

BYLAWS AND TRADE RULES

as Amended April 9, 2019



GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS LOCAL 188 of WESTERN WASHINGTON

Affiliated with
DISTRICT COUNCIL 5
International Union of Painters and Allied Trades
AFL-CIO

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BYLAWS AND TRADE RULES

GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS LOCAL UNION 188 of WESTERN WASHINGTON

Affiliated with
DISTRICT
COUNCIL 5
of the
INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO

PREAMBLE

Whereas; No employer of labor could hope for success in their business in a country where all of the workers and those dependent upon them lived in poverty and want; this applies to all branches of Industry.

Whereas; The aims of organized Labor is to elevate the standards of living for the worker as well as the employer by seeking a just wage for the workers which, in turn, will enable the employer to sell their product at a fair profit; the result would be peace and harmony for all classes and answers equitable the question, 'Am I my brother's keeper?'

Therefore; We, the members of this Local Union affiliated with District Council 5 and the International Union of Painters and Allied Trades, believing that organization and collective action is necessary to foster and adopt ways and means for the continuous improvement of the working conditions for them; to influence public opinion by peaceful and legal methods in favor of our organization and all organized labor generally; to promote, encourage and bring into existence satisfactory contractual relationships with employers in the industries from which the members are drawn; to advance and maintain better relations between our members and their employers; and to otherwise enrich the lives of our members and their families, all other working men and women and all mankind, do hereby formulate and adopt these Bylaws.

ARTICLE 1: BYLAWS

These Bylaws are subordinate to the provisions of the International Constitution of the International Union of Painters and Allied Trades (hereinafter called the "International Union") and the Bylaws of District Council 5. In the case of conflict between these Bylaws and the provisions of the International Constitution, the latter shall govern. In the case of conflict between these Bylaws and the District Council Bylaws, the latter shall govern.

ARTICLE 2: NAME

This organization, a subordinate body of the International Union and affiliated Local Union of District Council 5 and shall be known as Glaziers, Architectural Metal and Glassworkers Local Union 188.

ARTICLE 3: JURISDICTION

1. The territorial jurisdiction of this Local Union shall be as set forth in its Charter and as determined by the General Executive Board from time to time under Section 69(b) of the International Constitution, provided that the Local Union shall be guided within its jurisdiction by the directives of the District Council.
2. The work jurisdiction of this Local Union includes but is not limited by the following classifications: General glazing, beveling, silvering, art glass, general warehouse work, fabricating, assembling, installing and all other classifications as more fully appear in Section 6(d) of the International Constitution and as more fully appears in the current working agreements.

ARTICLE 4: OBJECTS

The objects of this Local Union shall be as set forth in the Preamble and Section 2 and 165 of the International Constitution.

ARTICLE 5: ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in the International Constitution and in policies adopted by the General Executive Board.

ARTICLE 6 OFFICERS AND BUSINESS REPRESENTATIVES

1. Eligibility to hold office shall be set forth in Sections 91(b) and 210 of the International Constitution.
2. Officers of this Local Union shall be as set forth in Section 185 of the International Constitution and their duties shall be as set forth in the following sections of the International Constitution:

- a. President: The duties of the President shall be as set forth in Sections 189-192.
 - b. Vice President: The duties of the Vice President shall be as set forth in Section 194.
 - c. Recording Secretary: The duties of the Recording Secretary shall be as set forth in Sections 195-197.
 - d. Financial Secretary: The duties of the Financial Secretary shall be as set forth in Sections 155(d), 198-202 and 211(d).
 - e. Treasurer: The duties of the Treasurer shall be as set forth in Section 203.
 - f. Trustees: The duties of the Trustees shall be as set forth in Sections 204-207.
 - g. Warden: The duties of the Warden shall be as set forth in Section 208.
3. When the District Council adopts the centralized Local Union dues, records and reporting plan outlined in Section 162 of the International Constitution, the following modifications will be in effect for dues collection, records and reporting and the Local Union officers' duties will be modified as outlined below:

Under the Dues Collection and Membership Reporting Plan adopted by Local Union 188 pursuant to Article 15.4 of the District Council 5 Bylaws, the Business Manager/Secretary-Treasurer of District Council 5 performs many of the functions of the Financial Secretary and Treasurer of Local Union 188. Therefore, the duties of the Financial Secretary and the Treasurer of Local Union 188 shall be as set forth in this Article.

Where the Financial Secretary receives dues payments from members (such as at Local Union meetings) they shall (i) transmit such payments to the Business Manager/Secretary-Treasurer of District Council 5 within five (5) days, (ii) provide the member with a temporary receipt, a copy of which shall be transmitted to the Business Manager/Secretary-Treasurer with the payment and a copy of which shall be retained by the Financial Secretary. Such temporary receipt shall indicate only the amount of funds received and shall not indicate the member's standing or through which calendar month dues are paid.

