

**CONSTITUTION  
AND  
BY-LAWS**  
of the  
**United Union of Roofers, Waterproofers  
and Allied Workers**



**Roofers Local Union No. 195  
Syracuse, New York  
Affiliated with AFL-CIO and Building  
and Construction Trades Department**

Amended and adopted  
**April 20, 2022**



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## **PREAMBLE**

To create and maintain a more harmonious and amicable relation one with another and for the mutual benefit of all concerned; to increase, nourish and sustain the prestige and dignity of all, to broaden the scope of usefulness and extend the field of employment of each and every individual member; to protect and improve the economic conditions and quality of life of our membership and all working people, their families and their communities; that by a united action, we adjoin individual efforts into one continuous collective undertaking for the up building and improvement of this Local Union #195, the following Constitution and By-Laws are formulated, adopted and promulgated to read as follows:

# CONSTITUTION

## ARTICLE I

### **Name and Object**

**Section 1.** This organization shall be known as United Union of Roofers, Waterproofers and Allied Workers, Roofers Local Union No. 195 and is hereinafter referred to as Local Union #195.

**Section 2.** The seal of the Local Union #195 shall be of metal and capable of impressing its contents on paper.

**Section 3.** The Local Union #195 shall operate to unite and to associate together all practical workers in order to achieve the purposes set forth in the preamble.

**Section 4.** The Local Union #195 shall affiliate and remain affiliated with the American Federation of Labor and Congress of Industrial Organizations and North America's Building Trades Unions in New York.

## ARTICLE II

### **Jurisdiction**

**Section 1.** The International Union sets the jurisdictional areas Local Union #195 as follows, which shall include the following counties within New York State:

Onondaga County  
Cayuga County  
Cortland County  
Madison County  
Seneca County  
Oswego County

Jefferson County  
St. Lawrence County  
Lewis County  
Franklin County  
Herkimer County  
Oneida County

And other such territory as may be granted by the International Union which has jurisdiction over all Local Unions, and their membership composed of skilled roofers and damp and waterproof workers, including apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article.

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

- 1) All slate, where, used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make watertight.
- 2) All tile, where, used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make watertight.
- 3) All shingles, where, used for roofing of any type, size, shape or color, and in any manner, laid with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make watertight.
- 4) All cementing in, on or around the said slate or tile roof.
- 5) All laying of felt, paper, membranes, ice and water shields, single component, liquid applied, polymer modified, monolithic air/vapor intrusion mitigation and moisture intrusion barriers or similar underlayment on sloped roof structures.
- 6) All forms of composite insulations having nail able surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
- 7) All dressing, punching and cutting of all roof slate or tile.
- 8) All operation of slate cutting or punching machinery.

- 9) All substitute material taking the place of slate or tile, such as: asbestos slate or tile, cement or composition or Spanish tile, vinyl, composition, and wood shingles, or shakes, metal shingles and tile, or other substitute materials used on steep roofs.
- 10) All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
- 11) All solar or photovoltaic cell type shingles used to transform solar energy to electrical energy.
- 12) All removal of roofing including but not limited to the materials defined above when a roof is to be replaced.

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

- 1) All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
- 2) All waterproofing using bituminous products whether structures are above or below grade or envelope or seamless system.
- 3) All forms of plastic, wood, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones, pavers, soils or any type of overburden used to ballast or protect built-up roofing systems or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.
- 4) All kinds of asphalt, asphaltic, rubberized and composition roofing and waterproofing.
- 5) All base flashings, curb flashings, and counterflashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
- 6) All components of composition roofing systems used to seal the roof including, but not limited to, compression seals,

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

- 7) All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.
- 8) All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing, weatherization and/or waterproofing.
- 9) All rock asphalt and composition roofing.
- 10) All single component, liquid applied, polymer modified, monolithic membranes.
- 11) All epoxy materials used for roofing and waterproofing.
- 12) All rock asphalt mastic when used for damp and waterproofing.
- 13) All prepared paper roofing.
- 14) All laying of felt, paper, membrane, ice and water shields, air, vapor, intrusion mitigation and moisture barriers or similar underlayments.
- 15) All mineral surfaced roofing, including 90lb., and SIS, SBS, APP and all types of modified bitumen whether nailed, mopped with bitumen, or applied with mastic, adhesive or applied with torch, heat gun, sprayer or hot air welder.
- 16) All compressed paper, chemically prepared paper, and burlap when used for roofing, or damp and waterproofing purposes, with or without coating.
- 17) All materials and substrates used on the roof deck for fireproofing or any materials used as a support, nailing surface or any means of attachment for the roofing system over the deck.
- 18) All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside

of any structure.

- 19) All damp course, sheeting or coating on all foundation work.
- 20) All tarred floors.
- 21) All wood block floors that are set in and/or coated with bituminous products.
- 22) All waterproofing of shower pans and/or stalls.
- 23) All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.
- 24) All lining and/or waterproofing of decks, underground vaults, reservoirs, holding ponds, water and waste treatment structures, landfills, fountains, planter boxes, tunnels, bridges, plaza areas and similar structures regardless of the material being used.
- 25) All forms of insulation used as a part of or in connection with roofing, waterproofing or dampproofing, including but not limited to thermal and/or acoustical purposes.
- 26) All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
- 27) All forms of protection boards, walkway pads and roof treads, fleece and drainage mats and systems used in composition roofing or waterproofing to protect the membrane from damage.
- 28) All types of coatings, toppings and finishes used on roofing, dampproofing, waterproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems.
- 29) All components of vegetative systems, including but not limited to membranes, insulations, drainage systems, filters, fleece, vegetation blankets, plantings and soils, and all types of overburden.
- 30) All solar or photovoltaic celltype structures that are used as

substitutes for ballast or membrane protection.

- 31) All components of these solar or photovoltaic celltype structures that are an integral function of these systems.
- 32) All solar or photovoltaic celltype integrated roof membranes used to transform solar energy to electrical energy.
- 33) All types of material used for roofing, waterproofing, air barriers and building envelope systems.

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

- 1) All forms of elastomeric, elastoplastic, urethane and thermoplastic roofing systems, deck systems, both sheet and liquid applied, whether singleply, multiply or seamless. These shall include, but not be limited to;
  - a. PVC (polyvinyl chloride systems)
  - b. Butyl Rubber
  - c. EPDM (ethylene propylene diene monomer)
  - d. PIB (polyisobutylene)
  - e. CPE (chlorinated polyethylene)
  - f. CSPE (chlorosulfonated polyethylene)
  - g. Modified Bitumen (rubberized asphalt or nonasphalt membranes)
  - h. Neoprene
  - i. NBP (nitrile alloy)
  - j. EIP (ethylene interpolymers)
  - k. TPO (thermoplastic polyolefins)
  - l. ETFE (ethylene tetra fluoro ethylene)
  - m. ECB (ethylene copolymer bitumen and anthracite dust, also known as modified or plasticized asphalts)
  - n. PUMA (polyurethane methacrylate) and PMMA
  - o. HDPE (high density polyethylene/PEHD polyethylene high density/hydrocarbon resistant membrane)
  - q. density/hydrocarbon resistant membrane)

- r. Polyurethanes and Modified Polyurethanes, Polymers – modified and monolithic
  - s. Cementitious Waterproofing
  - t. Sodium Bentonite (clay membranes)
  - u. KEE (ketone ethylene ester/molecular ethylene interpolymer)
  - v. Epoxy
- 2) All base flashings, curb flashings and counterflashings of elastomeric, elastoplastic or thermoplastic composition, as outlined in Section 4(1), used to roof or waterproof intersections of horizontal surfaces. All components of elastomeric, elastoplastic and thermoplastic roofing systems used to seal the roof, including but not limited to, nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashings, drain flashings, flashing, roof to wall flashings, gravel guard, compression seals, termination bars, caulking, and sealants.
  - 3) All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.
  - 4) All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
  - 5) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elastoplastic and thermoplastic systems.
  - 6) All solar or photovoltaic cell type integrated roof membranes used to transform solar energy to electrical energy.
  - 7) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.
  - 8) All sealing and caulking of seams and joints on these elastomeric,

elastoplastic and thermoplastic systems to ensure that these systems are watertight.

- 9) All liquid type elastoplastic and elastomeric preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
- 10) All sheet type elastoplastic, elastomeric and thermoplastic systems, whether single or multiply for waterproofing, dampproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems either inside or outside of any structure.
- 11) All cleaning, sand blasting, grinding, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.
- 12) All types of preformed panels used in waterproofing (Volclay, etc.).
- 13) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.
- 14) All handling of roofing, damp and waterproofing materials.
- 15) All hoisting, lifting and storing of all roofing, damp and waterproofing materials.
- 16) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
- 17) All types of re-saturants, coatings, mastics and toppings when used for roof maintenance and repairs.
- 18) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.
- 19) All operation of jeeper or holiday detectors.
- 20) All materials laminated to roofing and/or insulation systems.  
All materials and substrates used on the roof deck for fireproofing or any materials used as a support or means of attachment for the roofing systems.

