

BY-LAWS

LOCAL NO. 20

**International Union
of
Elevator Constructors**

**January 1, 2023
Louisville and Lexington, Kentucky**

**Amended June 13, 2024 &
December 12, 2024**

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CONSTITUTION AND BY-LAWS

I.U.E.C. LOCAL 20

LOUISVILLE, KENTUCKY

ARTICLE I – Name, Affiliation and Jurisdiction

This organization shall be known as THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, Local Union No. 20. This local has been issued a charter by the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS and is subject to the constitution, by-laws, rules, regulations, and practices of the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS.

ARTICLE II - Objectives

The objectives of this union shall be to encourage a higher standard of skill among its members, to cultivate a feeling of friendship among the craft, to obtain and maintain a fair standard of wages, to assist each other in securing employment, to protect the jurisdiction of the craft, to engage in cultural, civic, legislative, fraternal, educational, charitable, welfare, social and other activities which further the interests, directly or indirectly, of this organization and its membership and to use all legal and appropriate means for the accomplishment of the forgoing objectives.

ARTICLE III – Regular Scheduled Meetings

Section 1. The regular scheduled meeting of this local shall be held on the second Thursday of each month at 6:00 P.M., at such a place as shall have been selected by the Local. No notice of regular meetings shall be required. If a regular scheduled meeting falls on a recognized holiday by the Collective Bargaining Agreement the regular monthly meeting will be held the next available Thursday; a holiday does not interfere.

Section 2. At the direction of the Executive Board, or upon written request of not less than 10 members, the President shall call a special meeting of the Local upon reasonable written notice to the membership. The notice shall specify the business to be brought before such meeting and only the business so specified shall be considered at the meeting.

Section 3. A quorum for the purpose of transacting any business by the Local shall consist of not less than 10 members present in person at any regular or special meeting. No action of any meeting shall be invalid for the lack of quorum unless the question of lack of quorum was raised before such action was taken. A regular meeting may transact any and all business coming before it without prior notice of the business to be transacted at such meeting, except as otherwise specifically provided in these By-Laws. All decisions of a local meeting shall be by majority of the members voting unless otherwise specifically provided by the By-Laws.

Section 4. No member shall attend a meeting under the influence of alcohol or any other controlled substance nor conduct himself while at the meeting in such a manner as to interfere with the proper and orderly conduct of the business of the Local.

He must comply with and obey all requests or orders by the presiding officer pertaining to the conduct of the meeting and at no time use vulgar or profane language to make any slanderous statements or accusations toward any member or officer of the Local or the International Union. Any member entering the meeting, who, in the opinion of the chairman, is under the influence of alcohol or a controlled

substance, shall be ejected. Any member who uses profane or unbecoming language during the meeting or who otherwise disrupts the meeting shall be admonished by the chair and if he shall again offend, they shall be excluded from the room and may be subject to disciplinary action under Article XVIII of the IUEC Constitution and By-Laws.

Section 5. Unless otherwise provided, either by the laws, practices, or vote adopted by this Local, Roberts Rules of Order shall be the guide and authority for the method of conducting the affairs of the Local and its meetings.

Section 6. Order of Business. The order of business to be followed at a regular meeting shall be the following:

1. Pledge of Allegiance.
2. Opening of meeting and roll call of officers.
3. Reading of minutes of previous Regular and Executive Board meetings.
4. Communications and bills and actions thereon.
5. Initiation of candidates.
6. Reports of committees, and propositions of new members.
7. Reports of delegates.
8. Reports of officers.
9. Unfinished business.
10. New business.
11. Reports of financial officers.
12. Good and welfare.
13. Adjournment.

ARTICLE IV – Elected Officers

Section 1. The officers of this Local shall consist of a President, Vice-President, Recording Secretary, three (3) Trustees, Warden, Correspondent to the Journal, Business Manager/Financial Secretary-Treasurer a Defense Fund Trustee and an Executive Board to consist of 9 members. These Officers shall be elected in accordance with the provisions of Article XI.

Section 2. Officers shall serve for the term specified below, or until their successors are elected, installed and duly qualified, provided that where a Local is placed under international supervision, the terms of the office of said officers shall automatically expire. The Trustees shall serve for a term of three (3) years and shall be elected in such a manner that the term of the Trustees shall expire at the end of each term successively. The Business Manager/Financial Secretary - Treasurer shall serve for a term of three (3) years. The Executive Board shall serve for a term of three (3) years and shall be elected in such a manner that the term of two Executive Board members shall expire at the end of each term successive. President, Vice President, and Recording Secretary shall serve for a term of 3 years and shall be elected in

such a manner that their terms shall expire at the end of each year successively. All remaining officers, including the Defense Fund Trustee, shall serve for a term of one (1) year. Neither the President, Vice-President, Recording Secretary, Financial Secretary – Treasurer, Business Manager, Defense Fund Trustee, nor any member of the Executive Board can act as a Trustee.

Section 3. No member shall be eligible to hold office in this Local Union in any capacity unless such member has been a member in good standing in this Local Union for two (2) years prior to his election.

Section 4. No member may hold office in violation of the Labor Management and Disclosure Act of 1959 relating to Communist membership and the commission of crimes.

Section 5. All officers of the Local must, as a condition of holding office, execute all necessary forms required by law to be filed with any State or federal agency, either for or on behalf of the Local, or as an officer or employee thereof.

Section 6. No officer or member shall be empowered to contract any indebtedness unless authorized by the Local.

Section 7. If applicable, upon the installation of a new Business Manager/Financial Secretary/Treasurer into office, the Local will pay the salary of the newly elected Business Manager/Financial Secretary/Treasurer for a period of two (2) weeks prior to them taking office for a transitional period.