- a. The Financial Secretary shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of the District Council. At each membership meeting, the Financial Secretary shall deliver a report to the membership, which report shall include the following information:
 - (i) the gross receipts of the Local Union in the prior month,
 - (ii) the net receipts of the Local Union, along with the amounts of all per capita deductions made by the Business Manager/Secretary-Treasurer of District Council 5 and any other deductions,

- (iii) the overall membership of the Local Union, with the gain or loss in membership in the prior month noted,
 - (iv) the number and names of members on application and those initiated,
 - (v) the number and names of members suspended and reinstated, and
 - (vi) the names and number of clearance cards deposited and issued.
- b. The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council 5. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:
- (i) list all deposits made to the Local Union account, if any,
 - (ii) a copy of the Local Union cash disbursements journal, if applicable,
 - (iii) list of all payments from the District Council made on behalf of the Local Union, from the funds collected by the District Council for the Local Union.

Notwithstanding anything to the contrary in this Article, the Financial Secretary, the Treasurer and all other Local Union officers shall comply with all provisions of the Plan, as amended from time to time by the General Secretary-Treasurer.

The Financial Secretary shall perform the Financial Secretary duties outlined in Section 155(d) and 211(d) of the International Constitution from information provided the Financial Secretary by the Business Manager/Secretary-Treasurer of the District Council.

The Local Union shall use the IUPAT Integrated Membership Systems (IMSe) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records and member activity.

ARTICLE 7: DELEGATES

All delegates (other than delegates to the General Convention) shall be elected at the June elections in accordance with Article 11 of these Bylaws.

ARTICLE 8: EXECUTIVE BOARD

1. The Executive Board of this Local Union shall be as set forth in Section 185(c) of the International Constitution.

2. Duties of the Executive Board:
 - a. To enforce the laws of the Local Union between meetings.
 - b. To handle all matters delegated to the Executive Board by the members voting at regular or Special Called meetings.
 - c. To review all requests for donations, investigate the same and submit its findings and recommendations for membership action.
 - d. The Executive Board shall be vested with the authority of recommendation only, unless otherwise specifically authorized by the Local Union membership voting at a regular or special called meeting; provided, however, that during the interim between meetings it shall be authorized to act for the Local Union in cases of emergency, subject to review at the next regular meeting.
 - e. The Executive Board shall review these Bylaws and Trade Rules periodically and make recommendations for amendments to the Bylaws Committee and the Local Union.

**ARTICLE 9: COMPENSATION OF OFFICERS, DELEGATES,
 COMMITTEE MEMBERS AND SHOP STEWARDS**

1. Officers
 - a. President – Basic quarterly dues remitted.
 - b. Vice President – None.
 - c. Recording Secretary – Basic quarterly dues remitted.
 - d. Financial Secretary – Basic quarterly dues remitted.
 - e. Treasurer – None.
 - f. Trustees – None.
 - g. Warden – None.
 - h. At-large Executive Board Members – None.
2. Delegates
 - a. To District Council – Delegates to receive compensation as outlined in Article 18.7 of the District Council 5 Bylaws.

- b. To Central Bodies (if any) – Will be determined prior to nominations by a vote of the membership.
 - c. To Conventions – Conferences, etc. – (When not paid by District Council 5 or another Organization) If necessary to stay out of town for a meeting, Delegate will receive round trip air fare, single room hotel rate, fifty dollars per diem or reasonable expenses with receipts, including any parking and lost normal wages and normal fringe benefits. Reimbursement will be made after the Local has received copies of receipts.
3. Committee Members
- a. Special Boards or Committees – when called into a night session shall receive their dinner and lost normal wages and normal fringe benefits, if any.
 - b. Shop Stewards appointed by the Business Manager/Secretary Treasurer, or the BM/ST designee shall have their quarterly dues paid, provided they attend The Shop Steward Training Class, at least two Membership Meetings during the preceding quarter and have attended the quarterly Shop Steward meeting.
 - c. The Executive Board of Local Union 188 and their guests shall receive their dinner when called into a night session.

ARTICLE 10: BONDS

Officers of Local Unions shall be bonded in accordance with Section 59(b) and (c) of the International Constitution and as required by Law.

ARTICLE 11: ELECTIONS

- 1. Elections shall be held under the procedures and provisions as set forth in Sections 209-212 of the International Constitution.
- 2. The election of Local Union Officers and delegates to District Councils shall be held at the last meeting in June, and nominations for the same shall be held at the last meeting in May, as per Section 209(a) of the International Constitution. Delegates to the District Council shall be elected to a four (4) year term. Local Union officers shall be elected to a three (3) year term.
- 3. Delegates to the General Conventions of the International shall be elected as set forth in Section 28 of the International Constitution.

ARTICLE 12: VACANCIES

Vacancies occurring among the Officers shall be filled in accordance with Sections 215 through 216 of the International Constitution.

