the Transfer Rules contained in Code 4 of the IU Constitution, appended hereto as Appendix 3, and in Paragraph E of this Section; or

(2) the applicant has been expelled by any Local or by the International Union, or is a "Runaway Apprentice" within the meaning of Article V, Section F of the IU Constitution, unless the IU Executive Board does not object to his/her membership, and subject to such conditions as the IU Executive Board may impose.

D. No applicant shall be denied membership on the basis of race, creed, color, sex, age or national origin.

E. Transfers.

(1) Members of other BAC Locals will be permitted to transfer their membership into this Local Union if the Transfer Rules set forth in IU Code 4 are otherwise met and they are currently employed within the jurisdiction of this Local, provided, however, that the Local may by majority vote require that such members be employed within the jurisdiction of the Local for at least one (1) month before their applications for transferring their membership into this Local can be approved.

(2) Any member of another Local who has worked in the jurisdiction of this Local as a traveling member for more than three (3) months in the previous four (4) months will be required to transfer his/her membership to this Local, unless the traveling member's home Local provides hospitalization, insurance, pensions, mortuary or other benefits for its members.

2. Application Procedure.

A. Applicants must complete the application form, pay all applicable initiation and registration fees, and agree to abide by the Constitution, laws, rules, regulations, agreements, policies, lawful orders and decisions of this Local and of the International Union as evidenced by signing the following pledge:

"I hereby solemnly and sincerely pledge that I will not reveal any private business or proceedings of this Union or any individual actions of its members; that I will, without equivocation or evasion, and to the best of my ability, so long as I remain a member thereof, abide by the Constitution and By-Laws and collective bargaining agreements of this Union; that I will acquiesce in the will of the majority, and that I will at all times, by every honorable and lawful means within my power, procure employment for the members of the International Union of Bricklayers and Allied Craftworkers."

B. Applications for membership shall be reviewed by the Management Committee of the Local Union at the next Management Committee meeting after the application is completed. The Management Committee shall determine whether an applicant has met the requirements for membership and shall be admitted. If an objection is made to the competence of an applicant for membership as a craftworker, the Management Committee shall, if it finds the objection has a reasonable basis, investigate the complaint. If it determines that the individual is not sufficiently acquainted with the branch of the trade, or the type of work in which he/she is engaged, to earn or command the established wages, the Management Committee shall refer the applicant to the Joint Apprenticeship Committee for admission as an improver apprentice.

C. The Management Committee shall post at the regular meetings of the chapters the applicants accepted since the last meeting.

D. An applicant shall become a member on the date of the meeting at which the Management Committee accepts his/her application, except that an applicant previously expelled, or a Runaway Apprentice within the meaning of Article V, Section F of the IU Constitution, shall not become a member until the day his/her application is approved by the IU Executive Board.

3. Resignations.

A. Members shall have the right to resign from membership subject to the following conditions:

(1) A resignation from membership must be communicated in writing to Local #1.

(2) The resignation shall be effective when notice of the resignation is actually received at the Local Union's office.

B. Resignations shall terminate all rights and obligations under the International Union Constitution and the Constitution and By-Laws of all affiliates, except that:

(1) disciplinary charges may be initiated, processed, heard and determined pursuant to the IU Constitution and the constitution of any affiliate for any conduct by a member engaged in before the effective date of any resignation. Any decision on such charges shall be binding on the resigned member. Where this section is applicable, all provisions of the IU Constitution and Codes and of the constitution and by-laws of any affiliate that concern the procedure for imposing discipline on a member shall be understood to cover discipline of a former member for conduct engaged in while a member.

(2) a resigned member who within six (6) months of resigning from membership works for an employer against whom the IU or any affiliate has called a strike shall not be permitted to rejoin or retain membership in any Local Union unless the IU Executive Board does not object to his/her membership and, subject to such conditions as the IU Executive Board may impose.

ARTICLE V
APPRENTICES

1. The Local Union shall establish an Apprenticeship and Training Committee, consisting of the President, who shall serve as Chairperson, and the Secretary-Treasurer and one (1) other member appointed by the President. The Committee may establish Apprenticeship and Training Committees within the chapters for each craft represented by the Local Union.

2. Application, selection and admission of apprentices shall be governed by the Joint Apprenticeship and Training Committee, which shall have full power regarding the application, eligibility, screening, selection, instruction, and training of apprentices except as provided in this Constitution. Instruction and training may be provided by the International Masonry Institute. The Joint Apprenticeship and Training ~~Trustees~~ Committee shall furnish the Management Committee monthly with a list of all apprentices and improver apprentices selected that month.

3. The wage and fringe benefit rates for apprentices shall be negotiated and consummated by the Negotiating Committees as provided in Article IX, Section 3 of this Constitution. The provisions negotiated shall provide for percentage step wage increases on a progressive basis for each apprentice grade. Apprentices shall progress from grade to grade upon the successful completion of designated periods of apprentice training.

4. The Joint Apprenticeship and Training Committee shall establish standards consistent with any standards promulgated by the International Union pursuant to Article XVI, Section E of the IU Constitution. This shall include standards for accepting applicants, who are over the age at which a new apprentice traditionally has been admitted. If such persons have attained some skill in the trade but cannot meet the standards set in Article IV, Section 1(B)(3) of this Constitution for admission to journeyperson membership, such persons shall be designated "Improver Apprentices." The Joint Apprenticeship and Training Committee shall assign each improver apprentice accepted to the apprentice grade commensurate with that person's ability and shall

have the power to require each improver apprentice to attend such apprentice classes and programs as it deems appropriate.

5. Applicants to apprenticeship must meet the applicable financial requirements stated in Article VII of this Constitution.

6. The term "member" in this Constitution shall include those members who are apprentices, except as otherwise provided.

7. Apprentices may attend meetings of this Local and shall be entitled to vote on questions coming before the body. They may nominate candidates and vote in elections for Local Union officers, provided that they have been members for at least one (1) year. Apprentices may not be candidates for or hold office or hold position in this Local or the position of delegate to the IU Convention.

8. An apprentice shall serve the complete term of apprenticeship as provided by the Joint Apprenticeship and Training Committee. Any apprentice who leaves employment covered by the terms of a collective bargaining agreement of any BAC affiliate without the approval of the Joint Apprenticeship and Training Committee or violates the rules and regulations established by the Joint Apprenticeship and Training Committee shall be subject to appropriate discipline under the provisions of Article XIII of this Constitution. If any apprentice refuses to work for an employer as assigned or approved by the Joint Apprenticeship and Training Committee and accepts employment in any other job or work classification covered in any collective agreement of any BAC affiliate, the Secretary-Treasurer shall, on behalf of the Joint Apprenticeship and Training Committee, forward his/her name to the International Union on the Local's regular monthly report to the International Union, and he/she shall be listed on the IU's records as a Runaway Apprentice.

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

1. All members shall enjoy the rights and respect the obligations stated in this Constitution, the IU Constitution, and any applicable collective bargaining agreements, and all laws and rulings promulgated thereunder.

2. No member shall be disciplined except for the non-payment of dues unless the member is first served with written specific charges, given a reasonable time to prepare a defense and provided a full and fair hearing in conformance with the procedures of Code 6 of the IU Constitution, appended hereto as Appendix 5.

3. No member shall discriminate or advocate discrimination against any other member on the basis of race, creed, color, sex, age or national origin.

4. No member shall publicly make or publish slanderous statements concerning any other member as a member or officer, knowing the statements to be false or in reckless disregard of the truth.

5. No member shall bring any action against this Local Union, or against the International Union or an affiliate, or any officer thereof, with respect to any matter arising out of the affairs of the organization or organizations, unless the member has exhausted all procedures available under this Constitution, the IU Constitution or laws promulgated thereunder. Any member who files suit in violation of this provision may, in addition to other penalties, be ordered to reimburse the organization or officers sued for the costs and attorney fees expended, or a portion thereof.

6. Only members in good standing shall enjoy any of the rights stated in this Constitution and laws promulgated thereunder. A member shall be in good standing as long as the member is less than two (2) months in arrears in any portion of his/her dues and has met all other financial obligations to this Union, including payment of any fines or other obligations assessed after a hearing as provided in Article VI, Section 2 of this Constitution.

7. All members in good standing shall have the right to vote and to be candidates for International Union office and the position of delegate except as provided in the IU Constitution and laws promulgated thereunder. All members in good standing shall have the right to speak and vote at union meetings, to vote in elections for Local Union officers, and to be candidates for office except as otherwise provided in this Constitution.

8. Contractor and Supervisory Members

   A. No member who becomes an individual contractor, member of a contracting partnership, or executive officer of a contracting corporation, hiring one (1) or more individuals, shall be permitted to retain membership in the International Union unless any employees of such organizations working at any branch of the trade within the jurisdiction of the IU are covered by a collective bargaining agreement negotiated by the IU or by the Local Union within whose jurisdiction the work is performed or the employees of such organization have voted otherwise in a valid representation election.

   B. No member who becomes a supervisory employee with the effective authority to hire, fire or impose substantial discipline for any individual contractor or contracting firm hiring one(1) or more individuals shall be permitted to retain membership in the International Union unless the employees of such organizations working at any branch of the trade within the jurisdiction of the IU are covered by a collective bargaining agreement negotiated by the IU or by the Local Union within whose jurisdiction the work is performed.

C. Any member found in violation of Section 8A or Section 8B, above, through procedures conducted pursuant to IU Code 6, shall be expelled from membership in this International Union.

D. A member becoming a contractor or a supervisory employee with the effective authority to hire, fire or impose substantial discipline shall register as such with the President of the Local Union within seven (7) days of the date on which he/she, his/her partnership or his/her corporation employs one (1) or more individuals at any branch of the trade, or he/she is given the effective authority to hire, fire or impose substantial discipline. A contractor or supervisory member ceasing to be a contractor, or to exercise supervisory authority, shall file written notice to that effect with the President of the Local Union.

E. A contractor member, as defined above, or a supervisory member with the effective authority to hire, fire and impose substantial discipline who is employed in such position on a continuous and ongoing rather than project-by-project basis, shall lose the right to vote in elections, to speak and vote at union meetings, and to be a candidate for union office or the position of delegate to the IU Convention until six (6) months after the first day of the month in which such member ceased to be a contractor or to exercise such supervisory authority.

9. A member of another Local of the International Union of Bricklayers and Allied Craftworkers who is working in the jurisdiction of the Local in compliance with Code 4, Section 1 of the IU Constitution, shall be permitted to attend meetings and functions of this Local while the member is paying base dues owing to this Local and the International Union, but shall not be permitted to vote at meetings or in elections and may not be a candidate for office or for delegate or hold any position, elected or appointed, in this Local. Such a member shall have the rights and obligations stated in this Constitution, except as otherwise provided.

ARTICLE VII
FINANCIAL OBLIGATIONS OF MEMBERSHIP

1. Initiation Fees.

A. The journeyperson initiation fee shall be established by the Management Committee and approved by the IU Executive Board. Twenty percent (20%) of the initiation fee or fifteen dollars ($15), whichever is greater, shall be forwarded to the IU as the IU registration fee.

B. The apprentice initiation fee shall be established by the Management Committee and approved by the IU Executive Board. Twenty percent (20%) of the initiation fee or eight dollars ($8), whichever is greater, shall be forwarded to the IU as the IU registration fee.

C. The improver apprentice initiation fee shall be established by the Management Committee and approved by the IU Executive Board. Twenty percent (20%) of the initiation fee or eight dollars ($8), whichever is greater, shall be forwarded to the IU as the IU registration fee.

D. Apprentices who have completed the program established by the Joint Apprenticeship and Training Committee shall be initiated as journeyperson members of this Local Union upon completion of such forms as are required by the IU and payment of an initiation fee established by the Management Committee and approved by the IU Executive Board. Twenty percent (20%) of the initiation fee or seven dollars ($7), whichever is greater, shall be forwarded to the IU as the IU registration fee.

E. Applicants shall have the option of paying the initiation fee in full or of making a deposit of two hundred ($200.00) dollars, the balance to be paid at the rate of five ($5.00) dollars per day worked until paid in full. However, the fee must be paid in full within ninety (90) days of his/her date of application, or the application shall lapse and all monies paid toward the initiation fee shall be forfeited.

F. A person who has forfeited membership in this or any other BAC Local Union solely for the non-payment of his/her financial obligations, or who has properly resigned pursuant to Article IV, Section 3 of this Constitution, shall be permitted to join or rejoin this Local Union if, and only if:

(1) the person makes a new application, pays the initiation fee charged new members, and pays any dues and assessments the person owes to any BAC Local Union, which shall, if necessary, be forwarded to that Local Union; or,

(2) the person is a former member of this Local Union and within twelve (12) months of the date on which the person ceased to be a member, the person applies for reinstatement to this Local Union and pays, for each six (6) month period or fraction thereof since the person ceased to be a member, twenty percent (20%) of the initiation fee charged new members, plus the dues and assessments which the person would have been required to pay during that period if the person had remained a member, plus an IU reinstatement fee in the amount of twenty percent (20%) of the reinstatement fee charged by the Local Union or fifteen dollars ($15), whichever is greater. A member reinstated under the provisions of this Section shall be treated for all purposes under this Constitution and the IU Constitution as having been a member continuously except for the purpose of determining eligibility to be a candidate for office or the position of delegate, provided that members who are reinstated more than one (1) time shall accrue years of continuous membership for purposes of their death benefit beginning on the date of their most recent previous reinstatement, forfeiting all years of membership credit accrued prior to that date.