ARTICLE V – Duties of Officers

Section 1. President

1. It shall be the duty of the President to preside at all meetings of the Local, conduct the same in accordance with the parliamentary rules; rule on all questions of law, procedure, and points of order; have the deciding vote in the case of a tie; announce the results of all votes; and enforce a due observance of order.

2. He shall enforce the provisions of the Constitution of the International and the By-Laws, as well as all duly adopted rules, resolutions, and regulations of the Local.

3. He shall appoint all committees unless directed otherwise by the Local.

4. He shall examine and sign all official documents requiring his signature and countersign all orders of money.

5. He shall exert general supervision over the interests of the Local and perform such other duties as may be required of him by the Local Union consistent with the provisions of these By-Laws and the policies of the International.

6. He shall automatically become a member of the Executive Board for the period of his term.

7. By virtue of his office, his annual IUEC Dues will be paid by the Local.

Section 2. Vice President

1. It shall be the duty of the Vice President to assist the President in conducting the meeting of the Local. In the absence of the President, he shall in every respect discharge the duties of the President. He shall perform such other official duties as may be assigned to them by the Executive Board for the welfare of the Union, not inconsistent with the Constitution and By-Laws.

2. He shall automatically become a member of the Executive Board for the period of his term.

3. By virtue of the office, the Vice President, shall be the Chairman for the Local's Safety Committee.

Section 3. Recording Secretary

1. It shall be the duty of the Recording Secretary to keep a correct account of all proceedings of the Local and accurate records of attendance at all meetings, and he shall record the reports of all committees.

2. He shall draw all orders on the Treasurer passed by the Local and endorsed by the Trustees and the President by attesting the same by their signatures.

3. He shall have the charge of the seals of the Local and attach the same to all documents requiring authentication.

4. The Recording Secretary shall maintain a record of all members in good standing with their last known address. Said records shall not be open to inspection by any member except as and to the extent required by law.

5. He shall also perform such other duties as are required by the Local, and at the expiration of his term of office, or when called upon by the Local, he shall deliver to his successor in office, or the Board of Trustees, all property in his possession belonging to the Local.

6. He shall automatically become a member of the Executive Board for the period of his term.

7. By virtue of his office, his annual IUEC Dues will be paid by the Local.

Section 4. Business Manager/Financial Secretary/Treasurer

1. As Business Manager of the Local Union, by virtue of his election to the office of Business Manager, shall be a delegate to the Central Body and the Building and Construction Trades Council. His election to office shall constitute his election as a delegate to the International Union of Elevator Constructors' Convention.

2. The Business Manager is the principal officer of the Local Union, who meets in daily contact with the public and the employer. He shall have control over the day-to-day operation and affairs of the Local Union. When circumstances arise to negotiate special conditions with the employer, the Business Manager shall follow the provisions of Article XXVI of the Master Agreement.

3. The Business Manager shall vigilantly protect the trade jurisdiction of the Elevator Constructors in the Elevator Industry in his locality. He shall compel employers to observe and respect the Standard Agreement, and all other agreements of the Union and shall adjust all grievances between members of his Local Union and their employers with justice and fairness. He shall foster and promote the employment of the members of the Local Union.

4. Where authorized by the Local Union, he shall collect dues and report to the Recording Secretary at each meeting the amount that he has received for insertion in the minutes. He shall also report at each regular meeting the amount received, and at the close of each meeting, he shall turn over to the Treasurer all monies collected by him, and the Treasurer's receipt shall be sufficient voucher for the same.

5. In case of any trouble arising between meetings, where assistance may be required, he may call upon the Executive Board to settle the matter.

6. He shall make a report at each meeting of the number of members out of employment who have reported, shall state the conditions of the Trade and other matters of interest to the Local. His report shall be in writing and be turned over to the Recording Secretary at each meeting. He must keep regular office hours. He shall perform such other duties as the Local shall direct, or the Constitution and By-Laws may require.

7. The Business Manager shall be paid as set forth by the International Constitution and By-Laws. He shall receive from the Local the benefit package as per the Standard Agreement and the International Constitution and By-Laws.

8. As Financial Secretary/Treasurer, it shall be his duty to keep a correct account of each member's indebtedness and to receive the monies due to the Local, giving a receipt for the same and entering the same into the Local's records.

9. He shall report at each meeting the amount of his receipts for insertion in the minutes. He shall also report at each regular meeting the amount of all financial transactions.

10. He shall submit his books and accounts to the auditors and Trustees for examination quarterly.

11. He shall read at the first meeting of each quarter the names of members who may be in arrears for dues, fines, or other property, and furnish the Recording Secretary with a list of such delinquents, and at the first meeting of each quarter he shall present, upon request, a balance sheet showing each member's account, and he shall present a list of paid-up members at each election. He shall issue no cards to said members until they are paid up.

12. The Financial Secretary shall maintain a copy of the Standard Agreement and a copy of any Local agreements the Local may have, together with all annual and financial reports to be filed under the Labor Management Reporting and Disclosure Act of 1959. The Financial Secretary shall make available for inspection by any member at the Local Union's principal office, during regular business hours, any of the reports or agreements which are subject, by statute, to inspection by Union Members.

13. The Financial Secretary shall be limited to expenditures of no more than a total of One Thousand Dollars (\$1,000), excluding bills and operating costs, at any time without being read and voted on by the Body.

14. At the expiration of his term of office, he shall deliver to his successor in office, or to the Board of Trustees, all the property of the Local in his possession.

15. It shall be the duty of the Financial Secretary to produce a Financial Statement, based on the CPA's Year End Report, of the previous year and a Proposed Budget for the upcoming year by the end of the First Quarter. These reports shall be provided to the Executive Board and Trustees for review and approval.