ARTICLE 13: DUES, FEES AND ASSESSMENTS

1. Dues:

a. Dues shall be as follows:

- (l) All Members (Regular/Apprentice/Industrial) shall pay equal to International Union Per Capita and Death Benefit plus Local Union 188 Death Fund Assessment per month. Dues shall be payable to the Local Union on a quarterly basis. Reminder notices are sent out to each member's last known address from Local Union 188's office quarterly.
- (i) Gold Members, as described per Section 99 of the International Constitution and Honorary Members of Local Union 188, all dues plus Local Union 188 Death Assessment, shall be payable quarterly out of Local Union 188's General Fund.
- (ii) The monthly dues for Employer Members shall be forty-four dollars (\$44.00) a month plus the Local Union 188 Death Assessment payable quarterly.
- (iii) In addition, each classification shall pay working check-off dues for each hour worked, which will be placed in Local Union 188's General Fund at the following rates:
 - \$0.05 per hour - Commercial Foremen w/OSHA 30, Commercial Foreman, Commercial Journey, and Residential Journey performing Commercial work.
 - \$0.04 per hour - Residential Journey and Commercial 5th thru 8th bracket Apprentices.
 - \$0.03 per hour - Auto Glass Journey, Grays harbor Journey, In Shop top Fabricator, Residential 4th thru 6th bracket Apprentices, and Commercial 1st thru 4th bracket Apprentices.
 - \$0.02 per hour - Residential 1st thru 3rd bracket Apprentices, Grays Harbor 1st thru 8th bracket Apprentices, In Shop Fabricator 1 thru 6, and Auto Glass helpers 1 thru 4.

(2) Dues shall increase by the amount of any increase in the per capita and Death Benefit payment due to the International Union and such increase shall be effective the date the increase in the payments due to the International Union becomes effective.

(3) A fee equal to the charge incurred by the Local will be assessed on all returned checks (NSF). After two (2) NSF checks within one year, personal checks will no longer be accepted. Payments will be cash, credit card, certified checks or money orders only.

b. The dues payment required by sub-section (a) includes the Death Benefit payment called for by Sections 17(b) and 18 of the International Constitution and the Rules and Regulations of the International Union's Death Benefit Fund. Accordingly, members not covered by the Death Benefit Fund pursuant to the foregoing provisions (example: members who are 60 years of age or over when initiated; or Life Members working at the trade who elected non-participation) will be required to pay the dues specified in sub- section (a) less the current Death Benefit Payment.

c. Quarterly working cards shall be obtained in accordance with Section 119 of the International Constitution. The working card system must be strictly enforced by all officers and members of this Local Union. All members must secure their working card by the twentieth day of the first month of the current quarter. A Working Card certifies that the holder is in good standing in this Local and is entitled to all rights, privileges and protection of the International while at work for the period specified thereon.

d. Administrative Processing Fees:

There shall be no initiation fees for membership in this Local Union. New members/candidates and apprentices shall be charged an Administrative Processing Fee (APF) in accordance with the provisions set forth in Sections 92 and 93 of the International Constitution.

e. Life Membership fees shall be in accordance with Section 98 of the IUPAT International Constitution.

2. Clearance Cards:

Clearance card fees and rules shall be as set forth in section 233-250 of the International Constitution.

3. Assessments and Funds:

a. Assessments can only be levied in accordance with Section 92 of the International Constitution.

- (1) In an effort to relieve the added expense of cancellation of Journey Upgrade Classes, this Local shall impose a fifty dollar (\$50.00) fee on members that fail to give notice to the Glaziers, Architectural Metal & Glassworkers Joint Apprenticeship and Training Committee (JATC) of withdrawing from a scheduled Journey Upgrade course as outlined in the JATC Guidelines for Journey Upgrade. The fifty dollars (\$50.00) will be held in the Local Union 188 General Fund and on a quarterly basis any fees accumulated will be donated to the JATC. In the event that a member wishes to dispute a fee that was imposed upon him or her, they must make a request to the Local Executive Board, in writing, for the fee to be waived. The Executive Board will make a recommendation to the membership and the membership will vote on the waiving of the fee.
- (2) Death Benefit Fund: The benefits and rules are outlined in the Local Union 188 Death Fund Rules and Procedures, which can only be amended by majority vote of the membership at a Special Called meeting. The Death Benefit Fund was established by a Special Called meeting February 9, 2000 by Local Union 188 with a deposit of \$25,000.00 from the General Fund and is funded by a \$10.00 Death Assessment for each new member and a \$2.50 monthly assessment to be billed with the quarterly dues to be maintained in a separate account known as Local Union 188 Death Fund and shall be administered by District Council 5.
- (3) Membership, Accident, Sickness and Hardship Fund (M.A.S.H.): All members in good standing are eligible to participate in the M.A.S.H. Fund. The benefits and rules are outlined in the M.A.S.H. Programs Rules and Procedures, which can only be amended by majority vote of the membership at a Special Called meeting. The M.A.S.H. Fund was established by Special Called meeting March 8, 2006 by Local Union 188 with a deposit of \$10,000.00 from the Defense Fund and is funded by Administrative Processing Funds not already designated, which will be maintained in a separate account known as the Local Union 188 M.A.S.H. Fund, and shall be administered by District Council 5.
- (4) Members will further be assessed \$0.15 per hour to be allocated to the Market Recovery Program (MRP). The MRP shall be operated and governed in accordance with the MRP rules and procedures adopted by the Local. The funds are and shall be administered by District Council 5.
- (5) Organizational Fund: Local Union 188 has created and funded a program to be known as the Organizational Fund. The Organizational Fund was established at a Special Called meeting on August 12, 2009. The fund will be governed by the Organizational Fund's Rules and Procedures, which can only be amended by majority vote of the membership at a Special Called meeting.

The fund will be used for internal and external organizing activities. The program will be funded by the payment of a special hourly assessment of \$0.14 per hour of all Journeyman and Apprentice Commercial Glaziers, voted on by secret ballot. The amount of assessment shall be added to the current dues and maintained in a separate account known as Local Union 188 Organizational Fund, and shall be administered by District Council 5.