G. Each member shall be given an IU Dues Book or Card in a form prescribed by the IU

Secretary-Treasurer. The book or card shall list the branch or branches of the trade followed by the member. The IU Dues Book or Card shall be distributed by the Local Union. The cost of the book shall be paid by the member to the Local Union and forwarded to the International along with the monthly IU dues and fees payment. However, the Management Committee may choose to absorb the cost of the Dues Books or Cards and waive any fee to the members.

2. Dues.

A. On or before the first day of each month:

(1) Each journeyperson member, except as otherwise provided in this Constitution, shall pay Local Union monthly base dues as set forth in the Dues Addendum of this Constitution, and his/her International Union base dues.

(2) Each apprentice shall pay Local Union monthly base dues in the same ratio to journeyperson dues as his/her base rate is to the journeyperson base wage rate for the branch of trade in which he/she is working, and his/her International Union base dues.

(3) In addition:

(a) Each journeyperson or apprentice who has worked for one (1) or more contractors signatory to the Union's collective bargaining agreement during the preceding month shall pay Local Union working dues in the amounts prescribed in the Dues Addendum to this Constitution, by the member or apprentice during that month, plus their IU working dues.

(b) Each journeyperson or apprentice who is required to pay working dues shall either sign a check-off authorization form authorizing the Vacation Trust or their employer to deduct working dues from their wages and remit that amount to the Union or pay that portion of their dues directly to the Secretary-Treasurer by the (__) day of the month for the preceding month.

(c) Contractor members as defined in Article VI, Section 8, of this Constitution shall pay on or before the first day of the month working dues in the amount set forth in the Dues Addendum to this Constitution, or such other amount as may be determined pursuant to this Constitution.

3. Special Membership Categories.

A. Life Members: All members having a continuous membership of fifty (50) years on the IU records, including time served as a duly registered apprentice, may apply for Life Member status and, on approval of such application by the IU Executive Board, shall be

provided a Gold Card and a Life Member pin by the International Union and shall be exempt from payment of all periodic dues and assessments, other than working dues. Members who prior to joining this International Union worked in a branch of the trade represented by this Union but as members of another labor organization shall be credited with those years of service and this Section, but not for purposes of Article XIX of the IU Constitution, or any other purpose.

B. Forty-year Members:. All members having a continuous membership of forty (40) years on the IU records, including time served as a duly registered apprentice, may apply for Forty-year Member status and, on approval of such application by the IU Executive Board, shall be provided a Forty-year Member pin by the International Union. Forty-year Members, while working at the trade, shall pay the regular journeyperson's Local and IU dues. Forty-year Members who are retired and not working at any branch of the trade shall be exempt from payment of Local dues other than working dues, and shall be exempt from payment of IU dues. Members who prior to joining this International Union worked in a branch of the trade represented by this Union but as members of another labor organization shall be credited with those years of service and this Section, but not for purposes of Article XIX of the IU Constitution, or any other purpose.

C. Disabled Members:- Any members meeting the requirements for Disabled Member, as defined by the IU Constitution and implemented by rules adopted by the IU, shall, unless eligible for an exemption under another subsection of this Article, pay on or before the first (1st) day of each month Local Dues of $3.00 per month and the IU dues established for this category of membership.

D. Inactive Members:- Inactive Members are those members who have not worked at the trade for three (3) months or more for reasons such as retirement, school attendance or full-time work in another industry. Inactive Members shall pay on or before the first (1st) day of each month Local Union monthly dues as established by the Management Committee, and applicable IU dues. Inactive Members having a continuous membership of at least thirty (30) years prior to becoming Inactive shall be exempt from Local Union monthly dues, and applicable IU dues. Application for classification as an Inactive Member shall be made in writing to the Executive Committee, which shall determine eligibility in accordance with written rules promulgated by the IU Executive Board.

E. Traveling Members-

(l) A member of another Local Union of the International Union of Bricklayers and Allied Craftworkers who works within the jurisdiction of this Local shall pay to his or her home Local the base dues owing both to the International Union and to the member's home Local, IU working dues and Local working dues at the same rate paid by regular journeyperson members of this Local shall be paid to this Local. The member's home Local shall be responsible for transmitting to the International Union the IU base dues; and this Local shall be responsible for

transmitting to the International Union the IU working dues.

(2) As soon as possible, but in no event later than forty-eight (48) hours after securing employment within the territory of this Local, a traveling member shall advise the office of this Local or the President of the name of his/her employer and the job location.

4. Dues Delinquency.

A. Any member in arrears for dues or assessments, or any portion thereof, not including any fines or other obligations assessed after a hearing as provided in IU Code 6 (appended hereto as Appendix 5~~2~~), for two (2) months shall stand suspended automatically, without notice, from all rights, benefits and privileges under this Constitution, the IU Constitution, and the laws promulgated thereunder, and shall not be restored to such rights, benefits and privileges except upon payment of all arrears in full before becoming three (3) months in arrears.

B. Any member in arrears for dues or assessments, or any portion thereof, for three (3) months shall automatically, without notice, cease to be a member of this Local Union and the International Union.

C. Any member who fails to comply with an order to pay a fine or other obligation assessed after a hearing as provided for in IU Code 6 (appended hereto as Appendix 5) within thirty (30) days, or such further time allowed in writing by the trial or appellate body shall automatically, without notice, be expelled from membership in the International Union.

5. The rate of dues specified above shall not be increased or decreased, except by majority vote by secret ballot of the members in good standing voting at their chapter meetings. All chapters must vote on the same day or the votes from each chapter must be counted on the same day. No less than fifteen (15) days prior to each meeting, notice shall be mailed by the Secretary-Treasurer to each member of the Local Union at the member's last known address advising the date, time and location of such chapter meeting and that a vote will be taken on the question of changing the dues or the Special Membership categories.

ARTICLE VIII
OFFICERS

1. The elected officers of this Local Union shall consist of a President, Secretary-Treasurer, and three (3) Vice Presidents. In addition, the members of each chapter established by the Local Union shall elect a Chairperson, Recording Secretary, and Sergeant-at-Arms.

2. The elected officers shall be elected for a term of three (3) years commencing on the first (1st) day of the calendar month following the month in which the election is held.

3. No member shall be a candidate for or hold more than one (1) elected office at the same time.

4. Qualifications for Office.:

A. In order to qualify as a candidate for any elected office in this Local Union a member shall be required:

(1) to have been a journeyperson member continuously in this Local Union and in the International Union for a period of two (2) years immediately prior to nominations; and,

(2) to be current in the payment of his/her dues; provided that the Secretary-Treasurer shall accept payment of any dues in arrears at the nomination meeting prior to the opening of nominations.

B. No person who has been debarred by the International Union or any Local Union after trial from holding office shall be qualified as a candidate or hold office during the period of his/her debarment.

C. A contractor member, or a supervisory member who works in a supervisory position on a continuous and ongoing rather than project by project basis, with the effective authority to hire, fire or impose substantial discipline, may not be a candidate for or hold office.

D. Retired and disabled members who are collecting Local Union pension or IU pension benefits may not be a candidate for or hold union office unless they cease being a retired or disabled member for a period of twelve (12) months prior to the date of nominations.

5. Local Union Officers.

A. President

(1) The President shall be a member of the Local's Management Committee and preside at all meetings of the Committee as its chairperson. He/she shall, in addition, be the principal officer of the Local Union. It shall be the duty of the President to see to it that the affairs and business of the Local Union are properly conducted in accordance with this Constitution, the IU Constitution, and with all rules, regulations, policies, practices and lawful orders and decisions promulgated thereunder.

(2) The President shall be a member of the Local's Executive Committee, and preside at all meetings of the Committee as its chairperson.

(3) The President shall be a member and chairperson of the Negotiating Committees and of the Apprenticeship and Training Committee.

(4) The President, together with the Secretary-Treasurer, shall sign all checks or orders for the payment of monies from the Local Union's accounts. The President shall sign all official documents of the Local Union, except as otherwise provided in this Constitution. Notwithstanding the foregoing, if the President is unavailable, the Secretary-Treasurer, together with one (1) other member of the Management Committee, may sign such checks or orders as necessary.

(5) The President shall be a delegate by virtue of his/her office to the Conventions and General Board Meetings of the International Union.

(6) The President shall attend all regular monthly meetings of the chapters in the jurisdiction of the Local Union. He/she may designate one (1) or more of the Vice Presidents to attend monthly meetings in his/her place.

(7) The President is authorized to enforce the provisions of all agreements and to require compliance of such agreements by all persons affected thereby. All instances of non-compliance which are not successfully adjusted by him/her shall be reported to the Management Committee of the Local Union.

(8) The President shall have the power to appoint and supervise Stewards in accordance with the provisions of the collective bargaining agreements of the Local.

(9) The President-shall hire office employees at the terms and conditions he/she shall establish, and shall direct and supervise such employees. The President shall be in charge of the office established by the Union, provided that the President shall permit all officers such access to and use of the office and any office employees as the officers may require to carry out their responsibilities.

(10) The President shall have the authority to make expenditures for items and services reasonably necessary for running the Local Union, including but not limited to office space, furniture and supplies, utilities, telephones, insurance, reproduction and printing, and any expenditure required by this Constitution, the IU Constitution, or applicable law.

(11) The President shall endeavor to keep himself/herself informed of all contemplated work to be done within the jurisdiction of the Local Union and make such pre-job arrangements as may be necessary in order to insure the proper and lawful progress of such work once started through to its conclusion.

(12) The President shall have the authority to visit construction projects within the jurisdiction of the Local Union in order to ascertain whether or not work is progressing in accordance with the provisions of the collective bargaining agreement.

(13) The President shall endeavor to protect the craft jurisdiction within the territory entrusted to the Local Union by the International Union.

(14) The President shall use all proper and lawful means of organizing the work coming within the territorial and craft jurisdiction of the Local Union.

(15) The President shall appoint a number of Field Representatives to aid him/her in the performance of his/her duties, provided that the Field Representatives are appointed from among the members of the Local Union and represent all branches of the trade as set forth in Article II of this Constitution. The President shall determine the number of such Field Representatives to be appointed, shall establish their terms and conditions of employment, and may discontinue such position or positions or remove the persons appointed to them. The Field Representatives shall work under the direction and supervision of the President.

(16) The President shall make a report on his/her activities and the activities of the Field Representatives to the monthly meeting of the Management Committee.

(17) The President shall appoint the members of the Election Committee and all special committees, including all trust funds in which members of the Local Union participate, subject to approval by the Management Committee, and fill all vacancies on any such committee or trust fund unless otherwise provided. The President shall also appoint members to fill any special positions which may be created, and fill any vacancies which may occur in such positions. The President shall have the authority to establish suitable rules and regulations, subject to review and approval by the Management Committee, for the removal and replacement of members to these committees and positions.

(18) For all monies collected by him/her in the field, the President shall give a proper receipt and then turn the monies over to the Secretary-Treasurer, as soon as is practical, and obtain a receipt therefor.

B. Secretary-Treasurer

(1) The Secretary-Treasurer shall be a member of the Management Committee, In the absence of the President, the Secretary-Treasurer shall preside at regular or special meetings of the Management Committee, and perform the functions and duties of the President.

(2) All monies payable to the Local Union shall be turned over to the Secretary-Treasurer, who shall give a proper receipt therefor.

(3) The Secretary-Treasurer together with the President shall sign all checks or orders for the payment of monies from the Local Union's accounts. Notwithstanding the foregoing, if the Secretary-Treasurer is unavailable, the President, together with one (1) other member of the Management Committee, may sign such checks or

orders as necessary.

(4) It shall be the duty of the Secretary-Treasurer to see that a true and accurate record is kept of the minutes of all meetings of the Management Committee.

(5) The Secretary-Treasurer shall be a member of the Local's Executive Committee.

(6) The Secretary-Treasurer shall ensure that a proper record of all monies received, deposited and disbursed, is kept and make written financial reports at least monthly to the Management Committee.

(7) The Secretary-Treasurer shall, once every six (6) months, make a written, categorical financial report of the monies received and disbursed during the previous six (6) months. The report shall be read at the semi-annual meeting of Local 1.

(8) The Secretary-Treasurer is charged with the obligation of registering all applicants for membership with the International Union upon receipt by him/her of the required initiation and registration fees.

(9) The registration and payment forms required shall be in such form as prescribed by the International Union. The Secretary-Treasurer shall order from the International Union all books and other supplies prescribed by the International Union.

(10) The Secretary-Treasurer shall endeavor to keep a current and complete mailing list which contains the last known address of each member of the Local Union and shall, no later than the first (1st) day of October of each year, submit to the IU the current mailing list of members, their addresses, and their Social Security numbers.

(11) The Secretary-Treasurer shall promptly report to the International Union on its forms all transfers by members into or out of the Local Union; all members dropped for non-payment of dues or otherwise, or expelled; and all members deceased and the dates of death.

(12) All records of all financial transactions within the Local Union shall be in the custody of the Secretary-Treasurer, who shall see that copies of such records are maintained on file at the office of the Local at all times.

(13) The Secretary-Treasurer shall make available to any officer or properly designated representative of the International Union, on request, any Local Union books, records, or documents in his/her keeping.

(14) The Secretary-Treasurer shall be a delegate by virtue of office to the Conventions and General Board Meetings of the International Union.