16. The Business Manager shall be the Local's Safety Representative as outlined in the International Constitution and By-Laws Article XXVII, Section 2.

17. The Business Manager shall become a Notary for the Local.

Section 5. Warden

1. The Warden shall examine all present at the meeting and report to the President all those without a paid-up card.

2. He shall obtain the names of all candidates awaiting initiation and report the same to the President. He shall conduct the candidates through the initiation ceremony and shall perform such other duties as appertain to his office.

3. He shall have charge of the door at all meetings and see that no one, but members, shall enter, and be furnished with an assistant when necessary.

Section 6. Trustees

The Board of Trustees shall have supervision of funds and property of the Local. It shall be their duty to see that the Financial Secretary – Treasurer, President, Chairman of the Executive Board or the Recording Secretary deposit, in such banks as the Local may determine, all monies, over and above, the sum as set by the membership of contingent expenses, or legal bills. Further it shall be their duty to instruct the officer of the bank(s) to pay no money on behalf of the Local except on an order signed and countersigned in combination of two (2), by the President, Vice President, Recording Secretary and/or the Chairman of the Executive Board. They shall examine the bank books quarterly and perform such other duties as are prescribed in the Constitution and By-Laws, or as the Local may direct. In the case of absence of the Financial Secretary-Treasurer, Trustees shall act as custodians of all bank books. The Trustees shall make an annual audit review, with the report of the Local's C.P.A., of the books and accounts of the Local, and make a report of this audit to the Local. The Trustees shall make periodic reviews of the Local's books, once a quarter, and make a report at the membership meeting following each review. The Trustees shall be paid, at straight time Mechanics Rate, for their time spent checking the books.

Section 7. Executive Board

1. The Executive Board shall consist of nine (9) members of the Local, five (5) of whom shall constitute a quorum. They shall elect their own Chairman and Recording Secretary from among their own members. The regular meeting of the Executive Board shall be held on the second Thursday of each quarter at 5:00 P.M. Special meetings of the Executive Board shall be called by the Secretary when a request has been made for such a special meeting either by the President, Business Manager or Chairman of the Executive Board. The Executive Board has no authority to assume itself the authority to act on its own motion or to run the affairs of the Local and may only transact such business as referred to it by the Local Union or the Business Manager.

2. The Executive Board shall decide all grievances and appeals submitted to them in due form, and their decisions shall be binding until accepted by a majority vote of the body at the next meeting. The report and recommendations of the Board may be voted upon separately if the Local so desires.

3. If at any time the Executive Board shall deem a new law necessary to govern the Local, in a manner not provided for in the Constitution and By-Laws, it may submit an amendment to the

Constitution and By-Laws, together with its recommendation, at a regular monthly meeting for adoption in accordance with Article XIX.

4. All excuses of the elected officers for nonattendance at regular or special meetings shall be submitted to the Executive Board for their decision.

5. All members present at Executive Board meetings must vote on every motion submitted; this must be a recorded vote. Failure to do so by any member, he shall be declared absent from said meeting and after three (3) failures to vote or absent themselves from meetings, without excuse, his office is to be declared vacant by the Local.

Section 8. Defense Fund Trustee

The Defense Fund Trustee shall perform such duties as prescribed in the Defense Fund Trust Agreement.

Section 9. Correspondent to the Journal

The Correspondent to the Journal shall submit an article to The Elevator Constructor Journal, on a monthly basis, to reflect the interests of the Local.

ARTICLE VI – Committees

Section 1. The President, upon recommendation of the Local, may establish such Committees as desired and delegate specific duties to them. All committees shall perform the duties assigned to them within the time specified and shall report, in writing, and no member shall be excused from serving on committees when he is called upon unless excused by the President or unless he is a member of some other committee.

Section 2. The first person named on a committee shall act as chairman until said committee meets. Its members can then elect a permanent Chairman.

Section 3. Any committeeperson who is absent for three (3) consecutive meetings shall stand suspended from said committee.

Section 4. In no case shall a committee be discharged until a full and complete report and account of all transactions has been made.

ARTICLE VII – Delegates

Section 1. In addition to the Business Manager by virtue of his election to office, is a delegate to Central Bodies and the Building Construction Trades Councils, all other delegates to the Central Body and Building and Construction Trades Council shall be elected at the regular election in accordance with Article XI.

Section 2. In addition to the Business Manager as a delegate to the International Convention by virtue of his election to office, the number of elected Delegates that are sent to the convention are the maximum allowed by the International Constitution and By-Laws. in accordance with the provisions of Article XI. For the secret ballot election of such delegates there must be written notice of nomination and

election meetings. The number of alternate delegates sent to the Convention shall be voted on by the Local and they shall be nominated and elected according to Article XI.

ARTICLE VIII – Vacancies

Section 1. Temporary vacancies of any office shall be filled at each meeting by appointment by the President. Permanent vacancies caused by resignations, deaths, dismissals, removal from office, or loss of membership, may be filled by the President appointing a successor to fill the unexpired term, provided however, that where the vacancy is in a full-time paid office and more than one year of the unexpired term remains, the vacancy shall be filled in accordance with the nomination and election procedures set forth in Article XI.

Section 2. In the absence of the President and Vice President, the Recording Secretary shall call the meeting to order and the Local shall elect president pro term.

ARTICLE IX – Removal from Office

Section 1. If any Local Union Officer or Business Manager, or member of the Executive Board, shall fail to attend three (3) local union meetings within a calendar year, without reasonable excuse, his office shall be declared vacant by the Local Union.