- b. International Union Death Benefit Fund. The International Unions Death Benefit Fund is governed by Section 287-289 of the International Constitution and the rules and regulations of the fund. Members should refer to the pamphlet “Rules and Regulations covering the Death Benefit Fund and the former Death and Disability Fund.”
- c. All monies due the International Union for per capita tax, Administrative Processing Fees or application fees, Death Benefit Fund payments, reinstatements, clearance card fees, life membership fees and supplies shall be forwarded to the General Secretary-Treasurer immediately after the close of the month, along with required reports. Remittances must be made by express or post office money order, check or bank draft payable to the IUPAT.
- d. Should a majority of the Trustees doubt the accuracy of any bill from the General Secretary-Treasurer, the Local Union shall pay the same under protest and such protest shall be the first business taken up by the General Executive Board at their next meeting.
- e. Each month the Local Union shall hold in its treasury, as a standing appropriation to be forwarded to the General Secretary-Treasurer, a sum equivalent to its monthly per capita tax, Death Benefit Fund obligations, IUPAT Local Union and District Council Pension Fund payments and all other payments that must be made to the International Union as required by Section 177 of the International Constitution. Such required payments shall be made prior to allowing other expenditures.
- f. The funds and property of a Local Union may only be used for such purposes as specified in the International Constitution, the District Council Bylaws, these Bylaws, and as approved by a majority of the Local Union Members present at a meeting at which the question is presented. Recurring and fixed expenses may be authorized by a single vote of the membership. Local Unions shall not make any non-per capita tax expenditures in excess of \$5,000.00 without prior written approval of the District Council Business Manager/Secretary-Treasurer.
- g. On no consideration shall money from the Local Union Treasury be loaned or donated to members (strike, lockout and regularly established sick benefits excepted), provided that the Local Union may levy an assessment upon the membership to provide funds to relieve distress among members totally disabled from earning a living on account of injuries or sickness incurred while working at

the trade. Before any such assessment is levied (1) all members shall be notified by mail that the proposed assessment will be considered at the next meeting and, (2) the majority of the members present and voting must approve the assessment in a secret ballot vote.

ARTICLE 14: MEETINGS

1. Regular Meetings: The regular meetings of this Local Union shall be held on the second Wednesday of each month. Meetings will be called to order promptly at 6:00 p.m.
2. Special Meetings: Special meetings of this Local Union may be called by the President as he or she deems necessary. Special meetings shall also be called as required by Section 191 of the International Constitution.
3. Quorum: A quorum for a membership meeting shall consist of seven (7) members, provided that five (5) members shall constitute a quorum if the Local Union's membership is fewer than twenty-five (25) members.
4. Members' Rights: Members in attendance at meetings shall have the right to express their views, arguments or opinions upon any business properly presented before the meeting, subject to these Bylaws and the rules and regulations adopted by the Local Union pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his or her responsibility to the organization as an institution or engage in or advocate any conduct that would interfere in the Local Union's performance of its legal or contractual obligations or conduct him or herself in an unruly or boisterous manner.
5. Recording Devices: No member shall be permitted to use recording devices and/or cell phones during any portion of any meeting in the Local Union. No member shall be permitted to use computers or mobile devices during any portion of any meeting in the Local Union without permission of the Local Executive Board.

ARTICLE 15 COMMITTEES

1. Bylaws Committee: There shall be a standing Bylaws Committee whose duties and functions shall be as set forth in Section 169(b) of the International Constitution.
2. New: Shop Stewards Committee: The Shop Stewards Committee shall be governed by Article 20 of the District Council 5 Bylaws. The Local will have a standing Shop Stewards Committee consisting of members in good standing that have been appointed by the Business Manager/Secretary Treasurer or the BM/ST's designee. Each Steward will be required to fill out and turn in a weekly Steward report. Each quarter appointed Shop Stewards will meet to report and discuss contractual issues, potential violations of the IUPAT Constitution, potential violations of the District Council Bylaws, or Local Bylaws,

workload predictions, safety concerns and jurisdiction. The quarterly Meeting will be run by the appointed Head Shop Steward.

3. The Head Shop Steward shall be responsible for: Maintaining order and decorum during the meeting, keeping attendance records for both the Quarterly Stewards Meetings and the Shop Stewards at the monthly Union Meetings, insuring accurate minutes are taken, collecting and filing weekly reports, ordering dinner, coordinating special events requiring Steward participation, and any other duties assigned by the BM/ST.

ARTICLE 16: CONTRACTORS

1. An employer is one who, in relation to any corporation, company, partnership, firm or other business entity, is a substantial owner, partner, officer, director, incorporator, managerial employee, supervisor (as defined by the National Labor Relations Act or Provincial law) or in permanent, policy-making position.
2.
 - a. Employers shall be eligible for membership, but they must comply with the trade rules and working conditions of the locality in which the work is performed, must, insofar as it is consistent with applicable federal and state, provincial and/or territorial laws, hire only members of this International Union, and must pay themselves and all their employees the wages and benefits established by the applicable area collective bargaining agreement.
 - b. No Employer shall be eligible or permitted to hold office, serve on an Executive Board, act as delegate, vote on any question pertaining to hours, wages, benefits or conditions of employment, vote at elections of officers, delegates or attend meetings at which contract proposals are discussed or voted on or at which the nomination or election is held for any elected position.
 - c. An employer member of this organization shall not be allowed to work in any shop other than his/her own except by special permission from this Local Union.