(15) The Secretary-Treasurer shall submit the Local's books to the Certified Public Accountant retained by the Local Union for the purpose of auditing the financial records of the Local Union, and to the Local President or a representative appointed by the Local President for such purpose, when requested.

(16) The Secretary-Treasurer shall pay the per capita tax due to the International Union and all other lawful payments and obligations due and owing to the to the International Union.

(17) The Secretary-Treasurer shall be a member of the Apprenticeship and Training Committee.

C. Vice Presidents.

(1) The Vice Presidents shall be members of the Local's Management Committee and of the Executive Committee.

(2) The Vice Presidents shall be delegates by virtue of their offices to the Conventions and General Board Meetings of the International Union.

D. Compensation of Local Union Officers shall be as follows:.

(1) The President and Secretary-Treasurer shall be compensated in an amount determined by the Management Committee. In addition, the Local Union shall pay on behalf of the President and Secretary-Treasurer all fringe benefit contributions called for in the applicable collective bargaining agreement(s), and all contributions required by the Local Union Officers and Employees Pension Fund.

4. Chapter Officers:.

A. Chairperson.

(1) The Chairperson shall preside as chair at all meetings of the chapter and exercise all of the authority and responsibility of the chairperson.

(2) The Chairperson shall call special meetings of the chapter when requested to do so by the Management Committee of the Local Union.

(3) The Chairperson shall not be permitted to vote at meetings of the chapter, except in cases of a tie, and then shall cast the deciding vote. The Chairperson shall neither make or second any motion, nor take part in any debate which may arise

while he/she is in the chair, except to explain some particular point or to rule on procedural questions. This provision shall not apply to elections of officers.

(4) The Chairperson shall serve as Chairperson of all Apprenticeship and Training Committees established in the chapter.

B. Recording Secretary.

(1) The Recording Secretary shall, in the absence of the Chairperson at any regular or special meetings of the chapter, perform the functions and duties of the Chairperson at such meeting.

(2) The Recording Secretary shall keep an accurate record of the minutes of all meetings. The Recording Secretary shall maintain said minutes as part of the records of the chapter, and shall see that a duplicate copy is maintained on file at the Local Union's office at all times.

(3) The Recording Secretary shall submit the minutes and other records he/she maintains to the President of the Local Union and the IU President when requested.

C. Sergeant-at-Arms.

(1) It shall be the duty of the Sergeant-at-Arms to allow no one but membersto enter a meeting except with the consent of the Chairperson. He/she shall execute such orders given him/her by the Chairperson for the maintenance of order at such meetings.

5. Bonding: Each officer, employee, or representative of this Local who handles or has authority over funds or other property thereof shall be bonded for the faithful discharge of his/her duties in accordance with applicable law and the International Union Constitution. The cost of such bond shall be paid by this Local Union.

6. A member elected or appointed pursuant to this Constitution to any Union office or position shall fully perform all such duties, responsibilities and obligations that attach to such office or position as required by the International Union and Local Union Constitutions, and shall perform all acts and comply with all obligations and responsibilities as required by law.

7. A member elected or appointed pursuant to this Constitution to any elected Union office may be removed and barred from office upon charges brought and proceedings held in accordance with the provisions of IU Code 6 (appended hereto as Appendix 5), provided, however, that if, upon charges being filed against a person elected or appointed to any office, the Management Committee after it investigates the charges determines that there is probable cause to believe they

are true, and, if true, that the best interests of this organization would be in serious jeopardy if the person was allowed to continue to serve it may, by majority vote, immediately suspend the person charged from his/her office pending the outcome of the trial proceedings.

8. Vacancy in Office.

A. Local Union Officers.

(1) In the event the office of Secretary-Treasurer or Vice President should become vacant due to death, resignation, removal or suspension pursuant to Section 9 above, or loss of membership in the Local Union, the President shall appoint a successor having all the required qualifications for office. If a vacancy occurs in the office of President, the Secretary-Treasurer shall succeed automatically to that office.

B. Chapter Officers.

(1) In the event the office of Chairperson, Recording Secretary or Sergeant-at-Arms should become vacant due to death, resignation, removal or suspension pursuant to Section 9 above, or loss of membership in the Local Union~~:~~, the President shall fill the vacancy by appointing a member having all of the required qualifications for that office.

9. Every officer upon leaving office shall deliver to his/her successor all books, papers, and other materials belonging to the union which may be in his/her possession.

ARTICLE IX
COMMITTEES

1. Management Committee.

A. The Management Committee shall consist of the President, Secretary-Treasurer, and the Vice Presidents. The presence of at least three (3) members of the Management Committee shall constitute a quorum; a majority of those present and voting shall be required for all official acts. No member of the Management Committee shall participate as a member of the Committee or vote on any matter dealing with the propriety of his/her conduct as an officer, or in which he/she has a personal financial interest. The Management Committee, in interim periods between meetings, shall have the power of the Local Union.

B. The Management Committee shall have general supervision over all property, monies and funds of the Local Union. It shall make such regulations from time to time with respect to the general management of all such assets of the Local as it deems appropriate and shall make provision for the investment of money in excess of that required for

current demands.

C. The Management Committee shall retain a Certified Public Accountant who shall audit the books and records of the Local annually, or at such more frequent intervals as the Committee deems appropriate. The Certified Public Accountant shall provide the Local with a certified report on the annual audit and file all appropriate and required reports with the U.S. Department of Labor, the Internal Revenue Service and other government agencies. The Management Committee shall provide a copy of the Local's annual LM form to the International Union.

(1) A summary report on the annual audit shall be presented to the regular meeting of the Local Union following the audit and shall be provided to the International Union in such form as the International Union may require.

(2) An adequate summary of the most recent audit report shall be available for inspection by any member of this Local at the Local's office during regular business hours, and a copy of such a summary report shall be mailed to any Local member making a written request to the Secretary-Treasurer.

D. The Management Committee shall have the right to require the production of books, records and other data from all officers, officials or employees who participated in any financial transaction and to request their appearance for the purpose of making such report or explanation as may be deemed necessary.

E. The Management Committee shall have the power to engage legal counsel, and to bring suit, and assume the costs of any legal actions in which the Local becomes involved on behalf of the Local, with full authority to bind in such suit all members of the Local. It may also commit the Local to pay all expenses for investigation services, employment of counsel and other necessary expenditures in any cause, matter, case or cases where a Local officer, representative, employee, agent or one alleged to have acted on behalf of the Local is charged with any violation or violations of any law or is sued in any civil action with respect to any matter arising out of his/her official duties, except if such officer, representative, employee or agent is charged with a breach of his/her trust to the Local, International or any member or affiliate thereof, in which event he/she may be indemnified only if the action is terminated favorably to him/her.

F. The Management Committee shall meet at least once a month, and shall also hold such special meetings as, in its judgment, are appropriate. The Management Committee shall submit a report of its activities to each regular meeting of the Local Union.

G. It shall be the duty of the Management Committee to see to it that the affairs and business of the Local Union are being properly conducted, in accordance with this Constitution, the International Union Constitution and public law.

H. Actions of the Management Committee authorized under subsections B, C, D, and E above shall be binding upon the Local Union unless otherwise provided in this Constitution.

2. Executive Committee.

A. The Executive Committee shall consist of the President, Secretary-Treasurer, three (3) Vice Presidents, and the Chairperson of each chapter established by the Local Union. The presence of at least eight (8) members of the Executive Committee, including at least three (3) members of the Management Committee, shall constitute a quorum; a majority of those present and voting shall be required for all official acts. No member of the Executive Committee shall participate as a member of the Management Committee or vote on any matter dealing with the propriety of his/her conduct as an officer or in which he/she has a personal financial interest.

B. The President shall serve as Chairperson of the Executive Committee.

C. Regular meetings of the Executive Committee shall be held at least two (2) times per year, on such day and at such place as the President may determine. The President may, for good cause shown, cancel any scheduled meeting of the Executive Committee, provided that the meeting is rescheduled within the next thirty (30) days. Special meetings may be called by the President, or by eight (8) members of the Executive Committee, including at least three (3) members of the Management Committee.

D. The Executive Committee shall have the following duties:

(1) To review the general operations of the Local Union and to develop policy recommendations.

(2) To formulate coordinated strategies for collective bargaining that utilize the combined strength of the chapters and their members to achieve common bargaining goals. To ensure the effective implementation of its bargaining goals and policies, the Executive Committee shall monitor the progress of all negotiations conducted on behalf of the Local Union.

(3) To review expenditures by the President and/or the Management Committee.

(4) To receive reports from each member of the Committee regarding matters of concern within that member's chapter.

(5) To act on any other matter which may be referred to the Executive Committee by the Management Committee.

3. Negotiating Committees.

A. The Local Union shall negotiate agreements with employers covering work performed within its trade and geographic jurisdiction through Negotiating Committees, each of which shall consist of the President, who shall serve as the Committee's Chairperson, and two (2) persons appointed by the President from among the members of the Executive Committee. Each Negotiating Committee shall include two (2) representatives from the chapter or chapters covered by the agreement or wage and fringe benefit schedule being negotiated. These representatives shall be elected for a term of three (3) years by a secret ballot vote of the members of the affected chapter or chapters, conducted in conjunction with the nominations and election of the chapter officers. In addition, if a craft covered by the agreement is not represented on the Negotiating Committee, the President shall appoint a representative from that craft to serve on the Committee.

B. The formulation of collective bargaining agreements shall be the work of the Negotiating Committees. The Negotiating Committee shall seek input from the members who regularly work under the collective agreement it is negotiating.

C. The Negotiating Committees shall act by majority vote of its members, so that each member shall be required to accede to any action to which the majority agrees.

D. Each Negotiating Committee shall take such final and binding action as in its sole discretion is in the best interests of the membership.

E. Each Negotiating Committee shall not enter into negotiations or other dealings with an employer or employer group without having previously given to that employer or employer group a true copy of Article VIII of the IU Constitution. If any employer or employer group requests in writing a copy of the entire IU Constitution, or this Constitution, that too shall be provided.

F. Each Negotiating Committee shall negotiate into the collective bargaining agreement an hourly contribution to the International Masonry Institute and shall use its best efforts to achieve the goals stated in the Resolution of the 1988 General Board Meeting.

4. Apprenticeship and Training Committee.

A. The Local Union shall establish an Apprenticeship and Training Committee, consisting of the President, who shall serve as the chairperson, the Secretary-Treasurer, and one (1) other member appointed by the President, which when meeting with like representatives of the employers, shall constitute a Joint Apprenticeship and Training Committee which shall consider all matters under its authority as specified in Article V of this Constitution.

B. The Apprenticeship and Training Committee shall in performance of its duties conform to the National Apprenticeship Standards subscribed to by the International Union, and any code promulgated pursuant to Article XVI, Section E of the IU Constitution.

5. Trial Committee.

A. The Trial Committee shall consist of three (3) members. The members of the Trial Committee shall be appointed by the President and confirmed by a majority of the members voting at the next regular meeting of the Local Union following the President's appointment. No elected officer shall be eligible to be a member of the Trial Committee. Members shall serve on a Trial Committee for a three (3) year term, except that when a Trial Committee is originally established, one (1) member shall be appointed for a three (3) year term, one (1) member for a two (2) year term, and one (1) member for a one (1) year term. The appointment of each original member shall state the length of term. Thereafter, vacancies shall be filled as they occur by the President.

B. The Trial Committee shall preside over and determine all charges filed with or referred to the Secretary-Treasurer, except as provided in subsection D below, pursuant to Code 6 of the International Union Constitution, appended hereto as Appendix 5.

C. The compensation of the Trial Committee members shall be determined by the Management Committee.

D. The President may appoint a Trial Committee in a chapter to preside over and determine charges filed by a member of that chapter against another member of the chapter. The Trial Committee shall consist of three (3) members. The members shall be confirmed by a majority of members of the chapter voting at the next regular meeting of the chapter following the President's appointment. No elected officer shall be eligible to be a member of the Trial Committee. The length of service of Trial Committee members shall be the same as set forth in subsection A above.

6. Election Committee.

A. Local Union Elections.

(1) At the Management Committee meeting immediately prior to the month in which nominations for Local Union office are scheduled, the President shall appoint three (3) members to constitute an Election Committee, subject to approval of the Management Committee, none of whom may be a candidate for office in the upcoming nominations and election, and each of whom shall possess all of the qualifications required of candidates for office.

(2) The Election Committee shall perform the duties specified in Article XI, Section 1A hereof, and shall, in addition, have the authority to promulgate additional rules consistent with this Constitution and the IU Constitution for the nomination and election procedures. Such rules shall be available to any member from the Local Union office at least two (2) days before the nomination meetings and shall be posted at the sites of the nominations and the election.

B. Chapter Elections.

(1) At the chapter meeting immediately prior to the month in which nominations for chapter office are scheduled, the President shall appoint three (3) members to constitute an Election Committee, none of whom may be a candidate for office in the upcoming nominations and election and each of whom shall possess all of the qualifications required of candidates for office.

(2) The Election Committee shall perform the duties specified in Article XI, Section 1B hereof, and shall, in addition, enforce any rules promulgated by the Local Union Election Committee.

C. The compensation of Election Committee members shall be determined by the Management Committee.

7. Special Committees.

A. The President may establish and appoint members to such special committees as from time to time may be appropriate, subject to approval of the Management Committee, and shall determine the compensation, if any, to be paid to such committee members.

8. Organizing Committee

A. The Local Union shall establish an Organizing Committee to meet its continuing and ongoing obligation to organize workers within its Jurisdiction.

