

ROOFING & WATERPROOFING CONTRACTORS

ASSOCIATION OF NEW YORK

BY-LAWS

ADOPTED OCTOBER 19, 1982

AMENDED JUNE 22, 2011

AMENDED MARCH 21, 2013

AMENDED FEBRUARY 4, 2020

ARTICLE 1

NAME

The name by which this Association shall be known is the ROOFING & WATERPROOFING CONTRACTORS ASSOCIATION OF NEW YORK, hereinafter called the Association.

ARTICLE II

OBJECTIVES

1. To do all things deemed necessary and proper to promote the best interests and welfare of the roofing and waterproofing industry.
2. To act as collective bargaining agent for all members in their labor relations with Local Union No. 8 of the United Union of Roofers, Waterproofers and Allied Workers.
3. To process, handle, adjudicate grievances, controversies, or disputes by or against members asserted against or by any union or unions which are subject to Joint Adjustment Board or other mediation or arbitration machinery established by the collective agreements entered into between the aforesaid Union or unions and the Association.
4. To obtain and diffuse accurate and reliable information relative to labor conditions in this and nearby areas, in the various industries served by the members of the Association.
5. To obtain and diffuse accurate and reliable information on all matters pertaining to the industry, and to promote the broadening of the scope of its operations.
6. To discourage and abate unfair trade practices in the industry.
7. To do all other lawful things, proper and conducive to the promotion of harmonious relationships and ethical conduct between members of the Association.

ARTICLE III

MEMBERSHIP

A. CLASSES

1. Regular Membership

A regular member shall be an individual, partnership or corporation engaged in the roofing business and having a collective bargaining agreement with the union with whom the Association acts as collective bargaining representative.

2. Affiliate Membership

An affiliate member shall be an individual, partnership or corporation affiliated with or a subsidiary of a regular member and who is engaged in the same or similar type of work as the member and who employs members of the Union with whom the Association acts as collective bargaining representative. A partnership or corporation representing a combination of two (2) regular members who join together in a joint venture shall be an affiliate member.

3. Honorary Membership

An honorary member shall be an individual who has served the Association, in the opinion of its members, with fidelity and honor.

B. CONDITIONS OF ACQUIRING MEMBERSHIP

1. The membership of this Association shall consist of individuals, partnerships and corporations actively engaged in the roofing business and having a collective bargaining agreement with the Union with whom the Association acts as collective bargaining representative.

2. Any individual, partnership or corporation qualifying under (1) above may make application by completing an application form and giving such information regarding the

business as may be requested by the Association.

3. Approval of any application for membership shall require a two-thirds (2/3) vote of the Association members present and voting.

4. An applicant wherein a stockholder, director, officer or partner, holds membership in a labor organization with whom the Association acts as collective bargaining representative shall be denied membership in the Association.

5. All applicants having a relationship with another company coming within the definition of an affiliate member are required simultaneously to obtain affiliate membership for said company.

C. CONDITIONS OF MAINTAINING MEMBERSHIP

1. Timely payment of all financial obligations to the Association shall be a condition for retaining membership.

2. Every regular member shall be required to conform and comply with the By-Laws and Resolutions regularly adopted by the Association as a condition for maintaining membership.

3. All regular members having a relationship with another company coming within the definition of an affiliate member are required to maintain affiliate membership for said company.

ARTICLE IV

DUES

1. The dues for each regular and affiliate member shall be fixed by the members of the Association and shall be payable in January of each year.

2. New members shall be required to pay their dues at the time they join, covering membership for the year in which they join.

ARTICLE V

MEETINGS

A. ANNUAL MEETING

The annual meeting of the Association shall be held in March of each year at a time and place fixed by the officers.

B. REGULAR MEETING

Regular meetings of the Association shall be held at a time and place fixed by the officers.

C. SPECIAL MEETINGS

A special meeting of the Association may be convened at any time by call of the President, or upon written request for such meeting signed by five (5) members.

ARTICLE VI

VOTING & QUORUM

1. Five (5) regular members in good standing at any membership meeting shall constitute a quorum for the transaction of business.

2. A majority of those members present and voting shall be required for any action taken by the Association.

3. Each regular member shall have one (1) vote. Affiliate and honorary members shall not be entitled to a vote.

4. No member of the Union with whom the Association acts as collective bargaining representative shall be permitted to attend any meetings of the Association unless specifically invited.

ARTICLE VII

OFFICERS

1. The officers of the Association shall consist of the President, Vice President, Secretary and Treasurer.

2. All officers, except the Secretary, shall be elected at the Annual Meeting of the Association and all shall serve for two (2) years or until successors are elected.