ARTICLE 17: MEMBERSHIP

1. An applicant is considered a member when the applicant meets all the requirements as set forth in the International Constitution.
2. A member may lose his or her good standing in the organization by suspension or expulsion or other disqualification for membership, after appropriate proceedings consistent with the provisions of the International Constitution or by non-payment of dues as provided in Sections 116-117 of the International Constitution.

A member who loses his or her good standing status because of his or her failure to pay dues or other obligations as required by the International Constitution and these Bylaws, but who has not been expelled from membership, may reinstate his or her good standing for the purpose of attending Local Union meetings and voting at elections, by paying all delinquent dues and other financial obligations prior to such meeting and election as provided in Section 118 of the International Constitution. Expelled members may be reinstated only in accordance with Section 276 of the International Constitution.

Quarterly dues payments must be made on or before the 20th day of the first month of the quarter to maintain good standing membership for the entire quarter period.

Resignation from membership is governed by Section 120 of the International Constitution.

3. Members' Responsibility:

- a. Every member by virtue of membership in this Local Union is obligated to adhere to and follow the terms of these Bylaws, the District Council Bylaws and the International Constitution with respect to rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of other members.
- b. Every member authorizes the District Council to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment and to act for the member and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of the member's employment with such employer in such manner as it deems within its discretion to be in the best interests of the District Council. The District Council and its officers and agents may decline to process any such grievance, complaint, difficulty or dispute, if in their sole discretion and judgment, such grievance, complaint or dispute lacks merit or that such action would not be in the best interests of the District Council.
- c. No member shall interfere with the elected officers or representatives of the International Union, District Council or this Local Union in the performance of their duties. Each member shall, when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with their individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the International Union, District Council or Local Union's performance of its legal or contractual obligations.

- d. Every member shall be required to assist the International Union, the District Council and this Local Union, as well as their officers and representatives, by engaging in picketing, hand billing, salting and other organizing activities and attending education and training as directed by the International Union, the District Council or Local Union officers. No charges shall be filed or processed against any member for his or her decision to accept employment with an approved, targeted non-signatory employer for the purpose of organizing.
- e. All new members of this Local Union shall attend a new member orientation class offered by the District Council within ninety (90) days of being initiated.

ARTICLE 18: GENERAL AND TRADE RULES

- 1. It shall be the duty of all members to recognize any primary picket line.
- 2. No member shall be allowed to work with other than members that are in good standing on any classification of glasswork.
- 3. Any member, working with non-union workers of this craft who fails to report same to the Union office or Business Representatives, after the first day, shall be subject to charges.
- 4. Only such glass and glazing contractors, firms, persons or corporations who have all necessary Contractors' Licenses and who carry State Workman's Compensation Insurance and who have a signed collective bargaining agreement with District Council 5, will be recognized by the Union as a 'fair employer.' All members of Local Union 188 shall work only for such contractors as are considered 'fair' by Local Union 188, unless covered by a salting agreement.
- 5. No member shall in any manner abuse a District Council 5 employee.

ARTICLE 19: CHARGES AND TRIALS

- 1. All charges preferred by members of this Local Union shall be referred to the District Council Trial Board for disposition and shall be processed in accordance with the International Constitution.

ARTICLE 20: EXHAUSTION OF REMEDIES

No member or officer shall resort to any court or agency until all forms of relief and avenues of appeal, as provided by the International Constitution, have been exhausted, unless otherwise provided by statutory law.

ARTICLE 21: PROPERTY

1. The funds and property of the Local Union shall be governed by Sections 179-181 of the International Constitution.
2. No property of the Local Union and no property in the possession, custody or control of this Local Union or any of its officers or employees and no property held in trust, express or implied, which was created or established by this Local Union and whose primary purpose is to provide benefit for the members of the Local Union or their beneficiaries, shall be given, contributed or donated, either directly or indirectly, to aid or assist, or be expended in behalf of, any seceding, dual or antagonistic labor organization, nor to any Local Union which is in violation of the International Constitution.

ARTICLE 22: AGENCY

Neither this Local Union, nor any of its officers or employees, has any power to make any representation, contract or agreement, nor to incur any liability, which shall be binding upon the International Union without the written consent of the General President or his/her designee. Neither this Local Union, nor any of its officers or employees has been authorized or empowered to act as agent of the International Union and shall not be deemed an agent of the International Union unless expressly authorized in writing by the General President or his/her designee to act in that capacity.

ARTICLE 23: AMENDMENTS

Any amendment to these Bylaws shall be done in accordance with the procedure set forth in Section 169 of the International Constitution.

ARTICLE 24: STANDING RULES FOR UNION MEETINGS

Rules for the conduct of Local Union meetings are contained in the “Order of Business for Local Unions” and in “Parliamentary Rules and Ritual” set forth in the International Constitution.