- 21) All air vapor intrusion mitigation and moisture intrusion barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems, including but not limited to sprays, epoxies, asphaltic or asphaltum, PVC or PVC with bentonite, HDPE or HDPE with bentonite membranes and bituminous products.
- 22) All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.
- 23) All components of rooftop and subsurface water recapture or rain-water harvest systems where the primary purpose is to control and manage water runoff. This shall include, but not be limited to
- 24) ; Environmental Passive Integrated Chamber (EPIC™) system or systems of a similar nature. All components of EPIC systems or systems of a similar nature, including, but not limited to all geomembrane, geofabrics, geotextiles, geofoam boards, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.
- 25) All water and flood testing of roofing, damp and waterproofing systems.
- 26) All maintenance, repair and inspection to all roofing, waterproofing and dampproofing systems.

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

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

**Section 7.** All tear off, sand blasting and/or removal of any type of roofing and waterproofing including ballast and all overburdens, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of

any type where a roof is to be relaid, or any cleanup of any materials on any construction site and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II.

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

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

**Section 10.** All weatherization systems, vapor intrusion mitigation, air barrier systems or any and all contaminants including soil products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture, vapor and other contaminants. These systems or products shall include, but not be limited to, all those outlined in this Article.

### ARTICLE III **Membership**

**Section 1.** Any person of good moral character employed in the crafts or various employment over which this International Union has jurisdiction shall be eligible for membership, subject to the following provisions:

- a. The person shall not be a member of, or in any manner affiliated with, any subversive organization, nor shall he/she become, while a member of this International Union, a member of, or in any manner affiliated with any such subversive organization, nor shall they engage in any

conduct that is in furtherance of a subversive organization or supports the goals of a subversive organization, which conduct interferes or seeks to interfere with the Constitution and By-Laws and the policies of this International Union, the District Councils or the Local Unions.

- b. Any member who is, or becomes, an employer or supervisor shall not be eligible to nominate, be nominated or vote in any election of officers or delegates, or on any Collective Bargaining Agreement.
- c. The person shall have agreed to comply with and be bound by the terms and provisions of this Constitution and the By-Laws promulgated hereunder and of the Constitution and By-Laws of the Local Union to which he/she shall be affiliated.
- d. Nothing contained in this Article shall be construed to limit the right of Local Union #195, to require an applicant to pass an established uniform examination covering his mechanical ability and competence to perform the work of the crafts.
- e. Members shall be responsible for the payment of and compliance with all obligations owed to the Union.
- f. Members may resign their membership by written notice to the Local Union Secretary. Such resignation shall be effective upon its receipt by the Local Union Secretary or as mandated by law. Resignation shall not excuse or relieve responsibility for violations occurring before its effective date. Thereafter, the Local Union Secretary shall forward a copy of such resignation to the International Secretary-Treasurer.

**ARTICLE IV**  
**Eligibility for Election**

To be eligible for election to the position of an officer of this Local Union #195, a candidate must be a member in continuous good standing in the International Union and paying full dues and per capita tax for a period of five (5) years prior to his/her nomination for said office. He/She shall also be a citizen of the country in which the Local Union he/she represents is situated. To be a member in good standing, all dues and other outstanding obligations of such member must be paid on or before the last day of the third month after the due date; and such member shall not have been suspended or removed by action of any tribunal for misconduct or violation under the Constitution and these By-Laws or the Constitution and By-Laws of the Local Union of which he/she is a member.

**ARTICLE V**  
**Eligibility for Election of Officers**

**Section 1.** Every Active member in good standing is eligible to vote, to be a candidate, and to hold office, subject to the following:

- a. The eligibility of a member to vote shall be governed by the provisions of Article IV of the International Constitution. In addition, no member shall be eligible to be nominated or run for any office who has been removed from or lost membership in good standing as defined in Article IV, of this Constitution.
- b. No member shall be eligible for nomination to office who is not present at the time of nomination unless he/she presents justifiable reason in writing.
- c. A member is eligible to be a candidate for one office only.
- d. No member who is superannuated shall be eligible for nominations or election, but shall retain voting privileges in elections of Officers only.
- e. No member shall be eligible to hold office if said member shall have, at any time, been tried either by the Local Union or International Union and found guilty of misappropriation of

funds, embezzlement or theft of property belonging to either the Local Union or International Union;

- f. No member shall be eligible to hold office if said member has been convicted of a crime, that would render that individual unable to serve under Federal Labor Laws, such as Title II or Title III of the Labor Management Reporting Disclosure Act of 1959; or other State Laws that may prohibit an individual from holding an elected office.

**Section 2.** Any member who desires to challenge an adverse ruling on his/her eligibility to run for office;

- a. shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the International President or his/her designee, who shall decide such an appeal within seven (7) days after receipt of protest.
- b. If any protest or charges are filed concerning the conduct of an election by any member of the Local Union prior to the holding of the election, such protest or charges shall be made in writing and served in person or by registered or certified mail to the Local Union Recording Secretary within forty-eight (48) hours of such member's knowledge of the event complained of prior to the election; and shall set forth the exact nature and specifications of the protest.
- c. Such protest or charges shall be referred immediately by the Recording Secretary to the Local Union Executive Board which shall decide such protest or charges within five (5) days after receipt thereof.
- d. The Recording Secretary shall immediately notify such member in writing of the Executive Board's decision.

**Section 3.** Should the member appeal, the decision of the Local Union Executive Board;

- a. shall be appealed, within forty-eight (48) hours from receipt of the decision, to the International President or his/her designee, who shall decide such an appeal within seven (7) days after receipt of protest and shall notify the Local Union Executive

Board and the member.

- b. In the event there shall be any protest or charges by any member of the Local Union concerning the conduct of an election, after the election has been held, such protest or charges shall be made in writing and served in person or by registered or certified mail, by such member to the Recording Secretary within forty-eight (48) hours after the final tally of ballots, and shall set forth the exact nature and specifications of the protest or charges and such member's claim as to how it has affected the outcome of the election.
- c. Such protest or charges shall be referred immediately by the Secretary to the Local Union
- d. The Executive Board, which shall decide such protest or charges within five (5) days after receipt thereof.

**Section 4.** The Recording Secretary shall immediately notify such member in writing of the Executive Board's decision. The decision of the Local Union Executive Board shall be appealed within forty-eight (48) hours from the receipt of the decision to the International President or his/her designee, who shall decide such an appeal within twenty (20) days after receipt of protest.

## ARTICLE VI **Nominations and Elections**

**Section 1.** Nomination for officers and delegates to affiliated organizations shall be made at the First meeting in February of the Election Year.

**Section 2.** Executive Officers shall be elected every three (3) years. The Officers shall hold office until their successors are duly elected and installed.

**Section 3.** Specific Notice of Nominations shall be given in the following manner;

- a. at least twenty (20) days prior to the date of nominations,

- specific notice of the date, time and place of the nomination meeting, and
- b. the offices involved (including delegates to be elected) shall be given, and
  - c. notices shall be given in such a manner that shall be reasonably calculated to reach the member in a timely manner;
  - d. Nominations and the conduct of elections shall be the first order of business at the nomination meeting;
  - e. Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair, without further nominations being made.
  - f. Every member eligible to nominate candidates shall be entitled to nominate one candidate, and only one, for each office.

**Section 4.** Immediately after the close of nominations, the President shall appoint an Election Board.

- a. The election board shall consist of one judge to supervise the election and two tellers to count the votes.
- b. Any candidate for any office shall not be eligible to appointment to the Election Board.

**Section 5.** Any questions of eligibility of candidates nominated at any nomination meeting shall be decided by the President within twenty-four (24) hours and any adverse decision, shall be able to be appealed to the International President or his designee, per Article IV of the International Constitution.

**Section 6.** The Election Board shall have complete charge of the election procedures, subject to the following rules:

- a. After the nominations, but not less than twenty (20) days prior to the election, specific notice of the date, time and place shall be given;
- b. notices shall be given in such a manner that shall be reasonably calculated to reach the member in a timely manner, and given to their last known mailing address on file with the

Local Union;

- c. the Election Board may at its discretion, call for a Vote-by-Mail, and must note the special circumstances under which a Vote-by-Mail is called for;
- d. an in-person election shall be held on the fourth Saturday following nominations;
- e. voting shall take place from 10:00 a.m. until 2:00 p.m.;
- f. voting shall be conducted by secret ballot;
- g. other times and places may be set by the Election Board, when deemed necessary;
- h. no proxy voting is allowed and no write-in of candidates,
- i. any member of the Election Board shall not campaign for any candidate;
- j. any member of the Election Board violating any of the rules, regulations or laws relating to an election shall be tried by the Executive Board upon charges being made. If found guilty shall be subject to the penalties imposed by the Executive Board.

**Section 7.** The Business Manager/Financial Secretary-Treasurer shall be responsible to oversee the notifications of all election, as follows,

- a. shall mail all notifications for the elections as set forth above; and
- b. shall provide to the Election Board and Recording Secretary the documents necessary for the conduction of the election;
  - i. A listing of all candidates in the order of nominations;
  - ii. Voting Ballots
  - iii. Secure ballot boxes
  - iv. A listing of all members eligible to vote;
  - v. A listing of all members ineligible to vote, and reasons of disqualification.

