



BY-LAWS
OF
LOCAL UNION NO. 7
OF THE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS

2014 EDITION

PREAMBLE

This organization shall be known as Local Union No. 7 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. This Local Union is chartered by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and operates under the Constitution adopted by the International Association in Convention assembled. These By-Laws shall not be considered as superseding any provision of the Constitution of this International Association and any provision contained herein which may be in conflict with or a violation of any amendment to or revision hereinafter made in the Constitution of the International Association shall be considered null and void. The objects of this Local Union shall be:

- a) Promote, by all proper means, the material and intellectual welfare of its members and their families.
- b) Secure, by all legal and proper means, adequate wages, working conditions and opportunities of employment.
- c) Encourage its members to register and vote in the interest of obtaining higher standards of citizenship and secure adequate legislation which will safeguard and promote the principles of free collective bargaining.

ARTICLE I MEETINGS

Section 1. Regular Meetings

(A) Regular meetings shall be held ten (10) or more times a year at intervals of not less than one (1) calendar month. Such regular meetings shall be held on the fourth (4th) Wednesday at 5:00 p.m. of each month, except if the fourth (4th) Wednesday of November is the night before Thanksgiving then the meeting is held on the third (3rd) Wednesday of November or if Christmas or Christmas Eve falls on the fourth (4th) Wednesday of December. The day on which the regular meeting is held, as stated above, shall not be changed except by the adoption of an Amendment to these By-Laws, as provided for in Article XII hereof. Only members of the Union who are in good standing (not more than one (1) month in arrears with payment of dues and/or assessments) shall be permitted to attend any meeting of this Local Union.

(B) One Hundred (100) members in good standing shall constitute a quorum, and all business transacted by them shall be legal. However, upon approval of the General Executive Board, the number of members necessary to constitute a quorum can be waived.

(C) As an incentive to attend the meetings, a drawing will be held at the end of each monthly meeting. One name will be drawn, and if that member is in attendance in the hall, he or she will have their dues paid for one year by the Local Union.

(D) The regular meeting shall be conducted in accordance with the applicable provisions of the International Constitution and the "Rules of Order" set forth therein, and the following additional Rules shall be enforced:

- 1) No member shall be admitted to the Local Union meeting hall during the opening exercises, the reading of the Minutes, or during Initiation of Candidates.
- 2) It shall be the responsibility of every member to refrain from any action which would interfere the orderly conduct of the meeting of the Local Union and members who conduct themselves in a disorderly manner or who, while intoxicated, enter the meeting hall during a meeting, or who use indecent or profane language during a meeting, or otherwise cause a disturbance in a meeting, shall be requested to leave the meeting hall; and should such member refuse to leave, he shall be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution. If found guilty, such member shall be fined not less than twenty-five dollars (\$25.00).
- 3) Members shall be required to present their membership card and dues receipt to the Sergeant-at-Arms for admittance to regular or special meetings.
- 4) A notified meeting notice is required two (2) months prior to an increase in current wages.

Section 2. Special Meetings.

Special Meetings may be called by the President or Executive Committee. Not less than fifteen (15) days' notice of the date, hour, and purpose of the Special Meeting shall be mailed to each member at their last-known home address and no business shall be transacted at a Special Meeting except that for which the meeting is called. Special Meetings shall be approved by the General Executive Board of the International Association.

Section 3. Executive Committee Meetings.

(A) The meetings of the Executive Committee shall be held in accordance with the provisions of Article XXVI, Section 11 of the International Constitution; however, Special Meetings of the Executive Committee shall be held when directed by the Local Union President.

(B) The meeting of the Executive Committee shall be held on the second (2nd) Tuesday and the fourth (4th) Monday of each month at 5:00 p.m.

Section 4. Examining Committee Meetings.

(A) Examining Committee Meetings shall be held, when directed by the Local Union's President, to carry out the functions of the Examining Committee as provided in Article XXVI, Section 8 of the International Constitution.

(B) The meeting of the Examining Committee shall be held the second (2nd) Tuesday and the fourth (4th) Monday of each month at 5:00 p.m.

Section 5.

Special Meetings of the Executive and Examining Committees shall be held when directed by the Local Union President.

Section 6.

All absentees on the Executive and Examining Committees will be filled by the President. The majority of all regular meetings of the Executive and Examining Committees will constitute a quorum.

Section 7.

Three (3) months prior to the Health and Welfare/Pension meeting, the members of Local Union No. 7 will be notified so that they can give the trustees of the fund their input regarding the needs and changes to better the Health and Welfare/ Pension.

ARTICLE II
REVENUE

Section 1. Dues.

(A) The regular monthly dues for Journeyman members of this Local Union shall be thirty-six dollars (\$36.00) per month.

(B) The regular monthly dues for Apprentice members of this Local Union shall be five dollars (\$5.00) below a journeyman's dues or thirty-one dollars (\$31.00) per month.