B. The Committee shall consist of at least five (5) members, one (1) of whom shall be the President, who shall act as Chair. The Organizing Committee shall include at least two (2) members who are not full-time officers or employees of the Local Union. The members of the Committee, except for the Chair, shall be appointed by the Chair.

C. Members shall serve on the Organizing Committee for a three (3) year term, except that when the Committee is originally established, one (1) member shall be selected for a three (3) year term, one (1) for a two (2) year term, and one (1) for a one (1) year term. The selection of each original member shall state the length of term. Thereafter, vacancies shall be filled by the President as they occur.

D. The Organizing Committee shall conduct regular meetings at least every calendar quarter and submit reports of such meetings to the International Union Secretary-Treasurer. A report of the committee's Activities shall also be prepared and presented to the Local membership no less than annually.

ARTICLE X

DELEGATES

1. Delegates to Conventions of the International Union shall be nominated and elected at a time, date and place determined by the Management Committee in accordance with the provisions of Code 2 of the IU Constitution appended hereto as Appendix 2, provided that:

   A. The President, Secretary-Treasurer, and the Vice Presidents shall attend the Convention as delegates by virtue of their offices, and other candidates shall be nominated pursuant to IU Code 2, Section 8.

   B. The qualifications required to nominate and vote for delegates and to be a candidate for the position of delegate shall be the same as those required in elections for Local Union office.

   C. Except as provided herein, by IU Code 2 or by guidelines issued by the IU Executive Board under IU Code 2, Section 10, the procedure for nominations and elections of delegates shall be the same as for the nomination and election of Local Union officers.

2. Delegates to all other bodies shall be appointed by the President.

ARTICLE XI

NOMINATION AND ELECTION OF OFFICERS

1. Nominations.

   A. Local Union Officers.

      (1) The nomination of officers shall be made every three (3) years at the semi-annual meeting of the Local Union held in the month of October.

      (2) No less than fifteen (15) days prior to the Nomination Meeting, notice shall be mailed by the Secretary-Treasurer to each member of the Local Union at his/her last known address, and such notice shall list the offices and positions to be filled and the time, date and place of such meeting. The notice shall state that if an election is necessary, it shall be conducted by mail referendum.

      (3) At such Nomination Meeting the Secretary-Treasurer shall announce the names of the Election Committee of the Local Union appointed pursuant to Article IX, Section 6A of this Constitution.

      (4) Nominations shall be made from the floor. Any member in good standing may

be a candidate for office, subject to the requirements outlined in Article VIII, Section 4 of this Constitution, if he/she is nominated by another member in good standing.

(5) A member may not be nominated unless the member is present at the time of the nomination, except if the member has filed a written affidavit with the Secretary-Treasurer before the Nomination Meeting stating that he/she will serve in a specific office if elected.

(6) Nominations shall be made in the following order: President, Secretary-Treasurer, and three (3) Vice Presidents.

(7) Before the close of nominations for each office, the Election Committee Chairperson shall inquire of each nominee present whether he/she will serve if elected. If so, the member's name shall be included on the list of nominees for that office, and, in accordance with Article VIII, Section 3 of this Constitution, the member's name may not be placed in nomination for any other office.

(8) Upon the completion of nominations for all offices:

(a) Any nominee may withdraw his/her name.

(b) The Election Committee shall then examine the names of the nominees against the records of the Secretary-Treasurer in order to determine whether or not each nominee possesses all of the qualifications herein above provided, and shall announce any disqualifications.

(c) If any nominee withdraws or is disqualified pursuant to subsections 8 (a) and (b) hereof, further nominations will be in order only if no nominee is remaining for that office.

(9) Any member in good standing wishing to protest the qualifications of any candidate may appear before the Election Committee before the Nomination Meeting is adjourned at the time and place specified. No protest to a candidate's qualifications by a member who has not appeared shall be considered thereafter. Within seven (7) days after the Nomination Meeting the Election Committee shall investigate any protest lodged, determine whether or not each nominee as to whom a protest has been lodged qualifies, and notify in writing of its decision to each such nominee and the member lodging the protest. The Committee's determination on eligibility shall be final and binding, subject to any appeal filed with the International Union pursuant to the provisions of Code 8 of the IU Constitution, appended hereto as Appendix 6.

(10) In the event there is no contest for an office and the candidate is found properly

qualified, the Election Committee shall certify to the members of the Local Union that there is no need for a mail referendum election as to that office, and declare the nominee duly elected.

(11) The Election Committee shall prepare the official ballot. In the preparation of the official ballot, the Election Committee shall list the names of the qualified candidates in the order in which they were nominated. The Executive Committee may authorize the retention of a third party to act for the Election Committee in the administration of the election.

(12) The Election Committee shall then consult with the Secretary-Treasurer in order to determine the number of official ballots to be printed. Upon being so informed, the Election Committee shall then order the preparation of the required number of official ballots, which shall be in such form as to protect and insure the secrecy of the vote of the members.

(13) The official ballots, once printed, shall remain in the custody of the printer. The ballots shall be delivered to the Election Committee or third-party administrator retained for election administration together with the printer's certification of the number of ballots printed and received in the presence of the candidates or other observers, if requested.

B. Chapter Officers.

(1) Nominations for chapter officers and Negotiating Committee representatives shall be made every three (3) years at the regular meeting held during the month of September in each chapter.

(2) No less than fifteen (15) days prior to the Nomination Meeting, notice shall be mailed by the Secretary-Treasurer to each member of the chapter at his/her last known address, and such notice shall list the offices and positions to be filled and the time, date and place of such meeting. The notice shall state that if an election is necessary, it shall be conducted by mail referendum.

(3) At such Nomination Meeting the Chairperson shall announce the names of the Election Committee of the chapter appointed pursuant to Article IX, Section 6B of this Constitution.

(4) Nominations shall be made from the floor. Any member in good standing may be a candidate for office, subject to the requirements outlined in Article VIII, Section 4 of this Constitution, if he/she is nominated by another member in good standing.

(5) A member may not be nominated unless he/she is present at the time of the nomination unless he/she has filed a written affidavit with the Chairperson before the Nomination Meeting stating that he/she will serve in a specific office if elected.

(6) Nominations shall be made in the following order: Chairperson, Recording Secretary, Sergeant-at-Arms, two (2) Negotiating Committee representatives.

(7) Before the close of nominations for each office, the Election Committee Chairperson shall inquire of each nominee present whether he/she will serve if elected. If so, his/her name shall be included on the list of nominees for that office, and, in accordance with Article VIII, Section 3 of this Constitution, his/her name may not be placed in nomination for any other office.

(8) Upon the completion of nominations for all offices:

(a) Any nominee may withdraw his/her name.

(b) The Election Committee shall then examine the names of the nominees against the records of the Chair in order to determine whether each nominee possesses all of the qualifications above provided and shall announce any disqualifications.

(c) If any nominee withdraws or is disqualified pursuant to subsections 8(a) and (b) hereof, further nominations will be in order only if no nominee is remaining for that office.

(9) Any member in good standing wishing to protest the qualifications of any candidate may appear before the Election Committee before the Nomination Meeting is adjourned at the time and place specified. No protest to a candidate's qualifications by a member who has not appeared shall be considered thereafter. Within seven (7) days after the Nomination Meeting the Election Committee shall investigate any protest lodged, determine whether or not each nominee as to whom a protest has been lodged qualifies, and notify in writing of its decision each such nominee and the member lodging the protest. The Committee's determination on eligibility shall be final and binding, subject to any appeal filed with the International Union pursuant to the provisions of Code 8 of the Constitution, appended hereto as Appendix 6.

(10) In the event there is no contest for an office and the candidate is found properly qualified, the Election Committee shall certify to the members of the chapter that there is no need for a mail referendum election as to that office and declare the nominee duly elected.

(11) The Election Committee shall transmit the names of the nominees to the Local Union Election Committee, which shall include the names of all chapter nominees in the official ballot. In accordance with Section 1A (11) above, the names of the qualified candidates shall be listed in the order in which they were nominated.

2. Election.

A. The election of Local Union, Chapter officers, and Negotiating Committee representatives shall be held during the month of November. A plurality of the votes cast for office shall be required for election to that office.

B. The election shall be conducted by mail referendum. The Election Committee or a third party administrator retained for purposes of administering the election, shall send the ballots, by first class mail, to each member at his/her last known address not less than fifteen (15) days prior to the date set for counting the ballots. Only members in good standing are eligible to vote in the election.

C. The mail referendum shall be conducted in accordance with federal law and with rules promulgated by the Election Committee in accordance with Article IX, Section 6A of this Constitution. Rules for an election by mail referendum are appended hereto as Appendix 7.

D. The candidates elected to office shall assume their offices on the first (1st) day of the month following the election.

E. The Election Committee shall prepare and submit to the President, at least three (3) days prior to the first meeting of the Management Committee following the election, a written report of its activities and functions dealing with its duties after nominations, the conduct of the election, the official list of candidates containing the results of the election which was signed by them after the tally had been completed, and the status of any protest filed. The written report of the Election Committee shall be read at the next semi-annual meeting of the local union following the election.

3. Election Protests.

A. Protests to any aspect of the election procedure, after nominations, shall be filed with the Chairperson of the Election Committee within two (2) days after the event occurs as to which a protest is sought to be raised. If the Election Committee promulgates any rules under Article IX, Section 6 of this Constitution, protests to any such rules shall be filed within two (2) days after the rule is available to members.

B. The Election Committee shall investigate any protest filed and shall, within ten (10) days after a protest is received, notify the member protesting and all candidates for any office as to which the protest was filed of its decision upon the protest. If the protest is upheld before the date of the

election, the Election Committee shall, if possible, order such changes in the election procedure or other remedies as are necessary to eliminate the defect, including, if necessary, rescheduling the election. As to any protest upheld, but not remedied before the election, the Election Committee shall determine after the election whether the defect found could have affected the outcome of the election. If so, it shall order a rerun election of the office or offices affected.

C. The decision of the Election Committee upon any protest shall be final and binding unless and until overturned by the International Union upon such appeal as the International Union may provide pursuant to the provisions of Code 8 of the IU Constitution (appended hereto as Appendix 6).

D. If a rerun election is ordered either by the Election Committee after protest or by the International Union upon appeal:

(1) the candidate with the highest vote total in the official tally for each office as to which a rerun is ordered shall serve in that office until rerun election is completed.

(2) the rerun shall be held within sixty (60) days from the date of the order, except that if an order of the Election Committee requiring a rerun election is timely appealed to the International Union, the rerun election shall be held within sixty (60) days from the date of a final decision by the International Union upholding that order.

ARTICLE XII
WORKING RULES

1. The wages, hours and conditions of employment contained in the collective bargaining agreements of this Local Union shall constitute its working rules and regulations.

2. Each member must report all violations of the working rules and regulations of which he/she is aware to the Steward on the job, to the Field Representative of his/her chapter, or to the Local Union office.

3. Stewards.

A. The Steward shall be the on-the-job representative of this Local Union and all employees represented by it. He/she shall be appointed by, and subject to, the directions and supervision of, the President. The President may establish the terms and conditions for the Steward and may discontinue such position or positions or remove the person appointed to them.

B. It shall be the duty of each member reporting to work to determine whether a Steward has been appointed, and if not, to report such condition to the Field Representative or the

Local Union office immediately.

C. The duties of the Steward at the jobsite shall be as follows:

(1) To inspect dues books and receipts for initiation fees and to report to the Local Union if a payment has not been made as required;.

(2) To report violations of the working rules or the collective bargaining agreement, unsafe conditions and other jobsite disputes, to the foreperson or the employer, and to report to the Field Representative if the condition or violation is not promptly corrected, or if the dispute is not promptly resolved;.

(3) To assist any injured member in receiving proper and immediate care;.

(4) To report to the President any work assignments falling within the recognized trade jurisdiction of this Local made to employees represented by another labor organization.

D. If the Steward is unable to promptly resolve a problem at the job, the Steward shall contact the Local Union office as soon as possible. The Steward shall not have the authority to order a work stoppage or interruption in the work progress.

4. Any member who wishes the Local Union to process a grievance for him/her against an employer must present his/her grievance in writing to the President of the Local within seventy-two (72) hours of the event about which the member is complaining, or as provided in the Local's applicable collective bargaining agreement.

5. Forepersons having the authority to make effective recommendations concerning hiring and discharging or who exercise similar supervisory functions are recognized as the exclusive representatives of management when exercising such functions. No member working in the capacity of foreperson may violate, cause, or attempt to cause any employee to violate any provision of the collective bargaining agreement or any provision of this Constitution or the IU Constitution.

ARTICLE XIII
CHARGES AND TRIALS

1. Code of Offenses: Charges may be preferred against any member for commission of any offense enumerated in Code 5 of the International Union Constitution, attached hereto as Appendix 4, or for one (1) or more of the following offenses:

A. A member who has assisted any person to obtain membership in this Local Union through false statements, misrepresentation, or concealment of facts shall be fined not less than $50.00 nor more than $100.00.

B. A member who knowingly accepts as a part of his/her take-home wages any amounts the employer is required to contribute or pay to a fund established under an applicable collective bargaining agreement of the Local shall be fined not less than $100.00 nor more than $250.00.