Section 2. Officers of a Local Union may be removed from office, for just cause, after notice and trial in accordance with Article XVIII of the International Constitution and By Laws. The report of the Executive Board shall be accepted or rejected. An acceptance of the report of the Executive Board and removal of the officer shall require a majority vote of the members of the Local Union in attendance at a regular meeting of the Local Union.

Section 3. Any Member having been removed from office may not hold office for 3 years from date of removal.

ARTICLE X – Salaries or Expenses of Officers and Reimbursement of Committees and Representatives

Section 1. The salaries and manner of payment of expenses shall be fixed by vote of the Local – All members will be notified of a special vote. Salaries and expenses shall be paid weekly.

Section 2. Members serving on committees or as a Delegate may be reimbursed, and if compelled to lose their regular time for said duty, shall receive pay for same from the Local. No Committee, Representative, Delegate, Officer, or any other member of the Local, shall receive more than his regular wages, and then only with an open submission of a written itemized report with itemized receipts.

ARTICLE XI – Nomination, Election and Installation of Officers

Section 1. Except in the case of an election to fill a vacancy as provided for in Article VIII, the nomination of officers shall be held during the month of November, at the regular membership meeting.

All members in good standing shall have the right to nominate, vote for, or otherwise support the candidate of their choice.

Section 2. To be eligible for nomination, a member must have been a member in good standing for two (2) years immediately prior to the election. All candidates must be present at the nomination meeting to be nominated or, if unable to attend, a letter of acceptance, signed by the candidate, must be filed with the Recording Secretary.

Section 3. As candidates are nominated, their standing in the Local Union shall be checked by the Financial Secretary before the Presiding Officer permits the nomination to be listed. The Financial Secretary shall have available all books, records and other information required to establish the eligibility of each candidate, such as length of membership, good standing, and payment of dues.

Section 4. Where there are two or more running for office, the names of candidates shall be drawn from a hat. The first name drawn shall appear at the head of the ballot; the second name drawn shall appear below the first name, etc.

Section 5. After the close of nominations, the President shall appoint an election committee, composed of one judge and two tellers, to conduct the election, whose duty it shall be to safeguard the secrecy and honesty of the election, prepare and count the ballots, and announce the results of the election in a signed statement. After the ballots have been counted, the judge shall enclose the ballots in a sealed package and said package and other records pertaining to the election shall be delivered to the Trustees, or other responsible officers, who shall preserve them intact for a period of one year.

Section 6. The election of officers shall be by secret ballot at a regular or special meeting, held at least one month after the nomination meeting. The election committee, together with the Recording Secretary, at a minimum of fifteen (15) days prior to the election meeting, shall mail to every member in good standing a specific notice of the date, time and place of the election and of the offices to be filled. The President may designate the place or places where balloting may take place. Section 7. The election of all officers shall be by the ballot system and the candidate for an office receiving the greater number of votes shall be declared elected. Each member seeking to vote must present his dues card to the election committee for a check as to whether or not he is a member in good standing and is eligible to vote. Each member shall be entitled to one vote. There shall be no absentee voting (except in special circumstances where, in the sole determination of the election committee, a substantial number of the members will not be able to exercise their right to vote in person), and no voting by proxy and no write in voting. Any candidate may have an observer at the polls and at the counting of the ballots. Section 8. In cases of an election complaint, the complaining member or candidate shall submit his complaint in writing to the Recording Secretary within seventy-two (72) hours after the election results have been announced and such a complaint shall be heard and determined promptly by the Local Executive Board. A new election may be ordered only if it is determined that the matter complained of might have reasonably changed the result of the election.

Section 9. Installation of officers shall take place at the first meeting in January and, in case an officer does not appear for installation without a legitimate excuse within two (2) regular meetings after the time provided for installation, his office shall be declared vacant. The Executive Board shall determine what is or is not a legitimate excuse.

Section 10. The election of delegates to the International Convention and Central Bodies shall be conducted in the same manner as the election of officers and in accordance with the provisions of this Article and Article II, Sec. 2(a) of the IUEC Constitution. All members in good standing shall have the

right to nominate and vote in the election of delegates to the International Convention and Central Bodies. Any member in good standing in the International Union of Elevator Constructors in accordance with Article II, Sec 2(e) of the International Constitution and By-Laws shall be eligible to be a candidate to the International Convention.

ARTICLE XII – Property

Section 1. All officers at the expiration of their terms of office or when removed or when their office is declared vacant, shall deliver to their successors, all books, papers, money or other property in their possession, and they shall not be relieved from their obligations until this law is complied with.

Section 2. The funds or property of this Local shall be used only for such purposes as are specified in the Constitution and by-Laws and as may be required to transact and properly conduct its business, such as payment of salaries, purchasing of stationary, books, cards, printing, payment of rent, or any legally authorized bills against the Local.

Section 3. Except as noted below, the funds of the local union can only be expended after a vote of the membership authorizing the expenditure. After the membership has authorized expenditure, an order must be drawn on the Treasurer, signed by the authorized officers, and stamped with the seal of the Local. No appropriation of money can be voted on after 11:00P.M. The Business Manager or Business Representative is authorized in advance to direct the payment of bills and expenses related to the regular operation of the local, such as salaries, purchasing of supplies, payment of rent or other bills, subject to ratification of the membership,

Section 4. In voting on the expenditure of union funds, the local is prohibited from (1) directly or indirectly making loans, donations or gifts to union members or officers and (2) directly or indirectly dividing any portions of the union funds among the membership, provided, however, that the Local Union is not prohibited from expending union funds to pay salaries and other legitimate expenses of the local union officers, committee members, etc.