ARTICLE 25: INTERNATIONAL UNION CONSTITUTION

The Local Union acknowledges that the International Constitution supersedes any provisions of these Bylaws which are inconsistent with such Constitution. The Local Union further acknowledges that the Bylaws of the District Council shall govern and supersede these Bylaws to the extent that any provisions set forth herein are inconsistent with such Bylaws.

ARTICLE 26: SAVING CLAUSE

1. The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution, the District Council Bylaws and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

2. If any provision of these Bylaws shall be declared invalid or inoperative, by a competent authority of the executive, judicial or administrative branch of the federal or state government, the Local Union Executive Board, subject to approval of the Local Union, shall have the authority to suspend the operation of such provisions during the period of its invalidity and to substitute in its place instead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any article or section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

GLAZIERS, ARCHITECTURAL METAL

AND

GLASSWORKERS LOCAL 188

*Rules and Procedures
covering the*

DEATH FUND

M.A.S.H. FUND MARKET

RECOVERY FUND

ORGANIZATIONAL FUND

Affiliated with
DISTRICT
COUNCIL 5
of the
INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO

APPENDIX I

Glaziers, Architectural
Metal and Glassworkers
Local 188

Rules and Procedures covering the Death Benefit Fund

The Local Union 188 Death Benefit Fund was established at a Special Called meeting on February 9, 2000. The purpose of this fund is to provide a benefit for all members upon the death of the member. The Fund was initially funded from the Local transferring twenty five thousand dollars (\$25,000) from the Local Union 188 General Fund. The fund will be sustained by a ten dollar (\$10.00) assessment to all classifications from the Administrative Processing fee upon a member joining Local Union 188. It shall further be funded by a \$2.50 monthly assessment to be billed to all classifications with the quarterly dues. Any increases or decreases in the assessment must be done pursuant to Section 17-B of the International Constitution.

1. **Benefit and Coverage:** Effective February 9, 2000, the Death Benefit Fund will provide a benefit upon death of \$3,000 for every member in good standing. A “member in good standing” means a member who has not been suspended under Section 116 of the International Constitution or dropped under Section 117 of the International Constitution. If a member is suspended, the member shall be entitled to no benefits for death occurring in the first month of the suspension or thereafter. However, if the member reinstates themselves pursuant to Section 118 of the International Constitution and Article 13 1a(1) of the Local Union 188 Bylaws, their benefits will resume in the month of their reinstatement. If a member is dropped under Section 117 of the International Constitution, they shall not be eligible to the death benefit until they reinstate under that Section.
2. **Administration and Cost:** The administration and cost of the Death Fund will be borne by the assessment as set forth in Article 13 3a (3) of the Local Union 188 Bylaws.
3. **Eligibility:** All members are eligible for the benefit holding a designation of “in good standing” at the time of their death. The term “member in good standing” is defined in Rule 1.

Beneficiaries: The beneficiary named on the last completed International Union beneficiary card shall be the legal beneficiary. When a new beneficiary is desired, a new card must be filled out. The card must be dated and signed by the Financial Secretary or Business Representative as witness.

When a member dies without naming his or her beneficiary, surviving relatives shall be entitled to the benefits in the following order: Spouse, Children, Parents, Brothers or Sisters. In situations where one of the above listed persons or other persons provide the Local Union with a receipt signed by said person showing proof that they paid deceased members funeral expenses, the Death Benefit shall be paid to that person or persons.

In the event that the beneficiary is a minor, the union may act as guardian, curator or trustee of the deceased member's minor beneficiary, if no legal guardian exists, to complete the payment of the benefit.

In no instance shall a divorcee receive payment of deceased members Death Benefit, in that situation the benefits shall then be paid as though no beneficiary had been named.

If it is determined by a court of competent jurisdiction that the named beneficiary causes the death of the member with felonious intent, the benefit shall not be paid to the said beneficiary. The benefits shall then be paid as though no beneficiary had been named.

4. Payment of Claims: When a death occurs, the person applying for the benefit shall notify Local Union 188. The following shall be submitted to Local Union 188: A certified copy of the official death and burial certificate issued by the proper authority; the member's beneficiary card and the International Union's death claim form on which all blank spaces on the face of the claim bank have been filled in. All Death Benefit claims shall be approved by the Business Representative prior to payments being made, if it is not clear on how to handle the claim, the matter will be referred to the Local Executive Board. For Industrial members, the benefit will be paid immediately upon receipt of the items listed above by the Local Union. For Regular/Apprentice/Retired members, the benefit will be paid immediately upon receipt of the items listed above and the International Union's Death Benefit is received by the Local Union. If there is any doubt to any part of the Death Benefit claim, the Executive Board will consider and review all information that is provided by the beneficiary and any evidence on file at the Local Union to determine eligibility. This determination shall be final.
5. Rejection of claims: No claim shall be considered of which notice has not been received by the Local Union within ninety (90) days after the date of death, unless satisfactory excuse for delay is furnished to the Local Executive Board.