**Section 8.** Each candidate shall have the right to have an observer who shall be a member of the Local Union at the polls and at the counting of ballots. Candidates and their observers may challenge the eligibility of voters and all challenged ballots shall be set aside pending

determination as to their validity. All challenges shall be investigated to determine their validity, as promptly as possible, only if the challenged ballots are sufficient in number to affect the result of the election.

**Section 9.** In connection with nominations and elections the Financial Secretary-Treasurer;

- a. shall at the time of any nomination review the eligibility to hold office of any member,
- b. shall make a determination on the eligibility of that candidate at such meeting, or
- c. within five (5) business days thereafter to any interested party;
- d. shall upon request of any verified candidate for office, make arrangements for distribution of any campaign literature by mail, to all members in good standing;
- e. such candidate requesting a mail distribution, must pay the estimated cost involved in advance, and the full cost within 30 days after the election;
- f. all campaign literature must be presented to the Local Union Office no later than twenty (20) days prior to the date of the election; and
- g. may, when necessary, provide for a consolidation of such distributions when more than one request is made;
- h. shall to the extent required by law, make available for inspection the membership of the Union covered by the Union security agreements, once within thirty (30) days prior to the date of the election;
- i. shall oversee such inspection and no candidate shall be permitted to copy any names, addresses or personal information of members shown on such list.

**Section 10.** Determination of Election;

- a. where there is more than one candidate for office, the candidate receiving the most votes shall be declared elected;
- b. when more than one member is to be elected, as in the case of Executive Board Members, the candidates receiving the most votes shall be declared elected;

- c. In the matter of a fully uncontested election, the President shall cast his one vote electing each candidate.

**Section 11.** Closing of Election

- a. After completion of the count, the ballots shall be sealed by the Election Board.
- b. All ballots shall be held by the Recording Secretary until such time they can be turned over to the Financial Secretary-Treasurer.
- c. All nomination and election records, including minutes of the nominations and the ballots, are to be held at the Local Union office, and secured for a period of at least one (1) year.

**Section 12.** Any member willfully committing or attempting to commit fraud or in any way corrupting or obstructing an election of officers of this Local Union shall be cited on charges to appear before the Executive Board and upon conviction, shall be subject to penalty as set by the Executive Board.

**Section 13.** The installation of elected Executive Officers and the Executive Board shall take place at the next regular meeting following the election of officers. Provided, however, during the interim, the newly elected officers shall be eligible to attend such functions and meetings to which the then officers are obligated to attend.

## ARTICLE VII

### **Vacancies of Executive Officers**

**Section 1.** Any officer found guilty of conduct unbecoming an Officer, by the Executive Board, shall be removed from Office.

**Section 2.** Any officer who absents oneself for three (3) consecutive meetings, without a satisfactory, excuse may be asked to resign or subject to removal from office. The Executive Board will have final determination on validity of excuses and removal from office.

**Section 3.** In the event of a vacancy of an Executive Officer, such vacancy shall be filled by a special election, as set forth in Article VI of this Constitution. The President shall call for a special election within ninety (90) days for any vacancy that occurs within the Executive Officers, with more than 180 days remaining in any-term of an Executive Officer.

**Section 4.** In the event of a vacancy of an Executive Officer or Executive Board Member with less than 180 days remaining to the next scheduled election, then the vacant position shall be filled by appointment by the President with approval of the Executive Board and membership, with the exception of vacancy of the President; see Article VIII, Section 3(e) of this Constitution.

## ARTICLE VIII

### **Local Union Executive Officers and Their Duties**

#### **Section 1. Executive Officers**

The Executive Officers of this Local Union shall be the Local Union President, Vice President, Business Manager/Financial Secretary-Treasurer, and Recording Secretary. All Executive Officers shall serve as signatories on all banking accounts. In addition, the Executive Board shall consist of the Executive Officers and an Executive Board consisting of 5 elected members. They shall serve a three (3) year term until their respective successors shall have been installed. For the purpose of Executive Board meetings, a quorum shall consist of five (5) or more.

#### **Section 2. The President**

- a. shall preside at all meetings of the Union and preserve order;
- b. shall only vote on matters that require a deciding vote in case of a tie, except in the election of officers;
- c. shall see that this Constitution and By-Laws are strictly complied with;
- d. shall allow no disorderly person in the hall or at events sponsored or represented by the Local Union;

- e. shall have the right to appoint one or more members to serve as Sergeant at Arms for membership meetings, to maintain order;
- f. shall be a member of all committees including the Executive Board;
- g. shall have the power to call special meetings;
- h. shall vacate the Chair for the purpose of speaking upon a question;
- i. shall take no part in debate while in the Chair;
- j. shall call for a Special Election, when deemed necessary by these Constitution and By-Laws,

### **Section 3. Vice President**

- a. shall assist the President in the discharge of his official duties;
- b. shall preside in lieu of the President, when the President is absent or vacates the Chair for the purpose of speaking upon a question;
- c. shall serve on the Executive Board,
- d. shall serve as Recording Secretary in the absence of the Recording Secretary at a meeting;
- e. shall succeed to the Office of president in the case of death, resignation or removal from Office of the President, for a term of no more than ninety (90) days, within which time a Special Election shall be held; unless such vacancy is less than 180 days until the next regular election.

### **Section 4. Business Manager/Financial Secretary-Treasurer**

Shall include the positions of both Financial Secretary-Treasurer and Business Agent. Whereas, within this document one position is referenced, it shall encompass the other position as well.

As Financial Secretary-Treasurer:

- a. shall be responsible for the daily business of the Local Union;
- b. shall be responsible for all financial management of Local Union #195;

- c. shall receive all dues and monies paid into the Union;
- d. shall carry on such correspondence as pertains to the office in the name of the Local Union;
- e. shall be custodian of the archives, seals of the Union and shall preserve all records in accordance with Federal Law;
- f. shall be responsible to keep an accurate accounting of all members, names, addresses and dues status;
- g. shall be responsible to keep an accurate accounting of all financial records, comply with all governmental regulations and filings, as required under Federal and State law;
- h. shall give quarterly financial reports to the membership;
- i. shall draw and perform such duties for the payment of all invoices, as required for the daily operations of the Local Union.
- j. shall issues receipts for all monies collected and deposit such monies into an approved banking institution in the name of the Local Union;
- k. shall make no disbursements except for the payment of invoices related to the daily operations of the Local Union, without the consent of the Executive Officers Board;
- l. shall make no disbursement in excess of five thousand dollars (\$ 5,000.00) without secondary approval, by an additional Executive Officer and counter signature of same;
- m. shall deliver to International Union, all required filings including quarterly audit reports, annual audit reporting, and any other material the International Union may require;
- n. shall have an annual audit performed by an independent Certified Public Accountant, and render copy of such audit to all Executive Officers;
- o. shall maintain all records as provided by under the International Constitution and By-Laws;
- p. shall keep such records for the period of time required by law;
- q. shall be bonded in the manner and from required by law;
- r. shall oversee all notifications and mailing of elections material.

As Business Manager:

- a. the Business Manager shall appoint the position of Apprenticeship Coordinator;
- b. shall make certain that all rules and regulation of the Union are complied with;
- c. shall carry out the instructions of the Executive Board and/or the Union membership, as decided at an official meeting;
- d. it shall be the duty of the Business Manager to promote the best interests of the Local Union and the International Union;
- e. shall oversee all work under the jurisdiction of the Union as set forth in the Constitution of the International Union;
- f. shall see that the Constitution and By-Laws are upheld by all members of the Local Union;
- g. shall make certain that all contractual obligations between Collectively Bargained Employers and the employees of the Union are complied with;
- h. shall be a Delegate to the Local and State Building and Construction Trades Councils, a delegate to the Northeast District Council of Roofers and a Delegate to the International Convention.
- i. shall have the authority to appoint an Agent Organizer with the approval of the Union body;
- j. shall have the authority to hire office staff, as necessary, for the daily operations of the Union office;
- k. shall serve as Chief Executive Officer and Trustee to all trust Funds established by the Board of Trustees;

### **Section 5. Recording Secretary**

- a. shall keep correct minutes of each and every meeting;
- b. shall read all correspondence, documents and communications, at meetings;
- c. shall be third in succession of the chair, for the purposes of Union meetings and vacancies;

### **Section 6. Executive Board**

The purpose of the Executive Board is to oversee the annual financial

matters of the Union and those matters regarding all grievances and charges brought before the board;

- a. shall meet monthly and at the request of the Business Manager;
- b. shall annually make a full financial review of the business operations of the Local Union, after the annual audit and governmental tax filings;
- c. shall have the authority to oversee the following:
  - i. wage scale of the Business Manager which shall be no less than the current foreman scale plus dollars (\$ 3.00) per hour;
  - ii. wage scale of the Agent/Organizer, which shall be no less than the current foreman scale.
  - iii. applicable vehicle and business expenses for the Business Manager and Agent/Organizer;
- d. shall by majority vote of the Executive Board, recommend a working dues increase or decrease assessment of the Local Union, based upon the annual financial review and audit;
- e. shall have the authority to establish a “Good and Welfare” account for the purpose and promotion of the membership, by a majority vote of the body, the sum of such contribution shall be set by the Collective Bargaining Agreement.
- f. shall oversee all Local Union trials, grievances and charges brought before the Local Union Executive Board;
- g. shall make recommendations to the Union body as decided upon by the Executive Board;

### **Section 7. Board of Trustees**

- a. shall consist of the following Executive Officers
  - Business Manager/Financial Secretary-Treasure
  - President
  - Recording-Secretary
  - Apprenticeship Coordinator
- b. the Business Manager/Financial Secretary-Treasurer shall appoint such Executive Officers to the Board of Trustees as deemed appropriate.