Section 5. No funds or property of this Local shall be loaned, given or expended to promote, support, endorse, assist or oppose, directly or indirectly, the candidacy of a member seeking or retaining office in the International Union or any of its local unions, joint boards or subordinate organizations.

Section 6. No funds or property of this Local shall be given away or expended to assist any seceding, dual or antagonistic organization which is violating the Constitution and By-Laws of the International. The funds or property of this Local shall be used only to effectuate the purpose and objects of the Local under and subject to the provisions of the International Constitution.

Section 7. Local unions funds derived from any source shall be held in the name of the Local Union and shall not be transferred or conveyed to any other person, body, committee, or organization, whether incorporated or unincorporated, except that local unions may establish legal declarations of trust or appoint trustees to hold title to real estate for benefit of the Local Union.

ARTICLE XIII – Membership

Section 1. Qualifications. Every applicant for membership must be of good moral character and be eighteen (18) years of age or older and have at least a high school education or its equivalent. He shall not be a member of the Communist Party or any subversive movement or party which believes in or teaches the overthrow of the United States Government by force or by illegal or unconstitutional methods.

Section 2. Procedure on Applications. Every qualified applicant for membership shall complete an application form and file it with the Joint Apprenticeship Committee (JAC) at the time of a Local recruitment and at that time follow the National Elevator Industry Educational Program (NEIEP) guidelines for admission to the Trade. The applicant shall be required to sign an Apprenticeship Agreement with the Local 20 JAC and attend all schooling as prescribed in the NEIEP Standard Operating Procedures.

Section 3. Initiation. A Probationary Apprentice shall qualify for initiation to the Local after they have met the requirements of the Collective Bargaining Agreements. After the candidate has been notified to appear for initiation, should he fail to present himself within thirty (30) days after being notified, the time may be extended for good cause by a vote of the majority of the members present at the meeting at which the extension of time is asked for. When presenting himself for initiation, he shall pay an initiation fee as set forth by the International Constitution and By-Laws (or such other fees as directed by the International). Upon payment of the initiation fee, each applicant for admission to membership shall take The Oath of Obligation prescribed in the International Constitution. After initiation, he must secure the quarterly working card from the Financial Secretary and shall be presented with a copy of the International Constitutional and By-Laws, the Local Constitution and By-Laws, the Current Master Agreement, and the Local Expense Agreement.

Section 4. Good Standing. A member who has lost his good standing in accordance with the IUEC Constitution and By-Laws shall be suspended from all rights and privileges of membership, including voice or votes in the Local Union unless otherwise provided herein. A member shall lose his good standing in the Local Union by (1) suspension or expulsion from membership after trial proceedings, pursuant to Article XVIII of the IUEC Constitution and By-Laws, or by (2) suspension or expulsion for nonpayment of dues in accordance with Article XIV of the IUEC Constitution and By-Laws. Dues are payable in advance on or before the first day of the month and the current quarterly working cards shall be obtained before the first day of the first month of each quarter. Any member owing over the amount of three (3) months IUEC Dues and Local Dues Rate, but less than six (6) months shall stand automatically suspended and he shall lose all privileges of Union membership until he is caught up on dues. A suspended member, upon becoming five (5) months in arrears, shall be so notified by the Financial Secretary by registered or certified mail at the member's expense. Whenever a member stand suspended for having owed over the amount of three (3) months' dues, he shall return to good standing only in accordance with Article XIV of the IUEC Constitution and By-Laws.

Section 5. Transfer and Withdrawal. Transfer and withdrawal cards shall be issued in accordance with the provisions of the International Constitution or any amendments thereto.

Article XIV - Dues and Assessments

Section 1.

Par.1

The initiation fee for membership in this Local shall be set forth by the International Constitution and By-Laws, except as otherwise directed by the International. A member whose status is Mechanic in Charge/ Mechanic/ Asst. Mechanic and Protected Temporary Mechanic, dues of this Local Union shall observe the Dues Formula of ["X" times the current total package (wage & benefits) of a mechanic per quarter in addition to IUEC Dues, Assessments, and Defense Fund assessment rounded to the nearest (\$1.00).] A Member whose status is Apprentice, dues of this Local Union shall observe the Dues Formula of ["X" times the current total package (wage & benefits) of a 70% Apprentice per quarter in addition to IUEC Dues, Assessments, and Defense Fund assessment rounded to the nearest (\$1.00).] Probationary Apprentice Fee Formula shall be ["X" times 50% mechanics rate rounded to the nearest (\$1.00)] a month until initiated into the IUEC. The initiation fee shall be considered paid in full upon initiation.

Par2.

The Variable "X" is the multiplier used to balance the projected expenses for the upcoming year. The quarterly dues shall be determined based on the Local's annual anticipated expenses, divided by the current number of members, divided into four equal quarterly payments. The current annual budget and annual dues calculation shall be available to all members for inspection and copying at the Local Union Hall. The "X" multiplier shall be known to the general body at the October meeting during the budget presentation/report for the upcoming year. The "X" variable is NOT to be used to create additional revenue for fixed expenses and is to be the same for Mechanics and apprentice alike. The "X" multiplier shall only be changed in accordance with Article XIV Sections 3 & 4. The result of the formula mentioned in this section shall be rounded to the nearest five-dollar increment. This annual increase of dues shall occur upon the changes made to the hourly wage. Any other increases or assessment of any kind, except that which is pertained to within the due's formula, shall refer to Article XIV Sections 3 & 4. It is the duty of the Executive Board to review the budget of the local at Least once per year to insure the financial stability for the Local's Members. No Officer or Member shall be exempt from paying dues and assessments except as hereinafter provided.

Section 2.