C. A member who violates, or conspires in the violation of, any provision of a current applicable collective bargaining agreement of the Local shall be fined not less than $25.00 nor more than $250.00, except as otherwise provided in this Article and may, in appropriate circumstances, be removed from office, barred from office or expelled from membership. Fines for a first offense under this Section shall not exceed $100.00.

D. A member who violates any provision of this Constitution shall be fined not less than $10.00 nor more than $250.00, except as otherwise provided, and may, in appropriate circumstances, be removed from office, barred from office, or expelled from membership.

E. A member who knowingly violates any authorized order of any officer, representative, committee or body of this Local, or who advocates, counsels, or conspires at such violation shall be fined not less than $10.00 and not more than $250.00.

F. A member who engages in conduct which interferes with the performance by the Local Union or any member thereof of its his/her legal or contractual obligations shall be fined not less than $100.00 nor more than $250.00, and may, in appropriate circumstances, be removed from office, barred from office or expelled from membership.

G. A member who fails to appear before a legally appointed committee or before the Local Union when properly notified and without just cause, such as illness or unavoidable absence from the area, shall be fined $25.00 for the first offense, $75.00 for the second offense, and $200.00 for the third offense.

H. Any member who refuses at any meeting of this Local Union to abide by established and reasonable rules pertaining to the member's conduct shall be fined not more than $100.00.

I. Any member who interferes with any officer or other official or employee of this Local Union in the performance of his/her duties shall be fined not more than $250.00, and may, in appropriate circumstances, be removed from office, barred from office, or expelled from membership.

J. A member who attempts to bring about the secession or disaffiliation from the Local of any member or group of members shall be fined at least $100.00 and not more than $250.00 and, if an officer, may in appropriate circumstances be removed from office, barred from office, or expelled from membership.

K. Any member who commits any act which is seriously detrimental to the interests of the

Local Union, shall be fined at least $10.00 and not more than $250.00 and, if an officer, in appropriate circumstances, may be removed from office, barred from office, or expelled from membership.

2. Code of Judicial Procedure.

A. Charges, when filed with or referred to the Local Union, shall be filed with the Secretary-Treasurer and tried before the Trial Committee.

B. The procedure followed for all charges and trials shall be that prescribed by IU Code 6, attached hereto as Appendix 5, provided that the President shall be considered the "chief executive officer" for purposes of Code 6.

ARTICLE XIV
MEETINGS

1. Local Union Meetings

A. Regular meetings of the Local Union shall be held semi-annually, at a convenient location to be determined by the Management Committee, during the months of April and October of each year. Said meetings are to be held on Saturday mornings for the convenience of the membership. Except with the prior approval of the IU Executive Board, no business of any nature, other than the completion of an election, done after 11:00 p.m. shall be of any force and effect whatsoever. The Management Committee may postpone or cancel, as it deems appropriate, a semi-annual meeting for sufficient cause and upon providing reasonable notice to the membership, but the Management Committee may not cancel two (2) semi-annual meetings in succession. The Management Committee may provide for videoconferencing or other electronic means of linking meetings whereby Local 1 members may participate in the semi-annual meeting remotely.

B. The President shall preside over the semi-annual meetings as Chairperson. The President shall maintain order and decorum at said meetings and shall properly conduct all of the business coming before the membership. The President shall see to it that all members present comply with and respect the provisions of this Constitution dealing with the conduct of members at meetings, and he/she shall have authority to discipline by expelling from meetings members who improperly obstruct and interfere with the orderly conduct of the business of the meeting.

C. Special meetings shall be called by the President when requested by the Management Committee. A notice of such special meeting shall be mailed to all members in good standing, specifying the purpose for the call of the meeting and the time,

date, and place of such meeting.

D. The attendance of twenty (20) members at a meeting shall constitute a quorum for the transaction of business.

E. Order of Business. The order of business to be followed at regular semi-annual meetings shall be as follows:

(1) Roll Call of Officers

(2) Reading of Minutes of Previous Meetings

(3) Communications and Bills

(4) Reports

(a) Financial

(b) Management Committee

(c) Executive Committee

(d) Field Representatives

(e) Other Committees

(5) Unfinished Business

(6) New Business

(7) Good and Welfare

(8) Adjournment

F. Rules of Order for Meetings.

(1) The Chairperson of the meeting, while presiding, shall state every question coming before the meeting before allowing debate thereon, and immediately before putting it to vote, shall ask: "Are you ready for the question?" Should no member rise to speak and the membership thereby indicates its readiness, the Chairperson shall proceed to take the vote. After the Chairperson has proceeded, no member shall be permitted to speak.

(2) When the decision of the Chairperson is appealed from, the Chairperson shall state his/her decision and the reasons therefore from the Chair. The member appealing shall then briefly state the reason for their appeal, after which, without further debate., the question shall then be put thus: "Shall the decision of the Chair stand?"

(3) Every member, while speaking, shall adhere to the question under debate, avoiding indecorous language, as well as any reflection on the International Union, the Local Union, or any member thereof unless the Chair shall allow such reflection to the extent necessary to the debate of a pending question properly before the body. Any member misbehaving at a meeting of the Local Union or disturbing its harmony or order either by abusive, disorderly or profane language, or by unbecoming conduct, or by refusing obedience to the presiding officer, shall be duly admonished for his/her offenses by the Chair. For the second offense, such members shall be excluded from the room for the meeting and may otherwise be dealt with at the discretion of the membership.

(4) If, while any member is speaking, another member raises a question of procedure, the member speaking shall, at the request of the Chair, cease speaking and be seated until the question of procedure is determined.

(5) No member shall speak more than once on the same question until all members wishing to speak have had an opportunity to do so, nor shall a member speak more than twice on the same question or more than five (5) minutes at one (1) time without the permission of the Chair.

(6) Should the regular order of business not be completed at one (1) meeting, the order shall be resumed at the next meeting where it stopped previously.

(7) A member may call for a division of a motion only when the sense of the motion will permit it.

(8) When a question is before the meeting, no additional motion shall be received except for motions:

(a) To adjourn;

(b) To take the previous question;

(c) To lay on the table;

(d) To postpone to a definite time;

(e) To refer to a committee; or

(f) To amend.

Such motions shall have precedence in the above order and motions (a), (b), and (c) shall be decided without debate.

(9) Debate may be closed on any motion other than a main motion at the call of two (2) members and with the approval of the majority. Debate may be closed on a main motion at the call of any six (6) members and approval of a majority. However, the Chairperson shall have authority to decline to entertain a motion to close debate on a question.

(10) In any vote, the percentage needed to carry shall be a majority of votes so cast unless otherwise stated in this Constitution.

(11) When a motion has been declared carried or defeated by voice vote, any member may, before the Chairperson proceeds to other business, call for a head count of members' votes.

(12) All votes other than procedural votes, votes on amendments to the Local Constitution, and elections may be reconsidered at the same or next succeeding regular meeting upon a motion made and seconded by two (2) members who voted in the majority, provided the body assents thereto, but after a motion to reconsider has once been defeated it shall not be renewed.

(13) If a motion to adjourn is voted upon and defeated, another motion to adjourn shall not be in order until thirty (30) minutes later unless the Chair determines there is no further business before the meeting.

2. Chapter Meetings.

A. Every chapter of this Local Union shall hold a regular monthly meeting, except during the months of April and October. Said meetings are to begin after 7:00 p.m. and must be adjourned by 11:00 p.m. Except with the prior approval of the IU Executive Board, no business of any nature, other than the completion of an election, done after 11:00 p.m. shall be of any force and effect whatsoever. The Management Committee may postpone or cancel, as it deems appropriate, a regular meeting of a chapter for sufficient cause and upon providing reasonable notice to the membership, but the Committee may not cancel two (2) chapter monthly meetings in succession.

B. The Chairperson of the Chapter shall preside over the monthly meeting as Chairperson. He/she shall maintain order and decorum at said meetings and shall properly conduct all of the business coming before said meetings. The Chairperson shall see to it that

all members present comply with and respect the provisions of this Constitution dealing with the conduct of members at meetings, and he/she shall have authority to discipline by expelling from meetings, members who improperly obstruct and interfere with the orderly conduct of the business of the meeting.

C. The President shall attend the monthly meeting of each chapter. The President, in consultation with the Management Committee, shall determine the schedule of monthly meetings to permit his/her attendance at every meeting. If in his/her judgment it is necessary, the President may designate the Secretary-Treasurer or a Vice President to attend meetings in his/her place.

D. A special meeting of a chapter shall be called by the President when requested to do so by the Management Committee. A notice of such special meeting shall be mailed to all chapter members in good standing and shall specify the purpose for the call of the meeting.

ARTICLE XV
AMENDMENTS

1. This Constitution may only be amended as follows:

   A. A member or members desiring to present an amendment shall reduce the same to writing, specifying the Article and Section sought to be amended or added, and deliver it to the Secretary-Treasurer.

   B. The Management Committee shall review the amendment and, if it determines that the amendment does not violate this Constitution, the IU Constitution, or federal law, it shall mail a written notice to all members at their last known address setting out the proposed amendment to the Constitution and specifying that a vote upon the proposed amendment shall be conducted by mail referendum.

   C. To carry, a proposed constitutional amendment shall, except as otherwise provided in this Constitution, require a two-thirds (2/3) vote of the members in good standing who cast their ballots.

2. Amendments shall become effective immediately upon their adoption unless otherwise specified in any particular amendment as adopted. In compliance with Article VIII, Section B of the IU Constitution all amendments must be submitted to the IU Secretary-Treasurer within fifteen (15) days of their adoption.

3. The Management Committee shall have the power following adoption of amendments to the Constitution, but prior to printing thereof, to make such typographical, grammatical, and punctuation corrections; rearrangements and renumbering of Articles and Sections; or other changes, including the supplying or remedying of inadvertent omissions or errors, as are necessary to carry out the spirit and intent of any amendments so adopted.

4. This Constitution and amendments thereto shall be reproduced and available to the membership within six (6) months of their adoption, provided that failure to do so shall not void this Constitution or amendments thereto. Amendments shall be reproduced either as part of a new printing of this Constitution or in such form that they may be attached to printed copies of this Constitution.

ARTICLE XVI
CONSTRUCTION

1. Any question of the interpretation of this Constitution shall be governed by the law of the United States and, in the absence of controlling federal law, by the law of the State of Minnesota, North Dakota, or South Dakota, as may apply.

2. In interpreting this Constitution, time periods shall be calculated as follows: The date of the act or event from which the designated period of time begins to run shall not be included; the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday. Whenever notice or filing by a certain date is required by this Constitution, mailing of the document required, correctly addressed, by that date shall constitute compliance.

3. If the legality of an act by this Local Union, its officers, or its affiliates depends upon the interpretation of this Constitution, all questions shall be resolved in favor of making that act lawful.

4. In interpreting this Constitution, all doubts shall be resolved in favor of the validity of the provisions in question.

5. If any provision of this Constitution is declared invalid by operation of law or by any competent authority or tribunal, the remainder of the Constitution or the application of such provisions to persons or circumstances other than those as to which it has been held illegal or invalid shall not be affected thereby.

6. If any provision of this Constitution is declared invalid by operation of law or by any competent authority or tribunal, the Management Committee is empowered to substitute during the period of its invalidity a provision which will meet the objections to its validity and which will be most closely consistent with the intent and purpose of the invalid provision.

ARTICLE XVII
DISSOLUTION

1. This Local Union shall not dissolve itself as long as any member wishes to continue its existence.

2. Upon consolidation of this Local with any other Local, all of its funds and other assets shall become the property of the consolidated Local. Upon the revocation of this Local's charter, where such revocation is not due to a consolidation of Local Unions, its funds or assets shall become the property of the International Union. The Local shall not distribute any portion of its funds or other assets to its members.

A P P E N D I C E S

APPENDIX 1

CODE 1
Branches of the Trade

1. *BRICK MASONRY*: Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code.

B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block- arching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

D. All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

F. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU

Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.

2. ***STONEMASONRY*: Stonemasonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The laying of all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning, as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called "stone" in the trade); cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over 10 inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.**

B. **This is to apply to all work in buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done. Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.**

C. **Cleaning, grouting, pointing, and other necessary work to achieve and complete the work under the foregoing categories.**

D. **The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.**

3. ***ARTIFICIAL MASONRY*: Artificial Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of this organization, for which the highest rate of wages shall be demanded.**

B. **All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of this organization, for which the regular wage scale in the jurisdiction where the work is performed shall be paid.**

C. **The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU**

Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.

4. ***CEMENT MASONRY*: Cement Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights.**

B. **The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place; the operation of cement gun, the nozzle and the finishing of all material applied by the guns; and the operation of the cement floor finishing machines. The cement mason shall have the right to use all tools necessary to complete his/her work.**

5. ***MARBLE MASONRY*: Marble Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as all accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile.**

B. **The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.**

6. ***PLASTERING*: Plastering shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials; artificial marble work, when applied in plastic form; composition work in all its branches; the covering of all walls, ceilings, soffits, piers, columns or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering; the casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves, and bull nose run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.**

B. **All cornices, molding, coves, and bull nose run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.**

C. **The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install exterior or interior plaster materials or substitutes**

thereof, or that otherwise assist the plasterer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of plaster materials or substitutes thereof.