- c. the Board of Trustees shall not be compensated for their duties; with the exception of lost wages from employment when deemed necessary for attendance at meetings, negotiations meetings and/or educational conferences, and
- d. any Board of Trustee member may serve at a meeting in the absence of the Business Manager/Financial Secretary-Treasurer, given the appropriate proxy form is provided.

**Section 8. Expenses**

Each member of the Executive Board, with the exception of the Business Manager/Financial Secretary-Treasurer, shall be paid travel/mileage expenses for attendance at all required meetings. Checks shall be rendered quarterly, after the completion and verified attendance at meetings.

Expense checks shall be equitable to the following amounts in monthly dues for each position;

- |  |                  |
|--|------------------|
| a. President                           | Five (5) months  |
| b. Vice President                      | Four (4) months  |
| c. Recording Secretary                 | Four (4) months  |
| d. Executive Board<br>Members (each 5) | Three (3) months |

**ARTICLE IX**

**Delegates to the International Convention**

**Section 1.** The number of delegates to the International Convention is set by the International Union. The Business Manager and Local Union President, shall automatically serve as delegates.

**Section 2.** In the event that the International Union sets the number of delegates, as more than two (2), than the Local Union shall elect by secret ballot its delegates to the Convention.

**Section 3.** The total number of delegates including the principal officer shall not exceed the number of delegates fixed by the preceding section hereof.

**Section 4.** The Local Union may elect its delegates at any reasonable time, including after it has been notified by the International Secretary-Treasurer of the number of delegates to which it is entitled, but such election shall not be later than sixty (60) days prior to the date set for the Convention.

**Section 5.** The Local Union may elect such number of alternates as it may desire, in the event that a designated Delegate cannot attend.

**Section 6.** Delegates must be a member in good standing for the five (5) preceding years and must have attended eight (8) regular meetings over the preceding year.

**Section 7.** Election of delegates shall be held at the next regular meeting, following nominations. However, the election must be held no later than the month of July, in the year of which the convention is to be held.

**Section 8.** Delegates to the International Convention shall be given the prevailing wage rate for Foreman for seven (7) days plus reimbursement of reasonable expenses. All requests for reimbursement are subject to approval of the Business Manager/Financial Secretary Treasurer and Executive Board.

**Section 9.** In the event that the International Union provides any costs related to the convention, including but not limited to, transportation, hotels, meals, etc., those costs will be deemed reimbursed and not subject to reimbursement by the Local Union.

## ARTICLE X Charges, Trials, and Appeals

**Section 1.** Whenever charges are filed against any member or officer, which charges are to be heard by the Local Union trial board, the charges shall be filed in writing with the Business Manager/Financial Secretary-Treasurer or Recording Secretary of the Local Union, and a copy shall immediately be filed with the International Secretary-

Treasurer. If the charges are to be heard by the International Executive Board, the charges shall be filed with the International Secretary-Treasurer.

- a. The Local Union shall appoint a trial board to hear the charges. No interested party shall sit as a member of any trial board. No member or officer shall be tried unless he/she is served by the Business Manager/Financial Secretary-Treasurer or Recording Secretary of the Local Union or the International Secretary-Treasurer, personally or by certified mail, with a written copy of such charges specifying the matter of the offense as well as the Constitutional and/or By-Law provisions of which he/she is accused of violating. The accused shall stand trial at the time and place designated, which shall not be less than ten (10) days from the date the charges are served upon the accused. The accused may appear in person, and with witnesses and exhibits, to answer the charges. He/She may select a member of an affiliated Local Union to represent him/her in the presentation of his/her defense. If the charges or any portion thereof are sustained, the trial board shall render judgment and impose disciplinary action as provided for in this Constitution and immediately notify the accused of the decision. If the charges are not sustained, they shall be dismissed and the accused restored to full rights in the Local Union or in this Union. The Recording Secretary of the Local Union shall notify the International Secretary-Treasurer of the disposition of charges filed against any member or officer immediately following the hearing on said charges.
- b. If the Secretary of the Local Union fails to notify the International Secretary-Treasurer of the status or disposition of the charges within ninety (90) days after the filing of the charges, the International Office may disregard such charges and the accused member shall not be refused a transfer card, a withdrawal card or reinitiation by reason of the filing of such charges or the disposition thereof.
- c. Upon the filing of charges, if they are of such magnitude and

seriousness as to jeopardize the interests of the Local Union and/or this International Union, the International President may, in his/her discretion, immediately suspend such member or officer until a decision has been rendered in the case.

- d. Whenever service is to be made upon an accused by certified mail, it shall be sufficient if said certified mail is addressed to the accused at his/her last known address. It shall not be a defense to the finality of any action taken or decision rendered that said certified mail was refused by the accused or that he/she had moved from his/her last known address.

**Section 2.** In the event disciplinary action is taken against the accused, he/she may take an appeal from the decision of the Local Union trial board to the International Executive Board. Appeals from the International Executive Board shall be taken to the next Convention. Such appeals shall be taken, in the manner hereinafter prescribed, within thirty (30) days from the date of service either personally or by certified mail upon the accused.

- a. The appellant shall mail a written notice of appeal to the International Secretary-Treasurer. No specific form or formality is required, except that an appeal is being taken from the particular decision rendered in the particular case and it shall include a statement of the facts and the decision of the trial board. Pending the final disposition of any appeal, the decision shall remain in full force and effect.
- b. Where the appeal is from a decision imposing a monetary fine or monetary penalty, the appellant shall deposit the amount of such fine or penalty or \$250.00, whichever is less, with the International Secretary-Treasurer pending the disposition of the appeal and during such time, he/she shall be deemed to be restored to full membership. If the decision of the appellate body is averse to the appellant and such decision becomes final, the International Secretary-Treasurer shall remit the deposit to the Local Union entitled to same; if favorable to the appellant, the deposit shall be

returned to him/her.

- c. Appeals shall be heard either on the record made before the trial board or by a new trial in the discretion of the appellate body. The date when an appeal will be heard shall be fixed by the appellate body; notice of said date shall be served personally or by certified mail to the trial board and to the interested parties. The parties may, in the discretion of the appellate body, be accorded the right to appear and present arguments and such additional evidence as the appellate body may request.
- d. Decisions on appeals shall be rendered as promptly as possible. A copy of the decision shall be served on all interested parties and the trial board, personally or by certified mail or email.
- e. In the event any interested party shall fail to appear, the appellate body shall proceed to hear the appeal on the record submitted before the trial board.
- f. Whenever an appeal is taken, it shall be the duty of the Chairman of the trial board to send all the records in the case to the International Secretary-Treasurer, who shall hold and provide said records to the appellate body.

**Section 3.** Whenever charges are filed against a member of a sister Local Union, the Recording Secretary of the Local Union in which the charges were filed, in addition to serving a copy of the charges on the accused and filing one copy with the International Secretary-Treasurer, as provided in this Article, shall serve one copy by certified mail upon the Local Union in which the accused is a member. The procedures established in Section 1 of the Article that are not inconsistent with this Section shall be applied.

The Recording Secretary of the Local Union in which the charges were filed shall, by certified mail, serve upon that sister Local Union a copy of the decision within ninety (90) days after the date of the decision of

the trial board. Upon being notified of the decision, the Local Union in which the accused is a member shall take all steps necessary to enforce the decision against the accused; if the Local Union fails to do so, the matter shall be brought to the attention of the International Executive Board by any interested party and the International Executive Board shall take such actions as it deems appropriate.

**Section 4.** Whenever charges are filed against a Local Union or District Council, such charges shall be filed in writing with the International Secretary-Treasurer.

- a. A copy of the charges shall be served personally or by certified mail by the International Secretary-Treasurer upon the Secretary of the accused. The procedures in Section 1 of the Article that are not inconsistent with this Section shall be applied. The charges shall be heard by a trial board appointed by the International President.
- b. Upon the filing of such charges, the Local Union or District Council accused shall be accorded a period of time to appear for trial and submit its defense as shall be fixed by the trial board, but which shall not be less than thirty (30) days from the date of the filing of the charges against the Local Union or District Council accused.
- c. The International Secretary-Treasurer shall notify the accused of the disposition of the charges immediately following the hearing on said charges.
- d. Appeals from the decision of the International Executive Board sitting as a trial board, shall be taken by the Local Union or the District Council to the Convention.