Under-Employed Members

Members seeking dues reduction must submit to the Financial Secretary a dues reduction form and proof of lost hours, 7 days prior to the 1st day of the 1st month of the quarter dues are due. If the above criteria are not met, full dues rate will be assessed as outlined in Section 1.

The following shall be the Dues Rates for under employed members as defined:

1. A member who works less than 120 hours per Dues Quarter shall owe the IUEC Dues, Assessments and Defense Fund assessments. The result of the Dues and Assessments mentioned shall be rounded to the nearest dollar (\$1) increment.

2. A member who works less than 240 hours but more than 120 hours per Dues Quarter shall owe in total, their dues rate multiplied by thirty-three-point three percent [33.3%]; rounded to the nearest (\$1) dollar increment plus IUEC Dues, Assessments and Defense Fund assessments.

3. A member who works less than 320 hours but more than 240 hours per Dues Quarter shall owe in total, their dues rate multiplied by sixty-six-point six percent [66.6%]; rounded to the nearest (\$1) dollar increment, plus IUEC Dues, Assessments and Defense Fund assessments.

4. A member who refuses work without a reason approved by the Executive Board (such as health, or family emergencies) or works more than 320 hours per Dues Quarter shall owe Full Dues at their normal rate, plus IUEC Dues, Assessments and Defense Fund assessments.

Section 3.

After a resolution has been introduced at a regular meeting of the Local to increase or change the rate/formula of dues, X Multiplier initiation fees, or assessments, or to levy an additional assessment, the resolution shall be laid over at least one meeting for consideration.

Section 4.

The Local shall mail specific written notice to each member at his last known home address at least fifteen (15) days prior to the meeting in which voting on whether such dues rate/ formula, initiation fee or assessment shall be charged or levied. The notice shall indicate either a change to the dues rate/formula or the assessment that shall be voted on. A majority vote by secret ballot of the members in good standing present and voting at such meeting shall decide the issue.

Section 5.

All fines imposed, or assessments levied shall be charged by the Financial Secretary to the member and shall stand and be payable before dues, except that no union security clause shall be enforced because of the failure to pay such fines or other disciplinary assessments. All Dues and Assessments must be paid on or before the last day of the month prior to the 1st month of the Quarter. The first day of each of the four [4] "Dues Quarters" are as follows: January 1st, April 1st, July 1st, and October 1st.

Par1.

Late Fees

Late fees will be assessed after the last day of the month prior to the 1st month of the quarter. Late fees shall be \$25 first day and \$5 each additional regular business day thereafter for all members late paying dues. All dues/ assessment checks mailed must be postmarked by the last day of the month prior to the 1st month of the quarter.

Par.2

Returned Checks

A member who has a check returned to the Local for Non-Sufficient Funds shall be considered late in the payment of their quarterly dues. This will result in the application of Article XIV, Section 5, Item 1, "Late Fees", plus any additional fees incurred by the Local for processing said check by any financial institution(s). A member that has a returned check shall be requested to leave the jobsite, and remain offsite, until such dues, fines, and assessments are paid to the Local.

Par. 3

Appeals

Any disputes, discrepancies, or appeals concerning levied fees or fines may be appealed to the Financial Secretary and/or the Executive Board.

Effective Date

This revised Article will take effect January.

ARTICLE XV – Mechanic/Apprentice Classification Change

Section 1. All Mechanics or Apprentice who have recently passed the Mechanic’s Exam must report to the Business Manager if they wish to change their status to Assistant Mechanic.

Section 2. Should a mechanic reduce his classification without notice to Business Manager, after notice, charges, in accordance with Article XVII, shall be filed.

Section 3. Any Apprentice asked to work as a Temporary Mechanic must check with the Business Manager before assuming such a position and must check in on a weekly basis or be subject to charges, fines and/or penalties in accordance with Article XVII.

ARTICLE XVI – Duties of Members

Section 1. All members of this local union shall have the duty to:

1: Notify the Business Manager of their current place of residence and phone number

2: Notify the Business Manager of when they:

- a) Change jobs on Construction or Modernization
- b) Go on vacation
- c) Start a construction, modernization, or major repair job
- d) Unload trucks
- e) Set a jack in the hole
- f) Work any job where the mechanic/apprentice ratio is not 1:1
- g) Go out of town to work
- h) Are sent to another Local’s Jurisdiction to work
- i) Are laid off and/or return to work
- j) Are injured on or off the job
- k) Are not working for whatever reason
- l) Are asked to work as a Temporary Mechanic
- m) On any job where cab or hoistway door frame- work is being performed

3: Carry the working card while at work and show such card when called upon, and

4: Comply with the provisions of these By-Laws, the IUEC Constitution and By-Laws and all working agreements of the Local and International.

For failure to fulfill these duties, or for commission of any offense specified in Article XVIII of the IUEC Constitution and By-Laws, members may be disciplined in accordance with Article XVIII of the IUEC Constitution and By-Laws.

ARTICLE XVII – Discipline, Trials, Appeals

Section 1. Any member having knowledge of the violation of any section of this Constitution and By-Laws is duty bound to prefer charges against the offending member.

Section 2. The provisions of Article XVIII of the IUEC Constitution shall be followed with respect to charges, trials, penalties, and appeals.

Article XVIII - Local Benefits

Section 1. All Local meetings and gatherings shall have food and non-alcoholic beverages provided at the Local's expense.

Section 2. Floral Offerings shall be sent at the Local's expense, to the funeral of any member/retiree or to the funeral of a member's/retiree's spouse or unmarried minor child.

Section 3. Flowers shall also be sent to a member/retiree or their spouse when hospitalized.

Section 4. Any member in good standing in Local 20, after having been off for 20 working days on account of sickness or injury, may receive a quarterly working card, at the Local's expense for up to four (4) consecutive quarters.