(C) A working assessment of 3.85% of the Journeyman Ironworker's total package for every hour paid will be remitted to Local Union No. 7 by everyone who works in the jurisdiction of Local Union No. 7.

(D) All dues, assessments and fines are due and payable on the first day of each month and must be paid in full by the end of the same month in order for the member to be in continuous good standing.

(E) Only members who are in good standing (not more than one (1) month in arrears) shall be permitted to attend regular or special meetings.

(F) The annual financial report will be presented at the September regular meeting. If the budget of Local Union No. 7 is not in balance the Financial Secretary-Treasurer, Business Manager, Board of Trustees, and Executive Committee will present to the membership cost cutting measures and the dues structure will revert back to its original form of: current wage rate X 2% plus \$.05 for the Business Agent/Industry Analyst(s).

Section 2. Initiation and Reinstatement Fees.

The Initiation and Reinstatement Fees of this Local Union shall be as provided in the International Constitution.

Section 3. Change of Monthly Dues.

(A) The monthly Dues, as provided for herein, shall not be changed except by the adoption of written Resolution, which must be read at three (3) consecutive meetings of the Local Union, and if the Resolution receives a majority vote, by secret ballot, of all members present at the third consecutive meeting, and if such Resolution is approved by the General Executive Board of the International, such Resolution shall be considered an Amendment to these By-Laws. Not less than fifteen (15) days advance notice of the intent to vote on any such Resolution shall be mailed to each member at their last known home address.

(B) When the action of the delegates in session at a regular convention of this International Association vote in a majority to adopt the motion to increase the International per capita tax and/or International assessments, then the monthly dues of this Local Union will automatically be increased the amount or amounts adopted by the convention delegates.

Section 4. METAL BUILDING AGREEMENT. MEMBERSHIP AND DUES.

With the advice and consent of the President, the Business Manager may bind the Local to become signatory to a Metal Buildings Agreement ("MBA") established by the Local or in cooperation with other Locals in New England. There is hereby established an MBA membership. MBA members may be required to contract with the Local on terms the Business Manager from time to time deems prudent. MBA members shall pay the same monthly dues and fees, except an MBA member working under the terms and conditions of an MBA shall pay fifty (50) cents per hour a a working dues assessment for any work covered by the MBA and shall not pay any other working dues assessment for engaging in such MBA work.

ARTICLE III NOMINATION – ELECTION – TERM OF OFFICE – INSTALLATION – DUTIES - BONDING

Section 1. Nominations.

(A) Officers of the Local Union shall be as follows: President, Vice President, Business Manager, Financial Secretary-Treasurer, three (3) slotted Business Agents (Boston West, Boston South, Boston North, four (4) Slotted Business Agent/ Industry Analysts (1. Worcester, 2. Springfield/Southern Vermont, 3. New Hampshire/Northern Vermont, and 4. Maine), two (2) Business Agent/Industry Analysts, Recording Secretary, three (3) Examining Committee, Sergeant-at-Arms, Conductor, five (5) Executive Committee and three (3) Trustees. Only members who fulfill the eligibility requirements set forth in the International Constitution shall be eligible to be a candidate for any office in the Local Union, or serve as Judge of Election, or hold any office in the Local Union, or represent the Local Union as a Delegate to any affiliated body.

(B) Nomination of Officers shall be conducted during the first regular meeting held in the month of May once each three (3) years. Not less than fifteen (15) days advance notice of such nomination shall be mailed to each member at their last known home address.

(C) Following the conclusion of the nomination of Officers, at least three (3) but not more than five (5) Judges of Election shall be elected, none of whom shall be a candidate for any office. Those elected as "Judges of Election" shall conduct the election in accordance with the provisions of Article XXVI, Section 15 of the International Constitution. The name of a candidate for office in Ironworkers Local Union No. 7 shall be placed on the ballot in the order they are drawn by the candidates. The drawing shall be under the supervision of the Judges of Election and should be held as soon as possible after nominations.

(D) Pursuant to Article XXVI, Section 15 of the International Constitution, a schedule containing the names and membership numbers of those nominated and the office which nominated, as well as the names and membership numbers of those elected as "Judges of Election", shall be sent to the General Secretary of the International Association.

(E) Questions concerning eligibility to hold office must be submitted to the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, whose decision shall be final and binding on the Local Union subject to the right to appeal pursuant to the provisions of the International Constitution.

Section 2. Elections.

(A) Election of Officers shall be by secret ballot and shall be conducted in accordance with the provisions of Article XXVI, Section 15 of the International Constitution. Such election shall be held on the third (3rd) Saturday in the month of June during the hours from 8:00 a.m. to 2:00 p.m., and the polling place shall be selected by the Judges of Election. Voting machines shall be mandatory.

(B) In case a "run-off election" is necessary, pursuant to the provisions of Article XXVI, Section 15 of the International Constitution such election shall be conducted by secret ballot and shall be held at the time provided for in the International Constitution. Voting machines will not be mandatory for a run-off election.