**Section 5.** Whenever charges are filed against an International Officer or International Representative, such charges shall be filed in writing with the International Secretary-Treasurer, who shall serve the accused, either personally or by certified mail, with a copy of said charges and a notice of the time and place for the hearing of such charges, which time

shall be not less than thirty (30) days from the date of service upon the accused International Officer or International Representative. The International President shall appoint a trial board; the trial board shall hear the charges at such time and place as it shall fix. Whenever the International President shall be charged, the International Secretary-Treasurer shall appoint a trial board. An interested party in such situation shall not sit as a member of the trial board while such proceedings are being determined. The procedures established in Section 1 of this Article that are not inconsistent with this Section shall be applied. The International Secretary-Treasurer shall notify the accused of the disposition of the charges immediately following the hearing on said charges. Appeals from the decision of the trial board in the preceding paragraph shall be taken to the Convention.

**Section 6.** The International Executive Board shall have original jurisdiction to try members, Local Unions, District Councils or International Officers and International Representatives for all offenses committed against the International Union or against its officers or Local Unions.

- a. In all other cases, including cases in which a Local Union has filed charges against a member of any affiliated Local Union for an offense committed against that Local Union within the limits of its territorial jurisdiction, a Local Union shall have original jurisdiction to try those members or officers for any violations of its Constitution and By-Laws.
- b. Appeals from decisions of the International Executive Board shall be taken to the next Convention.

**Section 7.** The basis for charges against members, Local Unions, District Councils or International Officers or International Representatives, for which he/she or it shall stand trial, shall, among other things, consist of the following:

- 1) Violation of any specific provision of this Constitution and By-Laws.
- 2) Violation of oath of loyalty to the Local Union and the

International Union.

- 3) Violation of the oath of office.
- 4) Gross disloyalty or conduct unbecoming a member.
- 5) If an officer, gross inefficiency which hinders or impairs the interests of the Local Union or of the International Union.
- 6) Misappropriation.
- 7) Secession or fostering secession.
- 8) The wrongful taking or retention of any books, papers or any other property belonging to the International Union, the Local Unions or District Council.
- 9) Abuse of fellow members and officers by written or oral communication.
- 10) Abuse of fellow members or officers at the work place, all Union owned, leased or rented properties and Union affiliated training centers.
- 11) Activities which tend to bring the Local Unions or the International Union into disrepute.
- 12) The mutilation, alteration, erasure, destruction or injury to any books, bills, receipts, vouchers or other property of the International Union, Local Unions or District Councils, except in the manner which may be provided for in this Constitution and By-Laws.
- 13) If any member knowingly works for or remains in the employment of a nonsignatory employer or an employer whose employees are on strike or locked out, unless he/she has the permission of the Local Union or International Union.
- 14) If any member knowingly gives or attempts to give, directly or indirectly, any information to any employer who is on an unfair list or whose employees are on strike or locked out or whose employees are trying to secure an agreement or improvement in their working conditions, for the purpose of assisting such employer or for any gain or promise of gain.
- 15) Such other acts and conduct which shall be inconsistent with the duties, obligations and fealty of a member of a trade union and for violation of sound trade union principles.

**Section 8.** Decisions and penalties may consist of reprimands, fines, suspension, expulsion, revocations or commands to do or perform, or refrain from doing or performing, specified acts. If the penalty is by way of fine, then the same must be paid to the Treasurer of the Local Union if it is the Local Union Executive Board which is conducting the hearing or to the International Secretary-Treasurer if the fine is assessed where the International Executive Board has original jurisdiction.

- a. In those cases, in which a fine has been imposed by a Local Union against a member of an affiliated Local Union, the fine shall be divided equally between the Local Union imposing the fine and the Local Union collecting the fine.
- b. In the event of noncompliance with the decision and no further appeal is taken or allowed, the accused shall stand suspended of all privileges until the decision has been complied with; if, however, the decision carries with it an order of expulsion and no appeal is taken or allowed, such order shall immediately become effective.
- c. In the event charges have been preferred against a member and if found guilty after due process, and if a surety has been called upon and has made good a loss to a Local Union, District Council or to the International Union due to malfeasance, misfeasance or nonfeasance, such member, if an officer, shall be immediately removed from office and shall not be eligible to hold office, either elective or appointive, in any Local Union, District Council or in the International Union.

**Section 9.** If charges are preferred against members or officers of Local Unions and such charges are not ultimately sustained and if the trial board or appellate body is convinced that the charges were not brought in good faith or were actuated by malice, the trial board or the appellate board may impose such penalty or remedy after due process as in its judgment is deemed proper, including the cost incurred in convening

the hearing and transporting the panel members.

**Section 10.** Every accused, against whom charges have been preferred and disciplinary action taken, shall be obliged to exhaust all the procedures and remedies provided for herein before resorting to any other court or tribunal.

**Section 11.** The International President, may, in his/her discretion, assign International Vice Presidents, but not to exceed three, to hear appeals or to take testimony when charges have been filed against an accused over which charges the International Executive Board has original jurisdiction. The panel or individual shall set the cause for hearing at a time and place in the manner provided in this Article, and shall transcribe the testimony offered. The decision of the panel or individual so designated shall be the decision of the International Executive Board. The panel may assess the losing party for the costs of any proceeding convened under this Article. Costs may include expenses necessarily incurred in convening the hearing and transporting board or panel members.

**Section 12.** The Codes of Ethical Practice adopted by the A.F.L.C.I.O. Executive Council are hereby adopted and made a part hereof in all respects for and on behalf of the United Union of Roofers, Waterproofers and Allied Workers, its International Executive Board, its officers and representatives and all subordinate and constituent bodies thereof as a measure of proper trade union practices and conduct. The International Officers, International Representatives, Local Unions, District Councils and their respective officers and representatives shall give effect to and enforce said Codes of Ethical Practice and a failure to comply therewith shall be considered a breach of conduct subject to the penalties and procedures provided by the International Constitution and By-Laws.

**Section 13.** Every member alleging a breach or violation of any term of this Constitution or By-Laws shall exhaust all procedures and/or remedies provided for and available herein and the decision of the appropriate intraunion tribunal shall be final and binding.

## ARTICLE XI

### **Dissolution**

**Section 1.** The International President, together with the International Secretary-Treasurer, may grant or revoke Charters when deemed necessary or advisable.

**Section 2.** The Constitution and By-Laws of a Local Union or District Council shall not contravene any of the provisions of this Constitution and By-Laws.

**Section 3.** The Local Union may not dissolve while there are any dissenting members.

## ARTICLE XII

### **Property Rights, Income and Expenditures**

**Section 1.** Membership in the Local Union and International Union shall not vest any member with any right, title or interest in or to the funds, property or other assets of this International Union or any Local Union or District Council, whether now owned or possessed or whether hereafter acquired, and each member hereby expressly waives any right, title or interest in or to the funds, property or other assets of this International Union or this Local Union.

**Section 2.** In the event of the expulsion, suspension or attempted secession or mass resignation of any Local Union or District Council, title to the property, funds and all other assets of such Local Union or District Council, however vested, shall be in the International Union for the use and benefit of the membership. In the event of the dissolution of

any Local Union or District Council, title to the property, funds and all other assets of such Local Union or District Council shall be in the International Union, to be used by it in the furtherance of the purpose of this International Union. In no event shall any members have any severable proprietary right, title or interest therein. These provisions shall also apply to any property, funds and/or assets affected in preparation for, or anticipation of, acts or attempted acts described above; and any effort to alter or affect the right, title or interest to or in such property, funds or assets in connection with or related to any such acts or attempted acts shall be void and of no effect.

**Section 3.** The income of the Local Union, International Union and District Councils shall be derived from fees, charges and obligations of all kinds including but not limited to initiation fees, reenrollment fees, fair share fees, agency fees and dues, assessments, fines and penalties in such an amount as may be determined from time to time.

**Section 4.** The funds of this Local Union shall be used in defraying its necessary expenses and purposes which may include, but are not limited to, the good and welfare of the membership.

### Article XIII Bonding

**Section 1.** Every Executive Officer, member or other representative of this Local Union that is entrusted with the handling of funds or other property thereof shall be bonded for the faithful discharge of his duties.

**Section 2.** Such bond, shall be fixed at the beginning of each fiscal year of the Local Union, following the annual financial review by the Executive Board.

**Section 3.** Such bond, shall be in an amount not less than ten (10) percent of the total receipts for the prior fiscal year, but not more than five hundred thousand dollars (\$ 500,000.00) in coverage.

**Section 4.** In the event, that the required bonding is provided by the International Union, that shall be deemed sufficient coverage to comply with the conditions of this Article XII.

**Section 5.** However, the Executive Board may at its discretion request additional bonding to be purchased based upon the financial review of the Local Union.

#### Article XIV **Amendments Adoption**

**Section 1.** This Constitution may be amended at any time by a majority vote of the membership at a regular or special meeting set for such purpose. No ARTICLE shall be changed more than once per year.

**Section 2.** Any proposed alteration, amendment or modification to this Constitution must be presented in writing and signed by five (5) members in good standing then read at two different regular meetings previously set to the vote for such amendments.

**Section 3.** This Constitution shall become effective upon approval of the International Union and a majority vote of the Local Union membership.

### **BY-LAWS**

#### ARTICLE I **Duties of the Local Union**

**Section 1.** The International Union shall furnish each Local Union with a Charter of Affiliation and an individual Certificate of Membership for each member in the Local Union at the time of affiliation. It is the duties of the Local Union to uphold the Constitution and By-Laws of the International Union and Local Union #195.