Section 5. Local 20 will have a Retiree's Picnic after the regular meeting in May. Invitations will be sent out to all Local 20 retirees, 15 calendar days before the meeting. All food and beverages will be covered by the Local. The Local shall provide a budget of no more than \$1,500.00.

Section 6. Local 20 shall have an Annual Bill Motley Memorial Picnic. A Volunteer Picnic Committee (VPC) shall determine the date, place, and time of the event. The Local shall provide a budget of no more than \$3,000.00. Any more money needed would need to be approved through a motion passed at a regular monthly meeting.

Section 7. Local 20 shall have a Voluntary Apparel Committee (VAC), comprised of volunteers, along with at least one (1) Trustee and the Business Manager/Financial Secretary/Treasurer, to oversee the design and purchase of Local 20 apparel. The Local will designate an Apparel Account separate from the General Account to fund the purchase of apparel. A Chairman shall be elected by committee members at the first committee meeting of the year. The Apparel Committee Chairman will report at the regular monthly meetings any changes of designs or offerings along with item counts and monies available in the Apparel Account. It will be the responsibility of the VAC to come up with fair pricing to maintain the Apparel Account.

ARTICLE XIX – Amendments

Any amendments or alterations to this Constitution and By-Laws must be submitted in writing by five (5) members in good standing or by the Executive Board at a regular meeting and read through three (3) consecutive meetings and then passed by a simple majority vote of the members present. Members shall be notified to attend all final action. Any alteration or amendment thereafter shall be applicable to the members of this Local in the same manner as if the said laws were inserted in these rules.

ARTICLE XX – Saving Clause

If any provision of this Constitution and By-Laws shall be declared invalid or inoperative by any competent authority of the executive, judicial or administrative branches of the Federal or State Government, the remainder of this Constitution and By-Laws shall not be affected thereby.

It is understood that during the enforcement of this Constitution and By-Laws, should any part of the provisions herein contained come into conflict with the International Constitution and By-Laws, the Standard Agreement, rulings of the International Executive Board or any city, state or federal laws, such provisions will be set aside.

The use of either the masculine or feminine gender in this Constitution and By-Laws will be understood to refer to either in both the masculine and feminine gender.

ARTICLE XXI – Rewrite and/or Review

These Constitution and By-Laws shall be reviewed by the Local Executive Board on a five (5) year basis within three (3) months of signing a new International Contract.

I.U.E.C LOCAL 20 DEFENSE FUND TRUST AGREEMENT

The parties to this revocable trust agreement are Local 20 of the International Union of Elevator Constructors ("GRANTOR") and the TRUSTEES of the IUEC Local 20 Defense Fund ("Defense Fund").

WHEREAS, GRANTOR has duly adopted a By-law authorizing the establishment of the Defense Fund; and WHEREAS the Officers and Members of Local 20, IUEC, desire to create a fund to provide financial support to members of Local 20, IUEC, who are unemployed as a result of authorized employee work stoppages and employer-initiated work stoppages: and

WHEREAS, the Officers and Members of the Local 20, IUEC, desire to ensure that the assets of the Defense Fund shall be maintained separate and distinct from the assets in the General Fund of Local 20, IUEC:

NOW THEREFORE, the said GRANTOR and the TRUSTEES, enter into this Trust Agreement for the creation and administration of the Defense Fund.

1. The GRANTOR, acting by and through its Executive Board, and empowered to so act by the Local 20, IUEC By-laws, as amended, properly and duly adopted, hereby deliver to TRUSTEES, selected below, in trust, the property described in Schedule A, attached. The TRUSTEES agree to hold and administer, and distribute all of such property, together with all additions thereto and reinvestment

thereof, as the corpus of a separate trust estate in accordance with the terms and conditions set forth in this Trust Agreement.

2. The GRANTOR designates and appoints the Local 20 Executive Board Chairman, Chairman of the Local 20 Trustees, the President of Local 20, and one member of Local 20 elected at large, as the Defense Fund TRUSTEES for the use and purposes and upon all the terms, provisions and conditions hereinafter specified and provided, and the said TRUSTEES agree to undertake and declare for themselves and their successor TRUSTEES that they and their successor TRUSTEES shall accept, receive, hold and manage all monies and funds which shall be transferred to or received by said TRUSTEES or their successors, as TRUSTEES hereunder, solely for and upon the uses and purposes hereof and strictly subject to the provisions, powers, duties, and obligations hereinafter set forth in this Trust Agreement.

3. The TRUSTEES shall hold all assets and funds for the benefit of, and as TRUSTEES of the Defense Fund, and shall safeguard, protect and conserve all property conveyed and transferred to them as said TRUSTEES together with all accretions thereto from whatever source derived or acquired, strictly upon and for the following trust, uses and purposes, namely:

To accumulate the income derived and received from all principal assets and thereafter to hold, administer and distribute the income and principle as hereinafter provided.

4. The TRUSTEES and their successors shall have all the power and authority provided by law and shall have full power and authority at all times to hold, manage, conserve, and invest the property and assets held by them as TRUSTEES hereunder, until the same shall be distributed as herein provided.

5. The TRUSTEES, upon the recommendation of the GRANTOR, acting by and through Local 20's Executive Board, shall select and appoint an agent (i.e., a bank, mutual fund, or financial institution) for the purpose of holding and investing the assets of the Defense Fund. The criteria to be employed in selecting an agent shall be liquidity, security, and appreciation. Once an agent has been selected, the TRUSTEES may change the designated agent only with the assent of a majority of the members of Local 20's Executive Board.