3. All vacancies resulting from resignation, death or disability shall be filled by election at a special meeting of the Association called for that purpose and upon due notice to members and upon motion duly made and carried for such election.

ARTICLE VIII

DUTIES OF THE OFFICERS

1. PRESIDENT

The President shall preside at all meetings of the Association; shall preserve order at the meetings; shall conduct the business of the Association in accordance with the By-Laws of the Association. The President shall appoint all committees other than those whose members are elected as set forth herein and shall be an ex-officio member thereof.

2. VICE PRESIDENT

It shall be the duty of the Vice President to assist the President and to perform the duties and exercise the powers of the President during absence, illness, or inability of the President to act or perform.

3. TREASURER

The duties, responsibilities, powers and prerogatives of the Treasurer shall be: To receive and hold all of the monies of the Association; to keep a full and correct amount of the monies

received and paid out by him; to present a written report of the same at the annual meeting of the Association and at such other times as required by the President.

4. SECRETARY

The duties, responsibilities, powers and prerogatives of the Secretary shall be: To act as Executive Officer of the Association; to keep a correct list of the members and their places of business; to keep a true account of the proceedings of every meeting; to keep and render a monthly account of the income and expenditures of the Association; to notify members of the time and place at which meetings, both regular and special, shall be held; to have charge of all correspondence; to prepare and distribute minutes of the previous meeting.

ARTICLE IX

COMMITTEES

1. JOINT APPRENTICESHIP COMMITTEE

There shall be three (3) members of the Joint Apprenticeship Committee, whose duties, responsibilities, powers and prerogatives shall be: To administer, jointly with corresponding members appointed elsewhere, the apprenticeship program for the training of journeymen roofers. Election for membership on the Joint Apprentice Committee shall take place at the Association's Annual Meeting. Membership on the Apprenticeship Committee shall be for a two (2) year term or until successors are elected.

2. TRUSTEES OF UNION FUNDS

There shall be three (3) Employer Trustees, to participate in the management of the Union Funds whose duties, responsibilities, powers and prerogatives shall be: To perform any and all duties and functions, consistent with law, required to be performed by the various Trustees

pursuant to and in conformity with the Declaration of Trust creating and setting up the various Funds; to report on the status of the said Funds and on the proceedings of all meetings of the Trustees, at the first subsequent meeting of the Association. To review trust documents at regular intervals and to make recommendations to the Association. Election for Trustees of the Union Funds shall take place at the Association's Annual Meeting. Trustees shall serve for a two (2) year term or until successors are elected.

3. TRUSTEES OF THE INDUSTRY PROMOTION FUND

There shall be three (3) Trustees to participate in the management of the Roofing Industry Promotion Fund of New York, and whose duties, responsibilities, powers and prerogatives shall be: To perform any and all duties and functions consistent with law, required to be performed by the various Trustees pursuant to and in conformity with the Declaration of Trust setting up the Industry Promotion Fund; to report on the status of the Fund and on the proceedings of all meetings of the Trustees at the first subsequent meeting of the Association. Election for Trustees of the Industry Promotion Funds shall take place at the Association's Annual Meeting. Trustees shall serve for a two (2) year term or until successors are elected.

4. REPRESENTATIVES TO THE BTEA BOARD OF GOVERNORS

There shall be three (3) representatives to the Board of Governors of the Building Trades Employers Association whose duties, responsibilities, powers and prerogatives shall be: To attend meetings of the Board of Governors and to represent the Association there and to report on the proceedings which take place then and there, at the next meeting of the Association. One of said representatives shall be the President of the Association, the other two (2) representatives shall be elected at each Annual Meeting of the Association. Election for Representatives to the

BTEA Board of Governors shall take place at the Association's Annual Meeting. Representatives shall serve for a two (2) year term or until successors are elected.

5. GENERAL

a. In addition to the foregoing standing committees, the President shall be empowered at any time to appoint any temporary committee required to perform any specific task or function, or to assist the President or any other officer of the Association in the performance of any duty or obligation imposed upon or required to be performed by him.

b. Any vacancies on any committee, both standing and temporary, shall be filled by the President.

ARTICLE X

ELECTIONS

1. The President shall appoint a Nominating Committee which shall make nominations for officers as set forth herein.

2. The Nominating Committee shall advise all members of the proposed slate at least three (3) weeks prior to the Annual Meeting.

3. Any member wishing to make additional nominations must submit such additional nominations in writing, together with a second, to the Association office at least two (2) weeks prior to the meeting.