**Section 2.** The Local Union shall also deposit a copy of its Constitution and By-Laws, and a copy of its most current negotiated signed Collective Bargaining Agreement(s). It shall also deliver to the International Secretary-Treasurer a copy of such documents whenever they are amended, changed or altered in any way. Any provision in any Local Union or District Council Constitution or By-Laws shall be void if it is in conflict with the Constitution and By-Laws of the International.

**Section 3.** The Local Union shall deposit with the International Secretary-Treasurer the application identification blank of each prospective member.

- a. An individual must first pay an initiation fee established by the Local Union #195 Executive Board.
- b. All new members are subject to an installment hourly withdrawal fee, as set in the Collective Bargaining Agreement, until such time that the initiation fee and 2 months' dues are paid in full.
- c. In the event an applicant wishes to pay his initiation in full, at the time of hire, approval must be granted by the Business Manager/Financial Secretary-Treasurer.
- d. The amount in full is to be paid within a twelve (12) month period. Official receipts up to twelve (12) months old will be credited to an applicant's initiation fee.

**Section 4.** The Local Union shall furnish each new member with one copy of the International Constitution and By-Laws, which will be furnished free of charge by the International Union. Upon the adoption of the proposed International Constitution and these By-Laws, a copy thereof shall be sent free of charge to each member of the International Union and thereafter any amendments thereof shall be sent free of charge to all members.

**Section 5.** The Local Union shall require any of its members working in any other territorial jurisdiction, whose total wage and fringe benefits are higher, to demand and receive the higher wage and fringe benefits. The Local Union shall negotiate a collective bargaining clause stating that signatory employers who work in such other territorial jurisdictions shall contribute to the fringe benefit funds maintained by the employee's home Local Union. If a contractor has been paying into the above benefit funds of an employee's home Local Union, the contractor shall not be obligated to pay into another fund, unless after paying the higher wages to his/her employees and paying all contributions into all of the benefit funds of the employee's home Local Union, the total wage package is still below that of the territory where the work is being performed, in which case the employer shall be obligated to pay the difference into whatever fringe benefit funds are provided for in the Collective Bargaining Agreement in the territory where the work is being performed.

**Section 6.** In conformity with the requirements of the American Federation of Labor and Congress of Industrial Organizations and the North America's Building Trades Unions, with which this International Union is affiliated, it shall be obligatory for each Local Union to affiliate itself with the local and state labor bodies of both organizations.

**Section 7.** In the case of a strike, the Recording Secretary of the Local Union in that locality shall notify the International President or International Secretary-Treasurer; provided that no prior approval or subsequent ratification shall be required from the International President or International Secretary-Treasurer.

**Section 8.** The procedures for strike authorization shall be described in a Local Union's Constitution and/or By-Laws and unless exempted by

the International President shall provide for strike authorization through a secret ballot vote by at least 51% of the active members covered by the involved contract, provided that the described minimum shall not be applicable if a strike vote is by mail referendum, in which event the majority may be of ballots returned. Only eligible members actively working or available for work in the trade can vote on a strike authorization.

**Section 9.** Effective January 1, 2019, the Local Unions shall bargain for a contribution of no less than six cents (\$.06) per hour in all Collective Bargaining Agreements with signatory employers to the Roofers & Waterproofers Research and Education Joint Trust Fund for each hour worked by all bargaining unit employees.

**Section 10.** An appeal for financial aid from a Local Union to other Local Unions must first be approved by the International President.

**Section 11.** Local Union #195 shall impose a 50/50 ratio when working in the territory of another affiliated Local Union and such that when another affiliated Local Union works within the jurisdiction of Local Union #195 a 50/50 ratio is imposed. But, if the job employs an odd number of workers, the odd worker shall be employed by the contractor who was awarded that job, and when only one worker is required, the 50/50 ratio shall not apply.

**Section 12.** All newly elected Local Union principal officers shall be required to complete Leadership Training as prescribed by the International Union.

**Section 13.** The Local Union shall collect monthly dues as required by the International Union and shall render all receipts in a timely manner as required under the International Unions' Constitution and By-Laws.

**Section 14.** Superannuation

- a. Any member reaching age sixty (60), and who retires from the

trades with twenty (20) years or more in continuous good standing may, upon proper application to the International Secretary-Treasurer, be placed in superannuated status and shall thereafter be required to pay only one-half of the usual per capita tax. For the purpose of superannuation, retirement is defined as total withdrawal from active employment within the trade.

- b. Any member in continuous good standing for a period of twenty (20) years or more and suffering a disability which, in the opinion of a competent physician, disqualifies the member from satisfactorily performing his/her work may, upon proper application to the International Secretary-Treasurer and after verification by the Local Union and the International Secretary-Treasurer, be placed in superannuated status and shall thereafter be required to pay only one-half of the usual per capita tax.
- c. Any member in continuous good standing for a period of ten (10) years or more and if found to be totally and permanently disabled by the U.S. Social Security Administration shall be granted superannuated status and shall thereafter be required to pay only one-half of the usual per capita tax.
- d. A member against whom any charges are pending or who has an outstanding fine or other penalty shall not be entitled to superannuated status until all issues are resolved without adversely affecting good standing. Nothing contained herein shall be construed to deprive any member of any rights guaranteed to him/her by law.

**Section 15.** No temporary permits shall be issued. Applicants for membership paying their initiation or administrative fees in full or on the installment basis as provided in this Article shall be issued an appropriate receipt. Any person working under a subordinate body contract or performing work claimed by a subordinate body shall be financially obligated as an applicant for membership.

- a. When an applicant is unable to pay his/her fee in full and

desires to make payments on account thereof, the amount to be paid shall be not less than five dollars (\$5.00) per day or such other amount as may be determined necessary by the International President to assist in effectively organizing or protecting the jurisdiction of this International Union. Payments made by the applicant during this period shall be applied towards the applicant's fee.

- b. When the applicant's initiation fee has been paid in full, the identification blank of the applicant shall be forwarded to the International Secretary-Treasurer for enrollment. When an applicant is paying the initiation fee on an installment plan, the Local Union shall remit 10 percent of each installment so as to reach the International Secretary-Treasurer not later than the tenth day of the following month.
- c. All payments shall be accounted for through the official receipts system.
- d. Nothing herein contained shall in any way affect the provisions of Article III of the International Constitution.

**Section 16.** Whenever a member shall have 25 and 50 years of continuous membership in this International Union, there shall be issued to him/her a suitable memento commemorating such length of service, together with a suitable coat lapel pin for 25 and 50 years of service, which shall be made available by the International Union. In addition, whenever a member shall have 20 years, 30 years, 35 years, 40 years, and 45 years of continuous membership in the International Union they shall be issued a lapel pin commemorating such lengths of service. For 55 years and each 5 years thereafter in continuous good standing a member shall be issued a suitable memento commemorating such lengths of service. A member against whom any charges are pending or who has an outstanding fine or other penalty shall not be entitled to receive service pins or commemorative mementos until all issues are resolved.

**Section 17.** The International Secretary-Treasurer shall maintain the Roofers Union Liability and Individual Labor Leader Insurance Program to provide union liability insurance for Local Unions, their officers and staff.

The Local Union shall be required to purchase Union Liability insurance coverage and offer Individual Labor Leader coverage to its officers and staff. Premiums for Union Liability coverage shall be paid by each entity obtaining such coverage. Premiums for Individual Labor Leader coverage must be paid by the individuals requesting such coverage.

**Section 18.** The Local Union shall make an annual review of all insurance policies with the Executive Board and at a minimum maintain the following insurance coverages:

- a. Officers and Leaders Liability Insurance
- b. Fidelity Bonding Coverage per Article XII.
- c. Workers Compensation Coverage
- d. NYS Disability Coverage, as required under NYS Law
- e. Commercial Liability Coverage
- f. Fire, Contents and Equipment coverage
- g. Vehicle Coverage

And, any other coverage that may be deemed appropriate by a licensed broker upon consultation with the Executive Board.

**Section 19.** All Local Unions shall make a concerted effort to negotiate an appropriate subcontractor clause as approved by the International Union in all collectively bargained agreements.

## ARTICLE II **Duties of the Members**

**Section 1.** Every member shall be governed by and abide by the provisions of this Constitution and By-Laws and by the Constitution

and By-Laws of the International Union.

**Section 2.** Member shall pay their membership fees to the Business Manager/Financial Secretary-Treasurer in a tender legally acceptable and approved by the Executive Board, (i.e.: employer withdrawal, cash, check, money order or electronic payment);

- a. Initiation Fees shall be established by the Executive Board and subject to approval by the International Union.
- b. Monthly Dues (per capita tax) shall be payable in advance or within the month they are due, no later than the 30<sup>th</sup> of each month.
- c. Fines and Fees shall be assessed in accordance with the Local Union and International Union Constitution and By-Laws.
- d. Working dues assessments, each member shall pay working dues assessments via payroll deduction to defray the needs and requirements for operating expenses of the Local Union.
- e. Those fees shall be at the minimum established by the International Union.
- f. Those fees shall be reviewed annually, at the annual financial meeting of the Executive Board.
- g. If the per capita tax is raised by the International Union as provided for in this Article, the monthly and/or hourly Local Union dues of each member of the International Union shall automatically be increased in the amount of the per capita tax increase enacted.
- h. The Business Manager/Financial Secretary-Treasurer shall notify all members of all membership fees at least once annually.