(C) All candidates for election as delegates to the International Convention will run for the office as a specific delegate, and the ballot shall be so designated as to list the office as Delegate # 1, Delegate #2, etc. An alternate delegate elected to attend the Convention and shall receive the same remuneration as regular delegates.

(D) Delegates to the International Convention will receive eight hundred dollars (\$800.00) from the Local Union. The alternate delegate will also receive eight hundred dollars (\$800.00).

(E) Not less than fifteen (15) days prior to the election or runoff election of officers, notice of such election shall be mailed to each member at his or her last-known home address. A sample ballot will be mailed to each member.

(F) The Ballots and all other records pertaining to the election shall be preserved by the Local Union for at least one (1) year.

(G) Within five (5) days following the election of officers, a copy of the ballot containing the number of votes cast for all candidates shall be sent to the General Secretary of the International Association.

Section 3. Term of Office - Installation - Duties - Bonding.

(A) All Officers shall be elected for a term of at least three (3) years, and each duly-elected Officer shall be obligated and assume the duties of such office during the first regular meeting immediately following the date the election is held. The installation of Officers shall be conducted by a Past President or an International Representative, if present - otherwise, the current President or Vice President shall officiate.

B) The duties of the Local Union Officers shall be those as provided for in Article XXVI of the International Constitution.

(C) Each Officer and each employee of the Local Union whose duties require that such individual be bonded, shall be bonded in accordance with the provisions of Article XXI, Section 20 of the International Constitution.

Section 4. Delegates to Iron Workers' District Council.

Delegates to the Iron Workers' District Council with which the Local Union is affiliated shall be elected, by secret ballot, at the regular election of Officers. The number of such Delegates shall be as provided for in the Constitution and By-Laws of such District Council, and three (3) of such Delegates shall, by virtue of their office, be the Business Manager and the two (2) Business Agents receiving the highest number of votes at the regular election of this Local Union.

Section 5. Duties of the Business Manager.

The duties of the Business Manager shall include, but not be limited to the following:

(A) The Business Manager will be the voting trustee to any and all Local Union No. 7 and Iron Workers District Council of New England Funds. The Business Manager will appoint any other trustees necessary, from the elected Business Agents at that time when the need arises for voting purposes.

(B) The Business Manager shall be an ex officio member of all Local Union No. 7 boards and/or committees.

(C) The Business Manager will have the final say on jurisdictional matters, regardless of the geographic area where it may originally arise.

(D) The Business Manager will set up and chair weekly meetings with the other full time salaried officers, apprising them of any problems which have arisen in other areas,

allowing them to work in a collective manner to come up with the best solution possible for the Local Union's interest.

(E) The Business Manager will have final say on temporary vacancies, insofar as whether or not they should be filled when the full time salaried officer's job description takes them out of town on union business. The Business Manager will also have the final say as to how many positions will be actually filled, should several or more officers be indisposed simultaneously.

(F) The Business Manager will be a delegate to every building trade's council in the geographic area of Local Union No. 7, as well as being the direct liaison between any City, State or County Authorities, such as, but not limited to the MBTA.

(G) The Business Manager will handle problems and supply contractors with employees, if the appropriate Business Agent is not available to do so.

(H) The Business Manager will oversee the entire operation of Local Union No. 7, formulating an overall plan, and implementing it in a manner which will best serve the rank-and-file members.

(I) The Business Manager will be the official spokesman for Local Union No. 7.

(J) The Business Manager will have final say on all internal matters which may arise.

(K) The Business Manager will report to the membership the current conditions of the Local Union at each regular monthly meeting.

Section 6. Duties of the Business Agent(s).

Local Union No. 7's Business Agents job description shall include, but not be limited to the following duties:

(A) The Business Agent(s) will appoint the stewards in their geographic areas.

(B) The Business Agent(s) will address any and all problems and/or situations which arise within their geographic areas and attempt to adjust same, reporting all pertinent facts to the Business Manager.

(C) The Business Agent(s) will supply signatory contractors with Iron Workers within their own geographic area when the need arises.

(D) The Business Agent(s) will attend weekly meetings, with all of the other full time, salaried officers, which will be chaired by the Business Manager.

(E) The Business Agent(s) will sit as an observing trustee for the Health & Welfare fund and on any committee to which he is appointed to by the Business Manager.

(F) The Business Agent(s) will sit on the Market Recovery Fund Committee and report any potential future "Market Recovery" projects to the Business Manager for input and a final decision.

(G) The Business Agent(s) will be a delegate and will attend any and all Building Trades Meetings which are relevant to their geographic area.

(H) The Business Agent(s) will assist the Business Agent/ Industry Analyst in organizing the non-union element within their geographic area.

(I) The Business Agent(s) will attend and be a voting member of the Executive Committee.

(J) The Business Agent(s) will recognize the Business Manager as the executive officer of Local Union No. 7 and will abide by any and all decisions of the Business Manager, carrying out all necessary requirements which result from these decisions.

(K) The Business Agent(s) will attend the regular monthly meetings, providing the membership with any and all pertinent facts which members may deem necessary.