6. The TRUSTEES may, with the consent of Local 20's Executive Board, engage the services of one or more attorneys and accountants in order to assist them in discharging the duties and responsibilities herein imposed.

7. The principal assets of the Local 20 Defense Fund shall consist of any and all contributions to the Defense Fund, from whatever source derived. The principal assets may be distributed by the TRUSTEES for the purpose of providing benefits to the employees represented by Local 20, IUEC, who lose time as a result of a work stoppage authorized by the International; who lose time as a result of respecting a picket line established by the Louisville Building Trades Council or other bona fide labor organization; or who lose time as a result of an employer lockout.

Principle assets may be distributed upon only approval by a majority vote of the TRUSTEES and a majority vote of the Local 20 Executive Board. Any vote to distribute principal assets of the Defense Fund shall be separate from a vote to distribute income.

8. The income of the Defense Fund shall be the accumulated assets of the Defense Fund which may be derived from the investment of the principal assets. The income of the Defense Fund may be distributed for the same purposes and pursuant to the same procedures as the principal assets, as set forth in paragraph 7 above. The income of the Defense fund may also be distributed to the General Fund of

Local 20 for the purpose of reducing the monthly dues or service fees of employees who are represented by Local 20 during an authorized work stoppage or employer lockout, provided that no distribution may be made for this purpose if the distribution would reduce Defense Fund assets to less than three hundred thousand dollars (\$300,000.00), and provided further that such an income distribution be made only upon approval by a majority vote of the TRUSTEES and a majority vote of Local 20's Executive Board.

9. The TRUSTEES shall keep full and proper books of account and records which shall be open to the inspection of the GRANTOR at all times, and which shall identify and distinguish between the Defense Fund's principal assets and its income from investments.

10. The TRUSTEES shall elect one TRUSTEE to serve as Chairman. Failing agreement, the TRUSTEE who has been a member of Local 20 for the most consecutive years shall be appointed to serve as Chairman. The signatures of the Chairman and any other one member of the TRUSTEES shall be required on all checks drawing on the Defense Fund account or on any order for release of Defense Fund assets.

11. In compliance with 29 U.S.C. § 502, each TRUSTEE or successor TRUSTEE shall be required to give a bond with a disinterested corporate surety for the faithful performance of the responsibilities hereby reposed in them and to provide protection against loss by reason of acts of fraud or dishonesty. The bond for each TRUSTEE shall be fixed at the beginning of the Defense Fund's fiscal year and shall be in an amount not less than ten percent (10%) of the funds handled by that TRUSTEE or his predecessor during the preceding fiscal year, but in no case more than \$500,000.00. In the first fiscal year of the Defense Fund, the amount of each TRUSTEE'S bond shall be not less than \$10,000.00. Any person who is not covered by the bond required by this paragraph shall not be permitted to receive, handle, disburse, or otherwise exercise custody or control of the Defense Fund's principal assets or investment income.

12. The Defense Fund TRUSTEES selected hereunder shall serve as long as they hold their present offices in Local 20, as provided by Article Four of the Local 20 By-laws. If any or all of the TRUSTEES resign, be replaced, or succeeded as TRUSTEES under Article Four of the Local 20 By-laws, then his or their successor or successors in said Local 20 offices shall succeed as Defense Fund TRUSTEES, as hereinafter provided.

13. Upon the death, incapacity, resignation, or removal of any Defense Fund TRUSTEE, the successor TRUSTEE shall exercise and discharge all of the powers, discretions and duties hereby imposed or conferred upon the original TRUSTEE. Each successor TRUSTEE shall succeed to the title, estate, powers, discretions, immunities and obligations of the original TRUSTEE hereunder and without the need of any conveyance or transfer.

The GRANTOR, acting through its Executive Board, shall obtain the written acceptance of this Trust Agreement by every successor TRUSTEE, using the form shown in the two final paragraphs of the Trust Agreement.

14. No TRUSTEE or successor shall be entitled to any compensation for services performed pursuant to this Trust Agreement.

15. If any part or portion of this Trust Agreement shall be decreed or adjudged to be invalid by any court of last resort, such decree or judgment shall not in any way affect the remaining parts or portions thereof which shall be wholly unaffected thereby, and which shall remain in full force and effect as if the invalid portions had never been contained herein.

16. The term of this Defense Fund shall be for a period of fifty (50) years from the date hereof, unless sooner terminated as hereinafter provided.

17. The GRANTOR reserves the right to terminate this Defense Fund at any time. Upon such termination or upon expiration of the term of this Defense Fund provided in paragraph 16, the assets of the Defense Fund shall be transferred to the General Fund of Local 20, IUEC, free of all trust conditions or restrictions.

18. This Defense Fund Trust Agreement may be amended by action of the GRANTOR provided that any amendment hereto is accepted by the TRUSTEES.

19. The Chairman of the Local 20 Executive Board, the Chairman of Local 20 Trustees, the President of Local 20, and the Local 20 member who has been selected as a Defense Fund TRUSTEE, hereby accept the foregoing Defense Fund Trust Agreement and agree to act as TRUSTEES hereunder and do hereby declare that they, and their successor TRUSTEES, will stand seized and possessed, of all property now or hereafter received or acquired by this Defense Fund, all for the Defense Fund's uses and purposes hereinbefore specified.

IN WITNESS WHEREOF, Local 20, International Union of Elevator Constructors, AFL-CIO, acting by and through its Executive Board and the Chairman of the Executive Board, the Chairman of the Local 20 Trustees, the President of Local 20, and the Local 20 member who has been selected as a Defense Fund TRUSTEE, agree to, accept and freely enter into this TRUST AGREEMENT

this _____ day of _____, 2009, A.D.