**Section 3. Dues and Dues Assessments**

- a. Reasonable notice shall be given by the Business Manager/Financial Secretary/Treasurer to the membership at least twenty (20) days prior to the meeting at which the membership will consider the question of whether or not dues or initiation fees shall be increased or decreased; or a general

or special assessment levied. The notice shall indicate the amount of dues or initiation fee increase or decrease or assessment to be voted on. Such meeting may be general or special.

- b. At the regular or special meeting called as provided in this Section, voting shall be by secret ballot of the members in good standing. At the discretion of the Business Manager-Financial Secretary/Treasurer voting may be by mail ballot.
- c. Initiation fees shall not be raised or lowered without first securing the approval of the International Executive Board, after compliance with applicable law.

**Section 4.** Each member has the duty to pay monthly dues, as established by the Executive Board, as approved by the body;

- a. Monthly dues shall be payable within the same month due;
- b. there shall be no extension of time granted for delinquent payments;
- c. per the International Union, any member in arrears three months on the payment of their dues shall stand removed from the rolls;
- d. any member removed from the rolls must take the necessary steps to again re-enter the rolls, as established by the International Union, within three (3) months from the date of removal, or shall forfeit all rights to request for re-enrollment.
- e. A member who has been removed from the membership rolls for nonpayment of dues, as provided by Article VI, Section 12 of the International By-Laws, and who within three months after the date of such removal pays an amount equal to all of his/her unpaid dues, plus the reenrollment fee required of him/her, becomes a member in good standing on the date of such reenrollment as though he/she had never been removed from the membership roll. If the member fails to reenroll within said period, but is then initiated again as a new member, he/she shall not acquire any rights because of his/her previous membership as a result of becoming a new member.
- f. Except as otherwise expressly provided in the Constitution

and By-Laws, a member who is removed from the membership roll forfeits all previous standing, rights, equities, privileges and benefits (including burial benefits), and shall not be permitted to participate in any meeting. A member removed from the membership rolls for nonpayment of dues shall be reinstated only upon payment of the full amount of money due within the prescribed period.

- g. No officer, delegate, representative or member shall be exempt from his/her obligation to pay dues and such officer, delegate, representative or member shall not be given credit for the payment of dues in return for services rendered. Services rendered shall be compensated by the issuance of a check by the Local Union obligated to pay same after the services have been rendered.

**Section 5.** A member of a Local Union shall not be required to transfer into a Local Union when he/she is sent into that Local Union's territory on a specific job by his/her employer. In that event, such member may be required to pay to the Local Union into whose territory he/she has been sent, service dues as provided in this Article and such Local Union, if it requires such payment, shall thereupon issue to such member appropriate receipts for the period of time he/she is working in the territory of that Local Union.

- a. The service dues shall be in lieu of any regular dues and assessments and shall amount to two dollars (\$2.00) per day during the period of time such member is working in the territorial jurisdiction of such sister Local Union.
- b. Such service dues, as provided in this Article shall be for the purpose of defraying the additional administrative costs incurred by a Local Union in providing services to members of a sister Local Union working within the territory of such Local Union. Payment of such service dues is an incident of membership, and a failure on the part of a member working in the territory of a sister Local Union to pay such service dues shall subject him/her to charges for violation of the provisions herein contained; provided that such failure shall not be used

as the basis for adversely affecting the employment rights of a member.

**Section 6.** Members sent by their employers from the jurisdiction of one Local Union into the jurisdiction of another Local Union shall immediately report to the Secretary, Business Representative or President of the Local Union in whose jurisdiction they are located before starting to work. Said members shall receive from their employers at least the established wage scale of the Local Union of which they are members and in no case less than the established wage scale of the Local Union in whose jurisdiction they are employed and shall otherwise comply with the established working rules and conditions of the Local Union in whose jurisdiction they are located and said members shall not be required to transfer their membership to the Local Union in whose jurisdiction they are temporarily employed.

**Section 7.** Nothing contained in this Article shall be construed to limit the duties of any individual member under any other Article or Section contained in the Constitution or in the By-Laws of this Local Union and the International Union and he/she shall be bound by all other provisions which apply to him/her.

**Section 8.** Clearance cards shall be issued by the proper officers of a Local Union to a member when such member is sent to work in the territory of another Local Union.

**Section 9.** The Professional Code of Conduct and Standards of Mutual Responsibility, adopted or revised by the International Executive Board, are hereby adopted and made a part hereof for, and on behalf of, all members of the United Union of Roofers, Waterproofers and Allied Workers as a measure of proper trade union practices and conduct.

**Section 10.** The Statement of Personal and Professional Standards of Conduct adopted or revised by the International Executive Board are

hereby adopted and made part hereof in all respects for and on behalf of all International, Local Union and District Council Officers and Executive Board Members of the United Union of Roofers, Waterproofers and Allied Workers.

### ARTICLE III **Membership Standing**

**Section 1.** The term, “member in good standing” or “member in continuous good standing”, shall include the payment of all dues, including checkoff dues for members working under the terms of a Collective Bargaining Agreement, and other outstanding obligations as provided for in this Constitution and By-Laws and in addition, such member shall not have been removed by action of any tribunal for misconduct or violation under the Constitution and By-Laws of this International Union or the Constitution and By-Laws of the Local Union of which he/she is a member.

**Section 2.** To be a member in good standing, all dues, including check-off dues for members working under the terms of the Collective Bargaining Agreement, and other outstanding obligations of such member must be paid on or before the last day of the third month after the due date. Any member who has not paid such dues or obligations in the manner set forth above is not a member in good standing and is removed from the rolls.

**Section 3.** In the event a member elects to pay his/her dues or other outstanding obligations by mail, the effective date of such payment shall be the first business day on which it is received by the Local Union. It is the duty of each member to see that his/her dues and obligations due to this International Union are promptly paid and no one else may be held accountable for the payment or collection of fees.

ARTICLE IV  
**Burial Benefit Clause**

**Section 1.** To encourage the prompt payment of dues and subject to strict compliance with the provisions of the Constitution and the International By-Laws in all respects, a Burial Benefit Plan is established to assist members of this International Union. It is specifically understood that this International Union is not an insurance company or a fraternal benefit association and the provisions relating to these burial benefits are to be strictly adhered to. Nothing contained herein shall raise any other presumption. The International Union has full jurisdiction of the Burial Benefit, and at no time is the Local Union responsible for the payment and/or authorization of this Burial Benefit.

ARTICLE V  
**Transfers and Withdrawals**

**Section 1.** Any member in good standing who desires to accept employment in the jurisdiction of a Local Union other than that of which he/she is a member shall apply to the Secretary of his/her Local Union for an official transfer card. No fee or service charge shall be requested of any member by the Local Union for such a transfer card. Transfer cards and the issuance of such are per the International Constitution and By-Laws, Article VII.

**Section 2.** Any member desiring to receive an honorable withdrawal shall apply for and be granted such withdrawal upon payment of a twenty-five dollars (\$25.00) fee and upon compliance with all obligations and procedures provided for. Five dollars (\$5.00) of said fee shall be forwarded to the International Office, and the remaining twenty dollars (\$20.00) of the fee shall be retained by the Local Union office. A withdrawal card shall be void if not presented for deposit within twenty-four (24) full months from the date of issuance. Withdrawal cards and the issuance of such are per the International By-Laws, Article VIII.

**Section 3.** A member against whom any charges are pending or whom has an outstanding fine or other penalty shall not be entitled to a transfer or withdrawal card.

**Section 4.** Whenever the Local Union has authorized or is on strike, a withdrawal card will not be issued to any member of that Local. A transfer card will not be issued to any member whom wishes to transfer to another Local Union within this Local Unions' home state.

## ARTICLE VI Working Rules

**Section 1.** All members of this local shall verify that every employee (Journeyman and/or Apprentice) on the same job has a Union card and such card is in good standing, unless otherwise provided for under the Collective Bargaining Agreement.

**Section 2.** All members of this Local when ordered to report for work on a Sunday or Holiday, shall secure permission from the Business Manager of this Local Union, stipulating the location of the job and the names of all members that are to work on such job.

**Section 3.** A shop steward will be appointed by the Business Manager and he/she will be the first to be placed at work from any shop and the last to be employed within that shop. All shop stewards are required to make monthly Union meetings.

**Section 4.** No member shall work for an employer that does not have a Collective Bargaining Agreement with the Local Union office, except by permission of the Business Manager.

**Section 5.** It shall be the duty of any member in a supervisory capacity, such as a Foreman or Shop Steward, to notify this Local Union or Business Manager of the following;

- a. of any infraction of this Constitution and By-Laws or the

- working rules of this Local or that of the International Union.
- b. shall report to the Business Manager any employees on a work site that are not of membership status;
  - c. shall request appointment of a job steward where four or more employees are on a job. The job steward will be the last employee to leave the job.

**Section 6.** Each member must notify the Union Office and/or the Business Manager when they have been laid off or terminated from employment under the Collective Bargaining Agreement for any reason.