7. ***MARBLE, MOSAIC, AND TERRAZZO WORK*: Marble, Mosaic and Terrazzo Work shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The installation of marble, mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops on jobs; all rolling of terrazzo work.**

B. **All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied shall be done by plasterers, with an allowance of not less than a one-half inch bed to be conceded to mosaic and terrazzo workers.**

C. **All bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath, or other reinforcement, where used in mosaic and terrazzo work.**

D. **All cement terrazzo, magnesite terrazzo, Dex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools, etc.; also all other substitutes that may take the place of terrazzo work. The terrazzo worker shall have the right to use all tools which are necessary in the performance of his/her work.**

E. **Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the mosaic workers and the setting of same shall be done by tile layers.**

F. **The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall come under the jurisdiction of the terrazzo workers. When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work shall come under the jurisdiction of the cement masons.**

G. **The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, install, lay, form, cast, spread, screed, roll, strike, float, trowel, edge, finish, cut, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace or restore marble, mosaic and terrazzo materials and surfaces, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to**

allow proper installation of marble, mosaic and terrazzo materials and surfaces.

8. ***TILE LAYERS' WORK*: Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.**

B. **It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.**

C. **All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.**

D. **The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, install, cut, set, lay, level, align, anchor, fasten, secure, grout, fill, polish, seal, clean, finish, repair, replace or restore tile units, materials and surfaces, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance**

of the work area to allow proper installation of tile units, materials and surfaces.

9. ***POINTING-CLEANING-CAULKING*: Pointing-Cleaning-Caulking shall consist of, but not be limited to, the following work procedures and installation of the following materials:**

A. **The pointing-cleaning-caulking of all types of masonry, caulking of all window frames encased in masonry on brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work.**

B. **The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same.**

C. **The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of any mechanical devices, automated or semi-automated systems, lasers, robotics or other emerging technologies that are used to, including but not limited to, install, cut, set, lay, level, range, plumb, align, inspect, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace or restore masonry units, materials and surfaces, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units, materials and surfaces.**

D. **This is not to be construed as denying the right of the brick or stone mason members to apply themselves at this branch of trade.**

10. ***FINISHER'S WORK*: Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.**

11. ***SPECIAL CATEGORIES*: The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International. This shall include the specialized skills identifiable within the major branches of the trade described above, such as all burning and welding required to secure or anchor all types of masonry materials.**

APPENDIX 2

CODE 2
Rules Governing the Election of Delegates to the IU Convention

1. *DELEGATE ELECTIONS*: Subject to prior approval by the IU Executive Board, Local Unions may conduct their election of delegates in conjunction with the election of Local Union officers or delegates to a District Council or State or Provincial Conference, provided that the election is conducted in accordance with procedures approved by the IU Executive Board, and takes place after the issuance of the Convention Call.

2. *ABSENTEE BALLOTS & REFERENDUM ELECTIONS*: The use of absentee ballots or a mail referendum for the election of delegates to the IU Convention shall be subject to prior approval by the IU Executive Board, which shall, upon approval, formulate and issue rules governing their use.

3. *ELECTION COMMITTEE OR JUDGE*: After the issuance of the Convention Call, each Local Union which has not previously done so shall promptly appoint an Election Committee or Judge to oversee the nomination and election process from the mailing out of notices to the completion of the count and the presentation of a final report. Each Local Union having 250 or more members, which has not previously done so shall appoint, through its officer or officers empowered to make appointments, three members to serve as the Election Committee. Local Unions having fewer than 250 members shall appoint either a three-member Election Committee, or a single Election Judge. Only a member in good standing who agrees not to run for the position of elected delegate or any other office to be filled in the election may serve on the Election Committee or as an Election Judge.

4. *NOTICES*: During March of the Convention year, the Election Committee or Judge, in cooperation with the Local Union's officers, shall mail a notice, on a form supplied by the International, to every member of the Local at the member's last known home address advising the member of the time, date and place of the Nomination Meeting, which shall determine the number of delegates, if any, the Local shall send to the Convention, and make nominations for any delegate positions to be filled by election. The notice shall also specify the time, date and place at which, if necessary, the election of delegates shall be conducted.

5. *SCHEDULING OF THE NOMINATION MEETING AND THE ELECTION MEETING*: The Nomination Meeting shall take place no less than 15 nor more than 45 days after the notice was mailed. Local Unions with more than one nominee for each elected delegate position shall conduct an election at the time, date and place specified on the notice, which shall be not less than 28 nor more than 45 days after the Nomination Meeting.

6. *ELIGIBILITY TO RUN FOR THE POSITION OF DELEGATE*: With the following exceptions, all members of a Local Union who have been in good standing for 30 days prior to the Nomination Meeting shall be eligible to run for the position of delegate to the IU Convention:

   A. Apprentice members, contractor members, and supervisory employees shall not

be eligible.

B. A member properly barred from holding union office for disciplinary reasons, in accordance with procedures set forth in IU Code 6, shall not be eligible.

C. If the Local Union so provides in its Constitution, members can be required, in order to be eligible, to maintain continuous good standing for a period not to exceed 24 months prior to the Nomination Meeting.

D. Locals may specify in their Constitution other reasonable qualifications on the right to run for the position of delegate, provided that those qualifications have been approved by the IU Executive Board.

7. *ELIGIBILITY TO TAKE PART IN THE NOMINATION AND ELECTION OF DELEGATES TO THE IU CONVENTION*: Contractor members and supervisory employees shall not have the right to take part in the nomination of delegates and shall not have the right to vote in the election of delegates. Apprentice members shall have the right to nominate delegates and the right to vote in the election of delegates only if those rights are specifically granted by the Local Union's Constitution and By-Laws. All other members who are in good standing as of the day of the Nomination Meeting shall be eligible to take part therein, and all other members who are in good standing as of the day of the Election Meeting shall be eligible to vote.

8. *THE NOMINATION MEETING*:

A. At the Nomination Meeting the Chairperson shall announce the number of delegates the Local Union is entitled to send to the IU Convention as set out in the Call, and shall then state that the first question to be decided at the meeting is the number of delegates (if any), up to this maximum, that the Local wishes to send.

B. Each Local Union has the following options: first, to send no delegates; second, to send a number of delegates less than the full delegation to which it is entitled; or third, to send the full number of delegates to which it is entitled.

(1) If after discussion a motion carries to send no delegates, then the nominations and election will be complete.

(2) If after discussion a motion carries to send a number of delegates which is less than or equal to the number of the Local's *elected* officers properly designated as delegates by virtue of office (either as full-time elected executive officers, or as designated in the Local Union Constitution), then the Local's entire delegation to the Convention shall consist of the delegates by virtue of office, and the nominations and election will be complete. If the number of delegates to be sent is less than the number of properly-designated delegates by virtue of office, the delegates who shall attend the

Convention shall be determined in accordance with the priorities specified in Section 8, C of this Code, below.

(3) If after discussion a motion carries to send a number of delegates which is greater than the number of elected officers properly designated as delegates by virtue of office, then nominations shall be held for the additional delegate positions.

C. If a Local decides to send a delegation consisting of some but not all of the individuals who are delegates by virtue of their elected Local office, the following principles shall govern: first, all full-time elected executive officers (designated as delegates by Article XI, Section A(7) of the IU Constitution) shall attend the Convention before any other officers may attend; second, the following order or priority in attendance shall apply to full-time elected executive officers, and if no order or priority in attendance is specified in the Local Constitution, to all other officers designated as delegates by virtue of office in the Local Constitution:

(1) the elected officer having primary responsibility for the Local's day-to-day affairs, including collective bargaining matters;
(2) the elected officer having primary responsibility for the Local's financial affairs;
(3) the elected officer who presided at the Local's meetings;
(4) the elected officer or officers having secondary responsibility for the Local's day-to-day affairs, including collective bargaining matters; and
(5) other officers.

D. A Local Union may vote at the Nomination Meeting to elect an alternate or alternates to serve in the event that a delegate or delegates cannot attend the Convention. If a Local Union chooses to elect alternates, the ballots used in the election shall specify that alternates are to be elected, and the method by which they will be elected.

9. *APPEALS FROM THE CONDUCT OF A NOMINATION MEETING*: Any member of this International Union shall have the right to file a direct appeal to the IU Executive Board concerning any decision which was made or should have been made at the Nomination Meeting. All such appeals must be mailed within seven (7) days of the Nomination Meeting as to which the protest is made or, if no Nomination Meeting was noticed as provided in Section 4, above, within sixty (60) days of the Call for the IU Convention. Any appeal raising a question concerning nominations filed thereafter shall be untimely. In passing on such appeals, the Board shall have the authority to provide a complete remedy including, without limitation, scheduling or rescheduling the Nomination Meeting and postponing the election.

10. *IU EXECUTIVE BOARD GUIDELINES*: At the time of the issuance of the IU Convention Call, the IU Executive Board shall issue guidelines on the conduct of the nomination and election meetings to assist the Local Unions in meeting their obligation to provide adequate safeguards to ensure a fair and proper secret ballot election.

11. *POST ELECTION PROCEDURES*:

A. The Election Committee or Judge shall file a report on the conduct of the election at the Local Union's next regularly scheduled meeting after the election. Any member of the International Union shall have the right to file a protest to the conduct of an election of delegates or the failure to conduct an election with the Local. Such protests must be filed prior to or at the meeting that received the report of the Election Committee or Judge, or if no election was held, within forty-five (45) days of the Nomination Meeting.

B. Any member of the International who has filed a timely protest concerning the conduct of an election of delegates or the failure to conduct an election with a Local and who has not received complete relief from the Local shall have the right to file a direct appeal to the IU Executive Board. All such appeals must be mailed within fourteen (14) days of the next regularly scheduled meeting after the election or, if no election was held, within thirty (30) days after filing of the protest with the Local Union. In passing on such appeals the Board shall have the authority to provide a complete remedy, including, without limitation, the power to run or rerun the election.

12. *CERTIFICATION OF DELEGATES*: The Election Committee or Judge of each Local Union, in cooperation with the officers of the Local, shall complete the Certification Form provided by the IU Secretary-Treasurer within seven (7) days after the report of the Election Committee or Judge has been accepted. The IU Executive Board shall issue credentials to the delegates specified on the Certification Form if the form shows that their nomination and election was proper. In the event that the Board has any questions concerning the conduct of an election of delegates, it shall have the authority to investigate the election and correct any errors in the conduct of the election which may have affected the outcome. The Board's authority in this regard shall be complete and shall include, without limitation, the power to run or rerun the election.

13. *TIME LIMITS:* For good cause shown, the IU Executive Board shall have the power to adjust time limits stated herein, as long as the election process will be completed within a reasonable time before the Convention.

APPENDIX 3

CODE 4
Rules Governing Travel and Transfer

1. *TRAVEL RULES:*

A. A traveling member is a member working outside the geographical jurisdiction of the Local Union to which the member belongs.

B. As soon as possible, but in no event later than forty-eight (48) hours after securing employment outside the territory of the member's home Local, a traveling member shall advise the Local in whose territory the member is employed, through the Business Agent or Financial Secretary, unless the Local handles such matters through a Job Steward, of the name of the member's employer and the job location.

C. Except as provided in this Code, a traveling member is subject to all the provisions of the Constitution and By-Laws, collective bargaining agreements, lawful rules and orders of the Local having jurisdiction over the area where he/she is employed.

D. A traveling member shall pay to his home Local the base dues owing both to the International Union and to the member's home Local. IU working dues and any working dues owing to the Local in whose territory the member is employed ("the job-site Local") shall be paid to the job-site Local. The member's home Local shall be responsible for transmitting to the International Union the IU base dues; and the job-site Local shall be responsible for transmitting to the International Union the IU working dues.

2. *TRANSFERS:*

A. A traveling member shall have the option of applying for a transfer from his/her home Local Union to the Local in whose territory the member is employed, subject to the provisions of Section 2, B and D, of this Code.

B. A Local may establish uniformly applied and reasonable rules governing the right of traveling members to transfer into the Local, if such rules are first approved by the IU Executive Board.

C. A Local may require a member of another Local who has worked in its jurisdiction as a traveling member for more than three (3) months in the previous four (4) to transfer his/her membership to that Local, unless the traveling member's home Local is within the jurisdiction of the same State or Provincial Conference as the Local in which the traveling member is working, or unless the traveling member's home Local provides hospitalization, insurance, pensions, mortuary or other benefits for its members.

D. Upon receipt of an application for transfer from a traveling member, the Local shall forward an Accepted by Transfer Form, provided by the International Union, to the Local from which

the member is transferring. Receipt of the Accepted by Transfer Form shall serve as notice to the Local from which the member is transferring of the intent to transfer membership. If, within fourteen (14) days after the form is mailed, the Local from which the member is transferring does not advise the Local to which the member is transferring of any conditions which would bar the member's transfer, the transfer shall be complete. Otherwise, the transfer shall be complete as of the day the travelling member complies with all the terms and conditions for transferring.

APPENDIX 4

CODE 5
Code of International Offenses

1. It shall be an offense against the International Union:

A. For any member knowingly to make any false statement or misrepresentation in, or in connection with, the application for membership.

B. For any officer of the International or an affiliate knowingly to make a false statement or to conceal a material fact in any official union report, or to withhold information which under the IU Constitution, or laws promulgated thereunder, the officer is required to provide.

C. For any member or affiliate of the International knowingly to bring a false charge against any other member or affiliate.

D. For any member or affiliate to fail without reasonable excuse to appear if properly notified at any proceeding or trial provided for by the IU Constitution or laws promulgated thereunder, and to present any evidence of which the member or affiliate has knowledge.

E. For any member knowingly to present false evidence in any proceeding or trial provided for by the IU Constitution or laws promulgated thereunder.