(L) The geographic areas of the Business Agents is broken down into three (3) slotted areas, identified as Boston West, Boston South and Boston North. Candidates for Business Agent will run for the slotted position they choose. A candidate may not run for more than one position.

Boston West: A section of Boston clearly defined as follows: All work inside the boundaries of the west side of North Washington Street from Causeway Street to Sudbury Street and the north side of Sudbury Street to Congress Street. The west side of Congress Street south to the Fort Point Channel and any Central Artery/Tunnel contracts where the majority of said project is within the boundaries as described herein. Also, all of Cambridge, Watertown, Belmont, Arlington, Lexington, Burlington, Waltham, Wellesley, Needham, Medfield, Millis, Norfolk, Dover, Sherborn, Natick, Framingham, Newton, Sudbury, Wayland, Weston, Lincoln, Concord, Acton, Carlisle, Bedford, Billerica, Tewksbury, Lowell, Chelmsford, Dracut, Tyngsboro, Westford, Littleton, Groton, Dunstable, Pepperell, Winchester, Woburn, Wilmington and Somerville.

Boston South: A section of Boston clearly defined as follows: All work inside the boundaries of the Massachusetts Avenue Bridge in its entirety to Storrow Drive east to Arlington Street. The west side of Arlington Street to Herald Street. The south side of Herald Street to the Fort Point Channel. Also, all of Dorchester (Boston), Hyde Park (Boston), Jamaica Plain (Boston), Roxbury (Boston), Roslindale (Boston), South Boston (Boston), West Roxbury (Boston) and any Central Artery/Tunnel contracts where the majority of said project is within the boundaries as described herein. Also, all of Dedham, Westwood, Brookline, Walpole, Norwood, Milton, Quincy, Abington, Avon, Braintree, Bridgewater,

Brockton, Canton, Cohasset, Duxbury, East Bridgewater, Easton, Foxboro, Halifax, Hanover, Hanson, Hingham, Holbrook, Hull, Kingston, Marshfield, Mattapan, Norwell, Pembroke, Plymouth, Plympton, Randolph, Rockland, Roxbury, Scituate, Sharon, Stoughton, West Bridgewater, Weymouth and Whitman.

Boston North: A section of Boston clearly defined as follows: The Charlestown Bridge in its entirety. All work inside the boundaries of the east side of North Washington Street up to Sudbury Street. The south side of Sudbury Street to Congress Street. The east side of Congress Street from Sudbury Street south to the Fort Point Channel. Also, all of Charlestown (Boston), the North End (Boston), East Boston and Logan Airport (Boston) and any Central Artery/Tunnel contracts where the majority of said project is within the boundaries as described herein. Also, all of Deer Island, Methuen, Lawrence, Andover, North Andover, North Reading, Reading, Stoneham, Melrose, Malden, Medford, Everett, Chelsea, Winthrop, Revere, Saugus, Wakefield, Lynnfield, Middleton, Haverhill, Boxford, Peabody, Salem, Lynn, Nahant, Swampscott, Marblehead, Beverly, Danvers, Topsfield, Wenham, Manchester, Hamilton, Groveland, Georgetown, Merrimac, Amesbury, Salisbury, Newburyport, Newbury, Rowley, Ipswich, Essex, Gloucester, Rockport and West Newbury

Worcester: Ashburnham, Ashby, Ashland, Athol, Auburn, Ayer, Barre, Berlin, Bolton, Boxborough, Boylston & West Boylston, Brookfield - North Brookfield - West Brookfield & East Brookfield, Charlton, Douglas, Dudley, Fitchburg, Gardner, Grafton, Hardwick, Harvard, Holden, Holliston, Hopedale, Hopkinton, Hubbardston, Hudson, Lancaster, Leicester, Leominster, Lunenburg, Maynard, Marlborough, Medway, Mendon, Milford, Millbury, New Braintree, Northborough, Northbridge, Oakham, Orange, Oxford, Paxton, Petersham, Philipston, Princeton, Royalston, Rutland, Shirley, Shrewsbury, Southborough, Southbridge, Spencer, Sterling, Stow, Sturbridge, Templeton, Townsend, Upton, Uxbridge, Warren, Warwick, Webster, Westborough, Westminster, Winchendon, Worcester.

Springfield and Southern Vermont: Agawam, Amherst, Ashfield, Becket, Belchertown, Bernardston, Blandford, Brimfield, Buckland, Charlemont, Chester, Chesterfield, Chicopee, Colrain, Conway, Cummington, Deerfield, East Longmeadow, Easthampton, Erving, Gill, Goshen, Granville, Greenfield, Hadley, Hampden, Hatfield, Hawley, Heath, Hinsdale, Holland, Holyoke, Huntington, Lee, Leverett, Leyden, Longmeadow, Ludlow, Middlefield, Monson, Montague, Monterey, Montgomery, New Marlborough, New Salem, North Hampton, Northfield, Otis, Palmer, Pelham, Peru, Plainfield, Rowe, Russell, Sandisfield, Savoy, Sheffield, Shelbourne, Shutesbury, South Deerfield, South Hadley, Southampton, Southwick, Springfield, Sunderland, Tolland, Tyringham, Wales, Ware, Washington, Wendell, West Springfield, Westfield, Westhampton, Whatley, Wilbraham, Williamsburg, Windsor, Worthington. All Vermont cities and towns South of Route 4.