APPENDIX II

Glaziers, Architectural
Metal and Glassworkers
Local 188

Rules and Procedures covering the M.A.S.H. Program (Membership, Accident, Sickness and Hardship Fund)

In an effort to assist our fellow members in times of need, Glaziers, Architectural Metal and Glass Workers Local Union 188 will create and fund a program to be known as the Membership, Accident, Sickness and Hardship Fund (M.A.S.H.). This program will be created consisting exclusively of assessments made by Local Union 188 membership to be used to pay or assist in the following situations:

1. Paying for remembrance recognition of deceased members.
2. Paying for out of work member's quarterly dues.
3. Assisting out of work members with food during holidays.
4. Assisting out of work member's families with Christmas gifts.
5. Assisting members that are out of work due to illness with medical insurance payments (COBRA).

The Executive Board of Local Union 188 shall review requests and make recommendations to the membership, based on the following guidelines:

1. Members must be in good standing.
2. Members must make requests for assistance in writing which includes the circumstances the request is being made.
3. The members must be eligible to receive funds based on the limits and rules outlined for this program.
4. The availability of funds at the time of the request.
5. The situation of the member at the time of the request.

The limits the fund may be used for each circumstance are as follows:

1. Remembrance Recognition: flowers or a donation to a charitable organization for deceased members at a maximum of \$125.00.
2. Dues Assistance Request: Members that are not working may have one-quarter of dues paid if request is received prior to the end of that quarter. Dues assistance shall be limited to a maximum of three quarters during any one-year period.
3. Food Request: Members that are not working may receive assistance in the form of food for Thanksgiving, Christmas and Labor Day at a maximum of \$125.00 per event.
4. Christmas Gift Request: Members that are not working may receive assistance in the form of gifts for member's children under the age of 16 at a maximum of \$75.00 per child.
5. Medical Insurance Request: Members that are unable to work due to illness and are paying for medical insurance (COBRA) may receive a maximum of \$100.00 per month for three months in any one-year period to help offset those costs.
6. Each year at the December's Union meeting, a tally of all retirees "in good standing" will be made and presented to the members for approval to give a maximum of fifty dollar (\$50.00) gift card from a union-friendly store to those retirees.

Additional limits or rules of the M.A.S.H. Program are as follows:

1. A member is ineligible for assistance if they are receiving unemployment benefits.
2. The maximum assistance a member can receive during a one-year period is \$1,100.00 dollars. The lifetime maximum shall be \$2,200.00.
3. For the good of the Union, a member that receives M.A.S.H. funds will be expected to help Local Union 188 with future organizing activities such as phone banks, picket lines, etc.

The initial funding of this program will be from the reallocation of \$10,000.00 from the Local Union 188 Defense Fund. Future funding of this program will come from the remaining Administration Processing Fees after all required costs are taken care of as outlined in Article 13 3(a)(4) of the Local Union 188 Bylaws.

A review of this program may be made by the Local Union 188 Executive Board every February. Any changes to this program, such as rule changes, funding procedures or the need to terminate, shall be by recommendation of the Local Union 188 Executive Board and the membership shall vote by secret ballot at a Special Called meeting. In the event the M.A.S.H. Fund is terminated, funding will immediately cease and all remaining assets of the fund will be placed in the Local Union 188 General Fund.

APPENDIX III

Glaziers, Architectural
Metal and Glassworkers
Local 188

Rules and Procedures covering the Market Recovery Program

The following shall be the terms and conditions of the Market Recovery Program:

1. IUPAT DC 5/Glaziers, Architectural Metal & Glassworkers Local Union 188 will send wage supplements to the contractor on a monthly basis in accordance with Market Recovery Program (hereafter referred to as MRP) policies and procedures. All wages on MRP funded jobs will be at full commercial journeyman scale as outlined in the Collective Bargaining Agreement or full Residential journeyman scale if the work is deemed to be residential by the union.
2. All employers wishing to participate in the Market Recovery Program are required to attend a seminar on the use of the program. After completion of the training, the contractor or their representative will acknowledge their understanding of the programs rules and requirements by signing Local Union 188's eligibility form. No contractor will be eligible to request use of the MRP without the original signed form on file in Local Union 188's office.
3. The MRP is designed to treat all Union contractors equally. The wage supplement to be provided on any MRP job is to be the same for all eligible contractors; no Union contractor is to have an advantage over another Union contractor when applying to use MRP funds.
4. The determination as to which projects are going to be included in the MRP and the amount of money to be granted for each specific project will be made solely by the Glaziers Local Union 188 Business Representative within the rules established by the Glaziers Local Union 188 Executive Board. The decision as to whether a job will be selected for MRP support shall be exclusively the Union's decision. The primary factors the Union will use are:
 - The number of Union versus non-union contractors
 - Size, location and man hours sought for the job
 - The amount of wage supplement needed
 - The amount of MRP funds available for wage supplements
 - If the procedures for using the Market Recovery Program were followed