F. For any member to refuse to abide by any established and reasonable rules pertaining to the conduct of any meeting, proceeding, or IU Convention provided for by the IU Constitution or laws promulgated thereunder.

G. For any member or affiliate to convert to the member's own use or affiliate's own use or to the use of another not entitled to such use any property of the International or any affiliate thereof or any related fund of the International or an affiliate, or to conspire or attempt to do so.

H. For any member having control over property of the International or of any affiliate thereof to refuse to cooperate in an audit ordered by the International, or to resist or impede, except through the procedures provided in this Constitution or by public law, the imposition and operation of a receivership.

I. For any member to commit or to conspire, incite, or attempt to commit, violence against any other member.

J. For any member to make an unauthorized use of the name or seal of the International or an affiliate.

K. For any member of an affiliate or an affiliate to solicit money from another affiliate or its members without the consent of the IU Executive Board.

L. For any member or affiliate publicly to defame or dishonor as institutions the International or its affiliates.

M. For any member or affiliate to interfere with the performance of the legal and contractual obligations of this International, its affiliates, or the officers or related funds thereof.

N. For any affiliate to attempt to disaffiliate from the International.

O. For any member to advocate, incite or conspire to accomplish the behavior prohibited in Section 1, N.

P. For any member knowingly to work at the craft at less than the established wages and other working conditions in the jurisdiction for the type of work in question, or to work on a non-union project that would fall within the scope of an agreement in effect in the jobsite area.

Q. For any member knowingly to work for an employer against whom a strike has been called by an affiliate.

R. For any member or affiliate to attempt to evade any of the member's or affiliate's financial obligations to the International.

S. For any member or affiliate to commit any act which is seriously detrimental to the interests of the International.

T. For any member or affiliate knowingly to violate, or to conspire or attempt to violate, the Constitution of the International, any laws promulgated thereunder, or any lawful order of the IU Executive Board.

2. A member or affiliate found guilty of any offenses enumerated in Section 1 may be fined up to $500.00 for any act constituting an offense or offenses, and:

A. The fine for violation of Section 1, I, may, in appropriate circumstances be up to $1,400.00.

B. The fine for violation of Section 1, B, G, H, J, M, N, O, P, Q, S, or T may in appropriate circumstances be up to $750.00

C. The fine for a second violation of Section 1, P or Q may in appropriate circumstances be up to $1,000.00.

D. Any member may in appropriate circumstances be expelled for violation of Section 1, A, B, C, E, G, H, I, J, M, O, R, S or T.

E. Any member may be expelled if found guilty more than once of violation of Section 1, P or Q.

F. An officer of any affiliate may be removed from office, and an officer or former officer of any affiliate may be barred from office for up to five (5) years, in appropriate circumstances and where the offense related to conduct as an officer, for violation of Section 1, B, C, D, E, G, H, I, J, K, M, O, P, Q, R, S or T.

G. An affiliate may be placed in receivership or have its charter revoked for violation of Section 1, C, D, G, K, L, M, N, S or T.

H. In addition, the penalty for any violation resulting in a wrongful loss of property to any affiliate or to the International may include a provision for reimbursement of the body suffering the loss.

APPENDIX 5

CODE 6
Trial and Appeal

1. *CHARGES*:

A. All charges must be in writing, must be filed within thirty (30) days from the date of an alleged violation of a work rule, or within thirty (30) days from the date any other alleged offense occurred or, if later, was discovered, and must state the provision of the Code of International Offenses, or of the IU Constitution or laws of an affiliate, allegedly involved. If the provision relied upon is Section 1, T of the Code of International Offenses, the charge shall specify the Section of the IU Constitution or the law or order promulgated thereunder allegedly violated. The charge shall also state the specific action of the charged party complained of, the number of times the action occurred, and the date of each action specified.

B. (1) A charge may be filed against any member of the International or against any affiliate.

(2) The charge shall be signed by the member or members filing it, who may be any member or members of the International.

(3) Unless the charge is brought by an IU Officer, a charge brought by a member of one Local Union against a member of another Local, or against an affiliate other than a member's own Local, shall also be signed by the chief executive officer of the charging party's Local (the officer primarily responsible for the day-to-day affairs of the Local) or, if the chief executive officer is interested in the charge, by an officer of the charging party's Local who is not interested in the charge.

(4) A charge brought by an affiliate of the International shall be signed by the chief executive officer of the charging party.

C. (1) If the charge is against an affiliate of the International, or is against a present or former officer of the IU or of an affiliate other than the Local of which the charging party is a member, and relates to conduct while in office, the charges shall be filed with the IU Executive Board.

(2) If the charge is against a present or former officer of the Local of which the charging party is a member, relates to conduct while in office, and is a charge which could merit removal or barring from office, it may be filed with the IU Executive Board.

(3) Otherwise, charges shall be filed with the Secretary of the Local of the charged party, or with the Secretary of the Local in whose jurisdiction the charged party was working at the time of the alleged offense.

(4) If the Local Secretary or a member of the IU Executive Board, other than the President, is the charged party, charges shall be filed with the chief executive officer of the Local or the IU President, respectively.

D. The officer with whom the charge is filed shall promptly send one copy of the charge by registered or certified mail to the last known address of the charged party if an individual, or to the Secretary of the affiliate charged.

E. (1) When a charge against an officer or former officer of the International is properly filed with the IU Executive Board, the IU President shall be notified or, if the charge is against the President, the highest ranking officer who is not named in the charge shall be notified. The President, or the highest ranking officer not named in the charge, shall appoint a member who is not involved in the charge to investigate it and to make a report in writing within thirty (30) days to the IU Executive Board on the results of his/her findings.

(2) The Board, acting without the participation of any of its members named in the charge, shall determine whether a substantial charge is presented by the report. If not, the charge shall be dismissed. If so, the Board shall prefer a formal complaint based on the report before the Board of Trials and Appeals.

F. (1) When a charge is filed with the IU Executive Board against an officer or former officer of an affiliate, the IU Executive Board shall determine whether it is substantial. The IU Executive Board may, in making such determinations, appoint any member who is not involved in the charge to investigate it and make a report in writing.

(2) If the IU Executive Board determines that the charge is not properly filed, or is not substantial, the Board shall dismiss it.

(3) If the IU Executive Board determines that the charge is substantial and is properly filed, it shall:

(a) If it is not of sufficient gravity to merit removal or barring from office, and the charged and charging parties are members of the same Local, refer the charge to the Secretary of that Local, and so notify the charged and charging parties.

(b) If it is not of sufficient gravity to merit removal or barring from office, and the charged and charging parties are members of different Locals both affiliated with a District Council which has a Trial Committee empowered by its Constitution to hear charges by a member of one affiliated Local against an officer of another, refer the charge to the Secretary of that District Council.

(c) If neither (a) nor (b) pertains, set the charge for trial before the IU Executive Board.

(4) If the charge is filed with the IU President pursuant to Section 1, C(4), the President shall exercise the authority of the IU Executive Board under this subsection.

2. *TRIALS*:

A. (1) The IU Executive Board shall be the trial body if an affiliate is charged, or if an officer or former officer of an affiliate is charged and the IU Executive Board determines under Section 1, F, that trial before the Board is proper. The Board may, in its discretion, appoint any member not involved in a charge as hearing examiner, to preside at the trial and prepare a report upon the evidence. However, the decision on guilt or innocence and the determination of the punishment, if any, to be imposed shall be solely that of the Board.

(2) The Board of Trials and Appeals shall be the trial body if a formal charge against an International Officer is preferred by the IU Executive Board.

(3) All other cases shall be tried by the Trial Committee of the Local Union with whom the charges were filed, or to whom the charge was referred under Section 1, F(3)(a), or of the District Council to whom the charge was referred under Section 1, F(3)(b), except that, if the charged and charging parties are members of different Locals of the same District Council, the District Council Constitution may provide for trial by a District Council Trial Committee, or for trial by an affiliated Local other than the one with which charges were filed.

B. The charged and charging parties shall be notified of the body before whom the trial is to be held by that body and of the date and place of trial. Trial should be held as promptly as possible after the charge is filed, subject to Section 1, E, but in no case less than fifteen (15) days from the date of the notice of trial.

C. (1) Any member of the trial body may excuse himself/herself for good cause from any case. If a member of the trial body is the accused or the charging party, that member shall excuse himself/herself.

(2) A charging party or charged party may challenge any member of the trial body because of interest or bias, by submitting his/her challenge in writing to all members of the trial body along with the basis for the challenge. The member challenged shall decide whether to excuse himself/herself.

(3) If a challenge is not made, a party may not later claim that the tribunal was unfairly constituted.

D. If no member of a Local Union Trial Committee remains after excuse or challenge, another member shall be appointed by the chief executive officer of the Local as Trial Judge to hear and decide the case. If the chief executive officer excuses himself/herself, before or after a challenge following the procedures of Section 2, C above, the charged or charging party may file a written request with the IU President for appointment of a Trial Judge. The President shall then appoint a Trial Judge, who may be a member of the Local trying the case or of any other affiliate.

E. The charged party and the charging party may each choose any other member, neither an interested party in the accusation nor an attorney, to represent the party at trial.

F. (1) The charged party and the charging party must each appear at the trial, along with any witnesses they wish to present.

(2) If no evidence is presented against a charged party, the trial body may dismiss the charge. If the charged party does not appear, the trial body may, if presented with evidence sustaining the charge, find the charged party guilty and impose punishment. However, the trial body may in its discretion postpone the trial for good cause shown.

G. Trials shall be conducted in the following order:
Statement of prosecution
Statement of defense
Witnesses for prosecution
Witnesses for defense
Witnesses of rebuttal for prosecution
Witnesses of rebuttal for defense
Summary of defense
Summary of prosecution

H. (1) Both the prosecution and the defense shall have the right to present witnesses and to cross-examine any witnesses who testify at the trial.

(2) Technical rules of evidence shall not apply, but the trial body may exclude any evidence not relevant to the charges.

(3) The burden of proof shall be upon the charging party.

(4) Decision shall be based only upon the facts presented to the trial body during the proceeding.

(5) The trial body shall keep minutes of the proceedings. A stenographic record of any proceeding need not be taken, unless the trial body so orders, or unless any directly interested party so requests within seven (7) days of receipt of the notice of trial. The party requesting the transcript shall be responsible for the cost of the preparation by a competent reporter, chosen by the trial body, of three (3) copies, so that each party, and the trial body, may have one. The reporter shall attach an affidavit to each copy, stating that it is a true and accurate transcript of the proceedings.

I. (1) A majority vote of the trial body shall determine the charges.

(2) The trial body may impose any penalty not inconsistent with the IU Constitution, the Code of International Offenses, or any applicable Constitution or law of an affiliate, including an order to perform or refrain from performing any specified acts.

(3) The verdict and punishment to be imposed may be announced at the time of trial, but the trial body shall prepare a written report of its findings and decision. A copy of this report shall be sent by registered or certified mail to the charged party and to the charging party.

(4) The trial body shall preserve as part of the record any documents submitted, the minutes taken, and any transcript made.

J. If a member found guilty does not comply with an order to pay a fine within thirty (30) days, or such further time allowed in writing by the trial body, the member shall be automatically expelled from membership. When an appeal is lodged within the requisite time limits, if the trial body does not suspend its order pending determination on appeal, the appellate body may do so upon written application accompanying the notice of appeal.

3. *APPEALS*:

A. (1) Appeals from any decision after trial of a Local Union or District Council Trial Committee shall be to the Judiciary Board of the State or Provincial Conference of which the Local or District Council which tried the case is a part unless:

(a) There is no such State or Provincial Conference, in which case appeal shall be to the IU Executive Board, or

(b) The punishment ordered for any offense or set of offenses arising from the same occurrence was a fine over $250, or expulsion, or removal or barring from office, in which case appeal shall be to the IU Executive Board.

(2) Appeals from a decision on appeal of a Judiciary Board of a State or Provincial Conference shall be to the Conference Convention, unless the Constitution of that State or Provincial Conference does not provide for appeals to its Convention, in which case appeal shall be to the IU Executive Board.

(3) Appeals from a decision on appeal of the State or Provincial Conference Convention shall be to the IU Executive Board.

(4) Appeals from a decision after trial by the IU Executive Board shall be to the Board of Trials and Appeals.

(5) Appeals from a decision after trial by the Board of Trials and Appeals, or on dismissal of a charge under Section 1, E(2) or F(2), of this Code, or on appeal from the Executive Board or Board of Trials and Appeals, shall be to the Committee on Review and Appeals of the IU Convention or General Board Meeting, whichever is scheduled first. The Committee shall report its findings and conclusions to the delegates assembled for acceptance or rejection.

B. (1) A charged party who has without good cause failed to appear for trial or who has pleaded guilty may appeal only on the grounds that the fine or penalty is not commensurate with the offense.

(2) A charging party may not appeal if no offense against the Code of International Offenses was alleged.

C. (1) A charged or charging party wishing to appeal must file a notice of appeal by registered or certified mail within thirty (30) days from a trial body's or appellate body's written notice of decision. A copy of the notice of appeal shall be sent by registered or certified mail to the opposing party.

(2) The notice of appeal shall be accompanied by a copy of the trial body's report and of any appellate report and shall state clearly and specifically the grounds for appeal, including any section of the IU Constitution or laws or orders promulgated thereunder relied upon.

(3) Notice of appeal to a State or Provincial Conference Judiciary Board or Convention shall be sent to the State or Provincial Conference Secretary.