**Section 7.** Each member that is deemed disabled by their physician, whom wishes to seek a reduction in membership dues, must notify the office of disability and request such reduction. The Local Union cannot retroactively reduce the membership dues or fees.

## ARTICLE VII Meetings and Rules of Order

**Section 1.** Regular Monthly Union Meetings shall be held on the 3<sup>rd</sup> Wednesday of each month, at 6:00 p.m., at the Union Hall.

**Section 2.** Seven (7) members in good standing shall constitute a quorum or other suitable number adopted by the membership. The quorum must include two (2) non-officers.

- a. Regular monthly meetings may be dispensed with during the months of July, August (due to heavy work months) and December with a majority vote of those members in attendance at the preceding meeting.
- b. Time and Place of Special Meetings will be set by the President **and/or Business Manager** at the call of a Special Meeting.
- c. A special meeting may be called, when requested by five (5) or more members in good standing, and when approved by the Executive Board.

**Section 3.** Roberts Rules of Order shall the authority to decide all questions not herein provided for insofar as consistent with the laws and regulations of this Local Union.

- a. Calling meeting to order;
- b. Roll call of officers and members;
- c. Appointment of Sergeant at Arms
- d. Reading of previous minutes;
- e. Propositions for members and initiation of candidates;
- f. Communications
- g. Executive Board Report
- h. Business Manager Report
- i. Agent Organizer Report
- j. Financial Reports
- k. Unfinished Business
- l. New Business
- m. Good and Welfare of the membership
- n. Names of Suspended Members
- o. Adjournment

**Section 4.** Members at all times shall respect the rights of all officers and other members. If any member shall refuse to come to order when ordered to do so by the Chairman/President, he shall be subject to dismissal from the hall.

**Section 5.** Every member who wishes to speak or offers on a motion;

- a. shall stand and shall respectfully asked to be recognized by the chair;
- b. shall speak in a respectable manner and without indecorous language or language that demeans the Local Union;
- c. shall speak only on the matter of debate or question at hand;
- d. shall be limited to five (5) minutes or less, unless granted an extension by the Chair;
- e. shall sit down when finished, or when asked by the Chair; and
- f. shall refrain from further comments or discussion unless further recognized by the Chair.

**Section 6.** No member shall disturb another while he/she is speaking unless calling to order, as either recognized by the Chair or Sergeant at Arms.

**Section 7.** When it is necessary for the Chairman to call for a vote, the following shall apply;

- a. the Chairman shall announce the need for a vote;
- b. the Chairman shall open the floor for discussion;
- c. the Chairman shall recognize each member wishing to speak per Section 4;
- d. the Chairman, may call for a vote by a show of hands or a poll, except under the following conditions which shall be done by secret ballot;
  - i. Contract Ratification
  - ii. Strike Vote
  - iii. Delegates to the Convention
  - iv. Dues and/or Dues Assessment increases or decreases.
  - v. Or otherwise called for under the Constitution and By-Laws of the International or Local Union.

## ARTICLE VIII

### **Negotiations and Contract Ratification**

**Section 1.** The negotiation committee shall be appointed by the President;

- a. No later than the March regular meeting, in the year in which the Collective Bargaining Agreement expires;
- b. The committee shall consist of the Business Manager plus three (3) other members in good-standing;
- c. The committee shall formulate the demands to be presented to the employers, and
- d. shall meet with the employers committee for the purpose of negotiating the terms and conditions of the upcoming Collective Bargaining Agreement;
- e. shall present to the Executive Board the terms and conditions that are negotiated with the employers, and

- f. upon approval of those terms and conditions with the Executive Board, present the negotiated contract to the membership.

**Section 2. Contract Ratification and Strike Vote**

- a. Notification of any meeting regarding contract ratification and/or a strike vote shall be done with a minimum of a 5-day notice, in a manner that is reasonably assured the member will receive notification.
- b. Votes must be held by secret ballot, and all ballots must be maintained in a manner as put forth in the Constitution and By-Laws. Only eligible members actively working, or available for work in the trade, can vote.
- c. A contract will be considered ratified by a majority vote of those members in attendance, for a Special Meeting called for that purpose.
- d. A “Strike” vote is subject to the rules and regulations of the International Union. A strike vote, in the affirmative, will require at least 51% of the active members covered by the involved contract, provided that the described minimum shall not be applicable if a strike vote is by mail referendum, in which event, the majority may be of ballots returned. Only eligible members actively working, or available for work in the trade, can vote on a strike authorization.
- e. Failure to either ratify a contract or strike, shall result that all employees continue employment under the current Collective Bargaining Agreement, until such time a ratified agreement is reached;
- f. The terms of which commencement date shall be determined by the newly ratified Collective Bargaining Agreement.

Article IX  
**Amendments Adoption**

**Section 1.** This By-Laws may be amended at any time by a majority vote of the membership at a special meeting set for such purpose. No ARTICLE shall be changed more than once per year.

**Section 2.** Any proposed alteration, amendment or modification to this By-Laws must be presented in writing and signed by five (5) members in good standing then read at two different regular meetings previously set to the vote for such amendments.

**Section 3.** This By-Laws shall become effective upon approval of the International Union and a majority vote of the Local Union membership.

ARTICLE X  
**Certification**

I hereby certify that, to the best of my knowledge, the foregoing is a true copy of the law, as amended and approved on this the 20<sup>th</sup> day of April, 2022.

Charles Gratton  
Financial Secretary-Treasurer

## RITUALS INSTALLATION OF OFFICERS

**THE WARDEN** will assemble the newly elected officers, standing in a semicircle facing the stage.

**CHAIRMAN:** (Three raps of gavel.) “All persons in the hall shall stand and remain standing during the entire ceremony.”

**CHAIRMAN:** (READ to officers elect.)

“(Ladies and) Gentlemen, the members of this organization, having confidence in your ability, integrity and moral character, have by their individual franchises, intelligently and legally exercised, declared you worthy of the honor and fit subjects to assume the office to which you have been elected; you will now raise your right hand and repeat after me the following:

**(OFFICERS ELECT repeat with the chairman.)**

“I (give name), do hereby solemnly pledge upon my honor that I will faithfully discharge the duties of my office of this Union; that I will support the Constitution of the United Union of Roofers, Waterproofers and Allied Workers, Local No..... and its laws and the laws of the International Union, and that I will enforce the same to the best of my ability without prejudice or partiality.

“I further declare that I am not a member of nor in any manner affiliated with any subversive organization. I promise that while a member of this Union I will not become a member of, or in any manner affiliate with, any such subversive organization.”

(Have hands lowered.)

**CHAIRMAN:** (Read to entire assembly.)

“(Ladies and) Gentlemen, you have witnessed this obligation as administered and assumed. It becomes your duty to zealously guard and protect these officers in their duties, and also to immediately bring to their sense of responsibility any violation thereof.

“By virtue of the authority vested in me by your International Union, the United Union of Roofers, Waterproofers and Allied Workers, I now pronounce you the legal officers of this union. You will immediately take possession of, and occupy, the office to which you have been elected. You will administer and execute the mandates of this Union as prescribed in the International Constitution and By-Laws until your successor in office has been properly established or you are relieved of your duties.”

**CHAIRMAN:** (One rap of gavel. All be seated.)

## INITIATION OF MEMBERS

**THE WARDEN** will bring the candidate(s) to a position directly in front of the stage, then have all candidates face the members in the hall.

**PRESIDENT:**

“(Ladies and) Gentlemen, it is my pleasure to present the candidates (give each candidate’s name, left to right). Your committee has diligently and fully investigated the moral character, the mechanical ability and honesty of belief in Union principles of the candidate(s) for membership in this Union.

“They have declared their intention to uphold and assist in the furthering of the traditions, principles and aims of organized labor.”

(Have candidate(s) turn around and face the President.)

**PRESIDENT:** (Three raps of gavel.) “All persons in the hall shall stand and remain standing during the balance of the ceremony.”

**PRESIDENT:** (Read to candidate(s)):

“(Ladies and) Gentlemen, in the obligation you are about to assume, there is nothing but that which fosters the amalgamation of individual efforts into collective efforts for the advancement of the trades of this union. With that understanding you will now elevate your right hand and recite with me the following obligation, using your name where I use my name:

**(CANDIDATE(S):** Repeat with the President.)

“I, (give name), in the presence of the members of this Union, promise and pledge my sacred word of honor without reservation or evasion that I will support the Constitution and By-Laws of this Union and the International Union; that I will never allow matters of political or religious differences to interfere with the discharge of my duties of this Union; that I will never reveal any of the private business of the Union and the International Union to anyone not entitled to know the same.

“I also promise that I will not knowingly wrong a member or see one wronged without giving him/her due notice if in my power to do so; that I will keep inviolate the traditional principles of the American laborer; to be respectful in word and considerate to the weak and defenseless, and never discriminate against a fellow worker. I further promise to defend freedom of thought and Trade Union principles, and to purchase all union made goods when in my power to do so.

“I further declare that I am not a member of, or in any manner affiliated with, any subversive organization. I promise that while a member of this Union I will not become a member of, or in any manner affiliated with, any such subversive organization.”

**PRESIDENT:** (One rap of gavel. All be seated.)



**United Union of Roofers, Waterproofers  
and  
Allied Workers**

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