New Hampshire and Northern Vermont: All New Hampshire cities and towns. All Vermont cities and towns North of Route 4 with the exception of cities and towns in Bennington County which are in Local 12's jurisdiction.

Maine: All cities and towns.

Section 7. Duties of the Business Agent/Industry Analyst(s).

The Business Agent/Industry Analyst(s) shall primarily be responsible for the coordination of analyzing and monitoring industry practices, trends, and activities, including, but not limited to learning, studying and taking action upon matters regarding the policies of the Local.

ARTICLE IV
VACANCIES

(A) All official vacancies which may occur as a result of resignation, death or otherwise shall be filled by appointment, to be made by the President as provided for in Article XXVI, Section 2 of the International Constitution.

(B) Officers of the Local Union shall be required to attend at least one (1) regular meeting each month unless prevented by any of the following reasons:

- 1) On business of the Local Union or International Association.
- 2) Required to work by Employer.
- 3) Illness or injury to himself or herself or a member of his or her immediate family, or death in the immediate family.

(C) Any officer who fails to attend three (3) consecutive regular meetings must submit their resignation, in writing, unless such absence is due to any of the above-mentioned reasons, and charges for failure to properly discharge the duties of their office will be filed against any such officer who fails to submit their resignation in writing. Such charges will be filed and processed in accordance with the provisions of Article XXVI, Section 14 of the International Constitution and if such charges are sustained, the office in question shall be declared vacant, subject to the approval of the General Executive Board.

ARTICLE V
STEWARDS

Section 1.

A Steward must be placed on each job by a Business Agent immediately with the beginning of such job, in accordance with Section 28 of the General Working Rules of the International Association.

Section 2.

(A) Before any job commences, regardless of size, at least one (1) member employed on the project must notify the Business Agent in whose area the work is being performed. If the Business Agent is not available, a message must be left in the hall.

(B) The Business Agent will appoint or furnish a steward for a job at his or her discretion under the conditions of Article 10, Section 2 of the collective bargaining agreement.

(C) Failure of at least one (1) member employed on any project to notify the hall will be viewed as a blatant disregard of the Local Union's By-Laws. Every member employed on the project in question shall be notified to appear at the next Executive Committee meeting.

(D) If the Executive Committee deems it necessary, such member or members shall be subject to charges in accordance with Article XXVI, Section 14 of the International Constitution. If found guilty such member or members shall be fined in minimum of fifty dollars (\$50.00) for the first (1st) offense; a minimum of one hundred and fifty dollars (\$150.00) for the second (2nd) offense; and a minimum of two hundred and fifty dollars (\$250.00) for any offense thereafter.

Section 3.

Stewards are required to attend all regular monthly and special meetings as a condition of holding their position. Stewards will be required to sign in at all meetings. Stewards absent from meetings will be required to appear before the Executive Committee to give an explanation of their absence.

Section 4.

(A) Local Union No. 7 has established a steward's school for training of procedures pertaining to steward's position.

(B) The steward shall inspect each member's benefits package stamps each payday. The steward should verify the date on the stamp and that the correct amount has been given to the member. All shortages or irregularities must be reported immediately to the Business Agent in charge of the job.

Section 5.

A Business Agent or representative of this Local Union shall furnish to each Job Steward a current copy of the mutually agreed upon labor agreement and it shall be made available to each member of this Local Union upon request, after which it shall be returned to the Job Steward.

ARTICLE V SALARIES, EXPENSES & OTHER COMPENSATION OF OFFICERS AND/OR EMPLOYEES

Section 1. Business Manager's Salary.

(A) The Business Manager of Local Union No. 7 will receive a salary often percent (10%) above the salary for the Business Agents as outlined in Article VI, Section 2 of these By-Laws for forty-five (45) hours per week. The Business Manager shall also receive seven (7) hours wages per week as expenses.

(B) The Business Manager shall be furnished an automobile and necessary expenses to operate same.

(C) The Business Manager shall receive two (2) weeks paid vacation per year.

(D) The Business Manager shall have his or her cell phone bill paid by the Local Union.

(E) The Business Manager shall receive all increases resulting from collective bargaining.

Section 2. Boston / Worcester Area Business Agents' Salary.

(A) The Business Agent's weekly salary shall be ten percent (10%) over the foreman's wage for forty-five (45) hours per week plus seven (7) hours Business Agent's wages per week for expenses.

(B) The Business Agents shall be furnished an automobile and necessary expenses to operate same.

(C) The Business Agents will also receive two (2) weeks paid vacation.