(4) Notice of appeal to the IU Executive Board or to an International Convention or General Board Meeting shall be sent to the IU Secretary-Treasurer. If an adverse decision of the IU Executive Board or the Board of Trials and Appeals is rendered less than sixty (60) days prior to the Convention or General Board Meeting, notice of appeal must be sent as soon thereafter as is reasonably possible.

D. (1) The record on appeal shall consist of a copy of the charges as filed, a copy of the notice of hearing, any minutes taken, any transcript made, any documents submitted, a copy of the trial body report and notice of decision, and copies of any appellate reports and notices of decision.

(2) When an appeal is filed, the Secretary of the State or Provincial Conference or the IU Executive Board, as the case may be, shall obtain from the body from which appeal is taken a complete record.

E. (1) After notice of appeal is filed, the Secretary of the State or Provincial Conference or IU Executive Board, as the case may be, shall notify the parties as to which appellate body will hear the case, and shall inform the parties that they may file written presentations of their positions within a reasonable set time.

(2) The appellate body may in its discretion provide for a retrial of any or all issues, or for presentations in person. If so, the parties shall be notified and given an appearance date not less than fifteen (15) days from the date of notice. However, if the appeal is to an IU Convention or General Board Meeting, the foregoing time limitation will not apply.

F. Section 2, C (excuse and challenge), E (representation), F (appearances), G (presentation), H (evidence), I (verdict), and J (consequences of order and stays), shall apply to the

appellate proceedings as appropriate, substituting "appellate body" where "trial body" appears in those Sections and "appeal" for "trial," except that decision on appeal shall be based on the trial record as supplemented by any evidence any appellate body agrees to hear on appeal.

4. *IU EXECUTIVE BOARD RULINGS*:

A. Any member or affiliate of the International Union may apply to the IU Executive Board at any time for a determination of its rights and responsibilities under the IU Constitution and any Codes, rules or orders promulgated thereunder. Such a request may be filed before or after a disputed action has occurred. It shall be filed in writing with the IU Executive Board, shall be headed "Request for an IU Executive Board Ruling," and shall state with particularity the question of law the member or affiliate seeks a decision upon, the facts of any dispute which has arisen or is likely to arise, if any, the parties involved, and any proceeding concerning the issue which is pending. However, the Board may in its discretion treat as a Request for an IU Executive Board Ruling any request, in whatever form, for a decision by the Board, if the Board requires the parties to provide the foregoing information, notifies the parties that it will treat the request as a Request for an IU Executive Board Ruling, and then follows the procedure herein.

B. The IU Executive Board may in its discretion entertain such requests for a ruling. If it determines not to entertain the request, it shall so notify the filing party. If it determines to entertain the request, it shall notify all interested parties. Such parties may, within time limits set by the Board, file written statements on the question to be decided. The Board may, in its discretion, stay any pending proceeding involving the question until it issues its Ruling.

C. The Board shall, after investigation and deliberation, issue a written Ruling on the question presented. Copies of the Ruling shall be provided to all parties who filed statements with the Board. The Ruling when issued shall be final and binding upon all participating parties on the issue decided in any pending or subsequent proceedings, except that the Ruling may be modified by the IU Executive Board, Convention or General Board in any proceeding concerning the same issue, if justice so requires.

5. *GENERAL MATTERS RELATING TO TRIALS AND APPEALS*:

A. In interpreting this Code, time periods shall be calculated as follows: the date of the act or event from which the designated period of time begins to run shall not be included; and the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday. Whenever notice or filing by a certain date is required by this Code, transmission of the document required, correctly addressed, by that date shall constitute compliance; whenever an act is required to be done by a certain date after a notice, delivery of the notice shall be the event from which the time period begins to run.

B. Whenever notice or filing is required to be made by registered or certified mail, a commercial delivery service comparable to US or Canadian registered or certified mail service in terms of accessibility and timely and reliable service and tracking may instead be used.

C. The IU Executive Board shall have the authority, upon showing of extenuating circumstances, to extend or waive failure to comply with any time limit contained in this Code.

D. The IU Executive Board shall have the authority to review, on motion of any Board member, any disciplinary decision of a Local Union or District Council Trial Committee or of any State or Provincial Conference, where an appeal was not timely taken, if it appears that the trial or appellate body plainly lacked jurisdiction under the IU Constitution to render the decision it issued.

E. The IU Executive Board may, in its discretion, on its own motion or the motion of any party, reconsider any decision rendered by it under this Code.

APPENDIX 6

CODE 8
Rules Governing Disputes Concerning Nomination and Election of Officers in Affiliates

1. *FILING PROTESTS WITH AFFILIATES*:

A. (1) Any member wishing to protest the qualifications of one or more nominees for office in an affiliate of which he/she is a member, any aspect of the conduct of nominations, or any other conduct relating to the election but occurring before the date of the election (hereafter "pre-election protest") shall first file the protest with the affiliate in the manner provided in the Constitution and By- Laws of that affiliate.

(2) If no pre-election protest is filed with the affiliate, no conduct, event or decision as to which such a protest could have been filed may be challenged after the election takes place.

B. Any member wishing to protest any aspect of the conduct of the election of officers occurring on the date of the election or thereafter (hereafter "election protest"), in an affiliate of which he/she is a member shall first file the protest with the affiliate in the manner provided in the Constitution and By-Laws of that affiliate.

2. *APPEALS AND PROTESTS TO THE INTERNATIONAL UNION*:

A. (1) Any member who has filed with an affiliate a timely pre-election or election protest, and any candidate adversely affected by an affiliate's decision on such a protest, shall have the right to file an appeal with the International Union from the decision of that affiliate.

(2) Appeals from the decision of affiliates on pre-election and election protests shall be in writing, shall be filed with the IU Secretary-Treasurer, and shall be mailed by registered or certified mail within five (5) days after receipt of the decision appealed from.

(3) If no decision on a pre-election protest concerning the qualifications of nominees is rendered by the affiliate within ten (10) days before the election is scheduled, the protest may be filed directly with the IU within two (2) days thereafter, in the same manner as provided for appeals.

(4) If no decision on any other pre-election or election protest is rendered by the affiliate within thirty (30) days after the election, the protest shall be filed directly with the IU within five (5) days thereafter, in the same manner as provided for appeals.

(5) The appeal or protest shall state clearly and specifically the grounds therefor, including any provisions of the IU Constitution or laws or the Constitution or laws of the affiliate relied upon, and shall be accompanied by a copy of the protest as filed with the affiliate and a copy of the affiliate's decision on the protest, if any, and, if the election has already occurred, by a copy of the official tally sheet or other report on votes cast for each candidate (which the Election Committee or Judge of the affiliate shall supply upon request).

B. The IU Secretary-Treasurer shall investigate, directly or by appointing any member to conduct the investigations, any appeals or protests filed, and shall submit his/her findings to the IU Executive Board.

C. The Board shall determine all appeals and protests properly presented to it, and shall provide the Election Committee or Judge of the affiliate and the member lodging the appeal or protest with written notice of its decision.

D. In passing on protests and appeals, the Board shall have the authority to provide a complete remedy including, without limitation, rescheduling nominations or elections, reinstating the original election results, or ordering the nomination or election rerun.

E. If no protest or appeal is filed with the IU pursuant to this section, the results of the election shall be final and may not be challenged thereafter.

F. If a rerun election is ordered upon a protest or appeal, the candidate with the highest vote total in the official tally for each office as to which a rerun is ordered shall serve in that office until the rerun election is completed.

3. *APPEALS FROM EXECUTIVE BOARD DECISIONS*:

A. Only if the decision of the Executive Board overturns the results of nominations or election by sustaining an original protest filed with the IU, or by overturning the affiliate's decision on a protest, may an appeal be filed with the IU Board of Trials and Appeals; otherwise, appeal may be only to the IU Convention or General Board Meeting, whichever is scheduled first.

B. (1) All appeals to the Board of Trials and Appeals must be in writing and must be filed with the IU Secretary-Treasurer within thirty (30) days after receipt of the Executive Board's decision.

(2) The Board of Trials and Appeals shall have the power to provide a complete remedy, including, without limitation, reinstating the original election results or ordering a rerun election.

(3) Where an appeal has been timely filed with the Board of Trials and Appeals, the order of the Executive Board shall remain in effect, unless and until it is reversed, except that upon receipt of the appeal, the Board of Trials and Appeals may suspend the Executive Board's order until the Board decision is rendered.

C. Any decision of the Executive Board on a protest or appeal filed under this Code maybe appealed to the IU Convention or General Board Meeting, whichever is scheduled first, whether or not appeal is taken to the Board of Trials and Appeals. Notice of such appeals shall be sent to the IU Secretary-Treasurer within thirty (30) days of the decision of the Executive Board or, if appeal is taken to the Board of Trials and Appeals, within thirty (30) days of its decision, except that if an adverse

decision of the IU Executive Board or Board of Trials and Appeals is rendered less than sixty (60) days before a Convention or General Board Meeting, notice of appeal must be sent as soon thereafter as is reasonably possible.

D. Sections 4 and 5 of Code 6, pertaining to Executive Board Rulings and general matters on Trials and Appeals, shall apply as well to protests and appeals under this Code.

APPENDIX 7

PROCEDURES FOR MAIL REFERENDUM

1. Preparation for Counting of Ballots.

A. The Election Committee shall prepare the official ballot in accordance with the procedures set forth in Article XI, Section 1 of this Constitution.

B. The Election Committee shall send a ballot, by first class mail, to each member at his/her last known home address not less than twenty (20) days prior to the date by which the ballots must be received in order to be counted.

C. The Election Committee shall obtain a post office box for receipt of completed ballots.

D. In addition to the ballot, the voting materials sent to the member shall include two (2) envelopes: a plain, unmarked envelope for the ballot when completed; and an outer envelope, pre-addressed in care of the Election Committee with the full address of the post office box to which completed ballots are to be mailed. Space shall be designated in the upper left-hand corner or other prominent place on the outer envelope for the member's name and IU member number, for purposes of verifying the member's eligibility to vote. A list of clear, simple instructions for completing and mailing the ballot shall be included in the mailing.

E. As they are returned by the voters, all ballots shall be kept unopened in their pre-addressed outer envelopes at the post office. No persons other than the members of the Election Committee shall be permitted access to the ballots.

F. Each candidate may designate in writing one observer, who must be a member in good standing of the Local Union. The Election Committee may allow more than one observer for each candidate, as long as each candidate is allowed an equal number of observers.

G. The Election Committee may appoint such other Election Clerks and Registrars, none of whom shall be a candidate or an observer, as it deems necessary for the proper conduct of the election.

H. The Election Committee, in cooperation with the President, shall prepare a membership voting register.

2. Qualifying the Voting Members.

A. The Election Committee shall keep a record of all ballots printed (or otherwise prepared), all ballots mailed out to the members, all ballots undeliverable as addressed, and all completed ballots returned by the voters.

B. On the date set for counting the ballots, the Election Committee shall retrieve the ballots from the post office box and shall bring them unopened to the place designated for counting the ballots.

C. Each voter shall be deemed eligible to vote in the presence of the observers, by comparing the name and IU member number on the outer envelope with the membership voting register. If a member has failed to include his/her name and member number on the outer envelope, or if the Election Committee determines that the member is not in good standing, his/her ballot shall be voided and set aside. A record shall be kept of all members who voted, including the number of ballots which were voided.

D. Observers shall have the right to challenge any member's vote. If a challenge is made, it shall be referred to the Election Committee which shall rule on the matter immediately.

E. If the ruling of the Election Committee is that the voter is eligible and this ruling is accepted by the observer making the challenge, the ballot shall be counted. If the ruling is not accepted by the observer, the unopened ballot shall be set aside as a challenged ballot, with the basis for the challenge written on the outer envelope.

F. If a member is determined ineligible to vote, the unopened ballot shall be set aside with the basis for disqualification written on the outer envelope.

G. The validity of the challenged ballots shall be resolved only if they could affect the outcome of the election.

3. Counting the Ballots.

A. Only the following persons may be in the counting area during the counting of ballots:

(1) The members of the Election Committee.

(2) Any clerks or registrars designated by the Election Committee.

(3) The President of the Local Union.

(4) Any duly designated observers.

(5) Nominees, during the counting of ballots.

B. After the Election Committee has qualified all voters, the inner sealed envelopes containing the ballots shall be removed from the outer envelopes, mixed together to assure the secrecy of the vote, then opened and counted by the Election Committee in the presence of the observers.

C. Inner envelopes not sealed when the outer envelopes are opened shall be sealed by the Election Committee in the presence of the observers, then added to the remaining ballots to be counted.

D. Ballots which identify the voter with the ballot, or from which the voter's choice cannot be ascertained, shall not be counted.

E. Challenged ballots shall be counted only where their number is sufficient to affect the outcome of the election. The Election Committee's decision shall be made only after an opportunity has been given to the challenger, if any, or any observer opposing a disqualification, to state his or her position.

F. The Election Committee shall complete and sign a final tally sheet, showing all the candidates and the final number of votes for each.

G. The results of the election shall then be posted.

H. All of the ballots cast, including any voided and challenged ballots, along with their double envelopes, the unused ballots, the tally sheet and the membership voting register shall be gathered and wrapped in a package. The package shall be sealed and signed by the Election Committee which shall surrender the package of sealed records to the President for his/her adequate safe-keeping for one (1) year.