5. In order to participate in the MRP, a contractor must be signatory to the Collective Bargaining Agreement of IUPAT DC 5/Glaziers Local Union 188. Also, in order to receive MRP funds, the contractor must be and remain current in its contributions to the Trust Funds listed in the Collective Bargaining Agreement. If the contractor becomes delinquent in benefit payments during the duration of the Market Recovery job, payments will be made directly to the benefit trust instead of the contractor in the amounts sufficient to make up the delinquency period.
6. The contractor agrees that all employees performing work on MRP jobs shall be members of Glaziers Local Union 188 and shall be hired and employed pursuant to the Collective Bargaining Agreement.
7. A contractor that has been granted MRP funds may not subcontract that work.
8. A contractor on a MRP job is only eligible to receive, at a maximum, wage supplements approved in the MRP Agreement. The hours listed in the request will be strictly adhered to. In the event the job exceeds the requested hours, the MRP fund will not pay for such hours. If the job is completed in less than the specified hours, the excess hours will revert back to the fund. If the contractor has change orders or extras on a project outside of the original bid, the contractor must bid the changes at regular rates without MRP funds unless approved in writing.
9. The contractor who submits the MRP Weekly Reimbursement Report is responsible for its accuracy. Any contractor who obtains, or seeks to obtain, any MRP funds by any false statement will be held both criminally and civilly liable to the fullest extent possible.
10. MRP funds shall be used to supplement the wages of job foreman covered by the Collective Bargaining Agreement and journeymen glaziers only. Apprentices shall not contribute to the MRP or be eligible to receive wage supplements from MRP fund. Owner member hours are not eligible to receive wage supplements.
11. If a contractor who is receiving MRP funds violates any MRP policy or procedure, the Union may, at its option, cease providing any further MRP funds.
12. It is the obligation of the contractor to contact the Union to determine whether MRP funds are available on a particular job.
13. MRP funds are not available on projects that by prior arrangements are to be done all union or with composite crews, unless the other craft has also funded the job with MRP.

14. When requesting MRP funds, the contractor must fill out the MRP Request form. The following information is required:
 - Job Name
 - Address
 - Bid Date and Time
 - General Contractor - Contact Name/phone number
 - Hours Bid
 - Approximate start date
 - Other Glazing Contractors bidding work, union and non-union
15. The information on all forms must be truthful and complete. All information will be kept confidential. Any willful misrepresentation of the facts about a job or bid will be grounds for immediate revocation of the grant and suspension of the contractor from use of the program. First offense: suspension for 1 year. Second offense: permanent suspension.
16. Requests for MRP funds must be made at least 48 hours before the bid time. Requests made prior to 11:00 a.m. will, if possible, be answered the same day.
17. When the union grants a request for Market Recovery Funds on a project, a FAX may be sent to the other participating contractors advising that the job is being funded. No dollar amount will be given. It is always the responsibility of the contractor to determine if a project has been funded.
18. In no case will MRP funds be available to a contractor who did not request them and provide the estimated hours prior to the bid.
19. When an employer that has requested MRP funds has been informed they did not win the bid, they will notify the union office with the name of the glazing contractor who was awarded the bid and the bid amounts as soon as possible.
20. The successful bidder on a MRP funded job must notify the Local Union office immediately upon being awarded a job by faxing the successful bid form and the date the bid was awarded the contract. The information needed of a successful bid is:
 - Job name
 - MRP Number
 - Address
 - Hours bid - Not to exceed estimated hours
 - General contractors name
 - Approximate starting date
 - Approximate completion date

21. The Union will send a confirmation to the employer upon receiving notification of a successfully bid job. It is important to retain a copy of this notice in the event that a problem arises in the future.
22. The contractor must notify Local Union 188 when they complete a MRP job. This may be done by writing "Complete" on the last timesheet to be turned in for that job or by faxing a notification.
23. All granted requests will expire 90 days from the date of issuance. No prior notification will be given. Extensions may be available by filling out a MRP "Grant Extension Request." All Grant Extensions will expire 90 days from the date of issuance. The Union will send a confirmation to the employer upon granting an Extension request. It is important to retain a copy of this notice in the event that a problem arises in the future.
24. Local Union 188 reserves the right to add to, alter, amend, modify or withdraw the operating rules of their MRP at any time.
25. If you have any questions, please contact the Business Representative at the Local Union office, at (206) 957-1882 for further information.

APPENDIX IV

Glaziers, Architectural
Metal and Glassworkers
Local 188

Rules and Regulations covering the Organizational Fund

The Organizational Fund was established at a Special Called meeting on August 12, 2009. The fund will be governed by these Rules and Procedures, which can only be amended by majority vote of the membership at a Special Called meeting. The program will be funded by the payment of a special hourly assessment for all Journeyman and Apprentice Commercial Glaziers, voted on by secret ballot. The amount of assessment shall be added to the current dues check-off and maintained in a separate account known as Local Union 188 Organizational Fund. Effective March 10, 2010 the Organizational Fund will include the current Local Union 188 Strike Fund and the Defense Fund.

1. Utilization of Funds: The fund will be used for internal and external organizing activities such as, but not limited to, the following:
 - Wage supplement in the event of a labor dispute (Strike Pay).
 - To pay volunteer picketers for organizing activities.
 - To cover expenses incurred on internal Local Union 188 activities such as picnics, anniversary parties, etc.
 - Costs involved in major campaigns advertising the benefits of membership.
2. Approval for Usage: The fund may only be used after the following steps have been taken:
 - Proposals for usage of the fund will be reduced to writing and submitted to the Local Executive Board.
 - Notification of a Special Called meeting will be sent out to the membership at the address on file at the Local office. This notice must be sent fifteen (15) days prior to the meeting and must state the proposed usage of the fund.
 - The Local Executive Board will have the authority to modify the proposal and will make a recommendation to the membership.
 - The membership will vote on the proposal by secret ballot.