(D) The Business Agents will also have their cell phone bill paid by the Local Union.

(E) The Business Agents shall receive all increases resulting from collective bargaining.

Section 3. Financial Secretary/Treasurer Salary.

(A) The Financial Secretary/Treasurers' weekly salary shall be ten percent (10%) over the foreman's wage for forty-five (45) hours per week plus four (4) hours Financial Secretary Treasurers wages per week for expenses.

(B) The Financial Secretary/Treasurer will receive two weeks paid vacation.

(C) The Financial Secretary/Treasurer will also have his/her cell phone bill paid by the Local Union.

(D) The Financial Secretary/Treasurer shall receive all increases resulting from collective bargaining.

Section 4. Salary of the Business Agent/Industry Analyst(s).

(A) The Business Agent/Industry Analyst(s) of Boston shall receive the same salary, expenses and benefits as the Boston Business Agents.

(B) The Business Agent / Industry Analysts from Springfield, New Hampshire and Maine shall have their weekly salary based on 10% over the foreman's wages in their respective areas for forty-five (45) hours per week plus seven (7) hours at their respective wages per week for expenses.

(C) The Business Agent/Industry Analysts will receive 2 weeks paid vacation.

(D) The Business Agent/Industry Analysts will have their cell phone bill paid by the Local Union.

(E) The Business Agents/Industry Analysts shall receive all increases resulting from collective bargaining.

Section 5. Part Time and Full Time Employees Meeting Pay.

(A) The Executive Committee shall receive two (2) hours foreman's wages for regular and special Executive Committee meetings attended.

(B) The Examining Committee shall receive two (2) hours foreman's wages for regular and special Examining Committee meetings attended.

(C) The Trustees shall receive two (2) hours foreman's wages for the regular meeting and their regular trustee's meeting held on the fourth (4th) Monday of each month, unless otherwise noted.

Section 6. President's Pay.

The President will be paid three (3) hours foreman's wages per month in addition to his or her meetings' pay.

Section 7. Election Day Pay.

(A) On Local Union No. 7's Election Day the following officers will be paid foreman's wages for eight (8) hours at the straight time rate for working the election" Chairman of the Judges of Election and the Judges of Election.

(B) The office secretaries will be paid at their appropriate rate for working Election Day.

Section 8.

The President, Recording Secretary, Business Manager, Financial Secretary/Treasurer, Business Agents, Business Agent/Industry Analysts, Sergeant-At-Arms, Conductor and the Trustees will be paid two (2) hours foreman's wages for services performed at the regular meeting.

Section 9.

Employees at will, shall receive yearly reviews and upon a resolution vote by the body at a regular monthly meeting after 3 resolution readings, shall receive raises negotiated with the Business Manager and/or Financial Secretary-Treasurer if so authorized by the Business Manager.

Section 10.

If in the course of performing their job, an Officer has to travel and spend the night(s) away from home. That Officer shall be compensated \$100.00 per night spent away from home. This shall be considered a Per-Diem Travel Expense and paid from the General Checking Account.

ARTICLE VII
FINANCIAL REPORTS - FISCAL YEAR

Section 1. Financial Reports.

The Financial Secretary-Treasurer shall, during a regular meeting each month, inform the members present of the financial status of the Local Union. During the regular meeting in the month of September, the Financial Secretary-Treasurer shall inform the members present at such meeting of the financial status of the Local Union as reflected by the Auditor's report for the preceding twelve (12) months.

Section 2. Fiscal Year.

The fiscal year of the Local Union shall be from July 1 through the succeeding June 30.

ARTICLE VIII
DISBURSEMENT OF FUNDS

Section 1.

All disbursements of funds of this Local Union shall be made in accordance with the provisions of Article XXVI, Sections 4 and 5 of the International Constitution.

- a) The Financial Secretary/Treasurer shall be authorized to make electronic payments, wire transfers, ACH Payments, etc. in any account, as needed.
- b) The Financial Secretary/Treasurer shall maintain complete records of such transactions and they are to be made available to the Trustees/Members and Auditors upon notice.

Section 2.

The funds of this Local Union, having been raised for the protection, assistance and relief of its members, shall not be loaned, donated or contributed for any other purpose.

Section 3.

No money is to be paid out of the treasury except for current bills, unless authorized by the body in regular or special meetings.

Section 4. Floral Sprays.

Floral sprays shall be provided for deceased members. The cost of floral sprays shall not exceed a formula of 2 hours Boston Foreman's total package, plus tax and delivery, and shall be ordered by the Financial Secretary-Treasurer.

Section 5.

No individual member shall solicit other unions for donations or contributions or sell tickets for any purpose whatsoever in the name of this Local Union except by approval of the Local Union at the regular meeting.

Section 6. Accident Benefits.

Local Union No. 7 will provide accident benefits to members of Local Union No. 7 who have been injured on the job and are in good standing with their dues. Further eligibility will be determined by the rules enumerated in the accident benefit fund book which is included on the last few pages of the agreement book.

Section 7. Scholarships.

(A) Local Union No. 7 will provide scholarships for a son, daughter or legal guardianship of a current member of Local Union No. 7 each year for the Henry Hughes, Joseph Brown, Joseph Maloney and other Local Union No. 7 Memorial Scholarships.

Application procedures may be obtained from the Financial Secretary-Treasurer at the union hall.

- 1) A scholarship award of four thousand dollars (\$4,000.00) will be given each year of the four (4) years of college to the yearly winner of the Henry Hughes Scholarship.
- 2) A scholarship award of three thousand dollars (\$3,000.00) will be given each year of the four (4) years of college to the yearly winner of the Joseph Brown Scholarship.
- 3) A scholarship award of two thousand dollars (\$2,000.00) will be given each year of the four (4) years of college to the yearly winner of the Joseph Maloney Scholarship.
- 4) A scholarship award of two thousand dollars (\$2,000.00) will be given to the winners of the Local Union No. 7 Memorial Scholarship for one (1) year only.

(B) The Scholarship Fund is funded by a three cents (\$0.03) per hour contribution.

(C) The President of Local Union No. 7 shall set up and chair a Scholarship Committee, which shall include the members of the sitting Local Union No. 7 Executive Committee, Local Union No. 7's Business Manager, Financial Secretary-Treasurer and up to four (4) people of the President's choosing to administer this fund and set up the applicable rules and regulations of said fund, with the committee meeting at least once each year to administer its duties.

(D) The lists for potential recipients shall be generated through the Massachusetts AFL-CIO Scholarship Exam Program in accordance with the established rules that are currently in place for Local Union No. 7's existing scholarships.

Section 8. Life Insurance.

Local Union No. 7 will provide one thousand dollars (\$1,000.00) of life insurance to active members of Local Union No. 7. Rules for the life insurance program are included on the last few pages of the agreement book.

Section 9. Political Action Committee.

Local Union No. 7 will maintain a political action committee in the interest of securing adequate legislation which will safeguard and promote the principles of unionism and free collective bargaining.

- a) The Political Action Fund is currently funded by a \$0.05 per hour contribution.
- b) The International Political Action League (IPAL) is currently funded by a \$0.05 per hour contribution.

Section 10.

The rent at the union hall will be periodically raised per the building association annual meeting for building maintenance, taxes, etc.

Section 11.

Any unusual expenses over one thousand dollars (\$1,000.00) incurred shall be referred to the Executive Committee for consideration.

Section 12. Ironworkers Industrial Fund.

The Ironworkers Industrial Fund is currently set at eleven cents (\$0.11) per hour contribution from the working assessment. The Industrial Fund will provide accident benefits, industrial fund benefits to members, one thousand dollars (\$1,000.00) Life Insurance Policy, five thousand dollars (\$5,000.00) Accidental Death while working at the trade, newsletter expenses, tickets, and testimonials, etc.

Section 13. Strike and Assistance Fund.

(A) Local Union No. 7 has established the Local 7 Strike and Assistance Fund which shall be used to defray the costs of food and lodging of needy members who are participating in a strike authorized by this Local Union by a three cents (\$0.03) per hour contribution.

(B) The amount of such benefits shall be paid at a flat daily rate to eligible members.

(C) The eligibility requirements, the amounts of per diem payments and the frequency of such payments shall be established by the Executive Committee, providing however that no member shall be allowed to collect Strike Assistance Benefits if that member is also receiving unemployment, disability, workers compensation or pension benefits.

(D) All requests for donations from the Strike and Assistance Fund must be presented to the membership in the form of a resolution and shall be read at three (3) consecutive meetings of the Local Union. If the proposed resolution receives a majority vote of all members present at the third consecutive meeting, a copy of such resolution shall be forwarded to the General Secretary for presentation to the General Executive Board and

shall not become effective unless or until approval of same has been received by the Local Union from the General Executive Board.

(E) Nothing Contained in Section 13, however, shall prohibit a loan from the Strike & Assistance Fund of the Local, not to exceed \$800.00 per loan, to any member in good standing who has not been properly paid "take home" wages earned during a particular pay week. No person, however, shall receive more than two (2) of these loans at one time. This subsection (E) is intended to help members in good standing, protection against bounced checks and other wage non-payment schemes by any signatory employer. Any such loan must be first approved in writing by both the Business Manager and the Financial Secretary/Treasurer both of whom must follow the guidelines and loan contracts that are in place to operate this loan program in the spirit it was intended. Both the Business Manager and the Financial Secretary/Treasurer shall approve these loans in their sole and exclusive discretion, and no person shall be entitled to any loan. The guidelines may be amended from time to time.

Section 14. Target Program.

A targeting program will be maintained and administered by the Business Manager, Financial Secretary-Treasurer and Business Agents. Targeting expenditures shall not be considered "unusual expenses" under Section 11, nor shall they be considered "new" expenditures under Article IX, Section 1, Paragraph (C). Targeting expenditures shall be annually reported to the Executive Committee and the membership.

Section 15. JAC and the Building Fund.

- a) A Joint Apprenticeship Committee (JAC) has been established and is currently funded by one percent of the Journeyman total package rate.
- b) The Building Fund is currently funded by \$0.15 per hour.

Section 16. Retirees Club.

The membership of Local Union No. 7 shall fund the Retirees Club with an annual stipend of twelve thousand dollars (\$12,000.00) in order to assist them financially and make the Retirees Club a success.

ARTICLE IX APPOINTMENT OF COMMITTEES

(A) The President shall, in accordance with the provisions of Article XXVI, Section 2 of the International Constitution, appoint all Committees, and shall act as ex officio member of all such Committees.

(B) Special Committees shall consist of not less than three (3) members unless otherwise ordered by the Local Union.

(C) Any new expenditure, not commonly found in the monthly bills, over one thousand dollars (\$1,000.00) shall first be referred to the Executive Committee for study. Findings

of the Executive Committee shall be reported to the membership at a regular or special meeting.

ARTICLE X CHARGES AND TRIALS

Section 1.

Charges against any member of this Local Union for violation of any of the provisions of these By-Laws or any provision of the International Constitution may be brought and processed in accordance with the provisions of Article XXVI, Section 14 of the International Constitution.

Section 2.

Any member who willfully destroys or defaces any Union property, including membership cards, bulletin boards or bulletins, shall be subject to charges in accordance with the provisions of Article XXVI, Section 14 of the International Constitution; and if found guilty, such member shall be fined not less than twenty-five dollars (\$25.00) and shall be charged with the cost of repair of such damages or replacement of damaged property.

Section 3.

Each member of Local Union No. 7 shall be required, to the extent lawful, to serve up to two (2) days of picket duty (in a calendar year) on the day designated by an alphabetical roster of all members, conducted on an impartial basis. Failure of a member to fulfill his/her obligation of picketing upon reasonable notice by the union shall be considered as a violator of these By-Laws and shall be subject to charges in accordance with the provisions of Article XXVI, Section 14 of the International Constitution and that a fine of up to one day's pay at the Journeyman Total Package Rate of the area the picket line is in, if found guilty. In lieu of your picket line obligation, in the event a member cannot attend a picket line, that member may designate someone else to take his/her place, or ask for a replacement (for a fee of \$100.00, paid directly to the person taking your place) to take his/her place on the picket line. The Union Hall does not charge for this occurrence and will not accept money, money orders or checks payable to the Local 7 Union Hall or any of its Officers for Picket Duty.

Section 4.

Should it come to the attention of the President or Executive Committee that any member of this Local Union has violated any of the provisions of these By-Laws or International Constitution and no charges have been preferred against such member, it shall be the duty of the President or Executive Committee to prefer charges and proceed in accordance with the provisions of Article XXVI, Section 14 of the International Constitution.

Section 5.

All charges shall be filed and trials shall be conducted strictly in accordance with the provisions of Article XXVI, Section 14 of the International Constitution.

ARTICLE XI ORGANIZING

Section 1.

The Business Manager, Business Agent and/or Business Agent/Industry Analyst shall be empowered to authorize members to seek employment by non-signatory contractors for the purpose of organizing the unorganized.

Section 2.

Unemployed members shall report to the respective Business Agent in whose geographic area the salted project is located for the purpose of assisting as needed in the organizing program.

Section 3.

The Business Manager, Financial Secretary-Treasurer, Business Agents and/or Business Agent/Industry Analysts shall maintain records of all members authorized to seek employment by non-signatory employers including date(s) of authorization, date(s) of employment, and all other pertinent information.

Section 4.

Such members, when employed by non-signatory employers, shall promptly and diligently carry out their organizing assignments, and leave the employer or job immediately upon notification.

Section 5.

Any member accepting employment by a non-signatory employer, except as authorized by this Article, shall be subject to charges and discipline as provided by our Constitution and By-Laws.

ARTICLE XII AMENDMENTS

Section 1.

These By-Laws may be amended as follows: All amendments must be presented, in writing, in the form of a Resolution and signed by the member or members submitting the amendment or amendments. The Resolution to amend must set forth, specifically, the revisions, additions, or deletions proposed, and shall be read at three (3) consecutive meetings of the Local Union, the third (3rd) meeting being a notified meeting of the Local Union. If the proposed amendment or amendments receive a majority vote of all members present at the third consecutive meeting, copies of such amendment or amendments, shall be forwarded to the General Secretary for presentation to the General Executive Board and shall not become effective unless or until approval of same has been received by the Local Union from the General Executive Board.

Section 2.

Any amendment presented to the membership of the Local Union which relates to financial matters must be voted on by secret ballot.

ARTICLE XIII
EFFECTIVE DATE

These By-Laws, when approved by the General Executive Board of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, shall become effective immediately upon receipt of notification of such approval, and all previous By-Laws, if any, shall thereafter be considered null and void and shall have no further force or effect.