4. The recommendations of the Nominating Committee, together with any other nominations, shall be presented to the members at the Annual Meeting.

5. A majority of the members present and voting shall be required for an election to any office or committee.

ARTICLE XI

LABOR RELATIONS

1. There shall be appointed by the President, a Joint Adjustment Board consisting of no more than three (3) regular members. The Joint Adjustment Board shall act on behalf of the Association in collective bargaining with any local union with whom the Association is bargaining, in which event the members shall be termed collectively the “Negotiating Committee”.

2. Each member, by becoming a member of the Association, thereby automatically designates and appoints the Association as his exclusive collective bargaining representative in negotiation with any roofing labor organization designated by a majority of the employees of the members of the Association.

3. Each member authorizes the Association, acting through its Joint Adjustment Board or Negotiating Committee to:

a. Negotiate, conclude and execute labor contracts in the name of the Association on behalf of, and binding upon, its members.

b. Negotiate, conclude and execute trust agreements and procure insurance policies or other documents incidental thereto, or arising out of, such labor contracts.

c. Administer such labor contracts, trust agreements, insurance policies, and other documents and make settlements, agreements and decisions interpreting and applying any such labor contracts, trust agreements or insurance policies.

d. Institute, maintain, or defend actions and proceedings in court and before governmental boards or agencies or before impartial arbitrators in connection with,

or arising out of, any of the foregoing rights, powers or duties.

e. Order, direct, or require some or all of its members to take such action as the Joint Adjustment Board or Negotiating Committee may determine in the event of a collective bargaining impasse, labor controversy, strike, picketing, boycott, or other economic action by any organization or group of employees. Such action includes, but is not limited to, locking out employees in support of a struck or picketed member, or shutting down or suspending operations.

4. In reliance upon the same and reciprocal promises, undertakings, and agreements of each and every other member of the Association, each member promises, undertakes and agrees:

a. To refer to the Association all problems, disputes, and questions arising between such members and the roofing labor organization with whom the Association acts as collective bargaining agent involving terms and conditions of employment or collective bargaining agreement interpretations, if said problem, question, or dispute affects the employment of employees or the operations of the employer in roofing and waterproofing work in the geographic area described above. Whenever any grievance or dispute shall be submitted to the Association, it may not be withdrawn without the consent of the employer members of the Joint Adjustment Board.

b. To perform, obey and carry out any and all such orders, directions and requests as may be given or authorized by the Joint Adjustment Board or Negotiating Committee pursuant to Section 3(e) above.

5. Each member agrees that he will not indirectly by or through some other person or firm what he may not do directly or in his own name. Any commitments, undertakings, or

actions required of a member by the Joint Adjustment Board or Negotiating Committee shall apply to cover and bind not only other such member but also his successors, transferees, assigns, joint ventures and subcontractors with respect to roofing and waterproofing work in the described area; provided that the foregoing shall not apply to any bona fide sale by any member, if said member ceases to have any further interest in the business sold (except as a creditor) and does not participate directly or indirectly in the operation or conduct of such business.

6. Each member hereby assigns and transfers to the Association, for the purpose of receiving and collecting the same, all rights, claims and damages sustained by such member by reason of, or resulting from, any violation or refusal by any other member to perform, obey, or carry out any of the obligations contained in this ARTICLE XI. Each member agrees that all other members may and shall likewise assign their claims for such damages and hereby authorizes the Association to recover and collect said damages on behalf of all such members, and to pay and distribute the same to such members in proportion to the damages sustained by them after first deducting all costs and expenses.

7. The promises and undertakings herein contained and set forth are a contract and agreement by each member not only in favor of the Association, but also expressly for the benefit of, and in favor of, every other member of this Association. If any member violates or fails or refuses to perform, obey, or carry out any of the above obligations, promises, undertakings and agreements, the entire basic purpose and object of the Association and its membership, namely, united and concerted action by all members, will be destroyed or seriously and irreparably damaged.

8. Because great and irreparable damage to the Association and its members will result from a violation by any member, or from the failure of any member to perform, obey, or carry out any of the duties, obligations, agreements or undertakings of the members of this Association, each Association member agrees that the Association may, by action in a court of competent jurisdiction, apply for and secure an injunction enjoining any such violation by such member, or may apply for and secure a mandatory injunction or decree specifically enforcing and compelling the performance of the duties, obligations, agreements and undertakings of such member and may further seek appropriate damages.

ARTICLE XII

DUTIES AND OBLIGATIONS OF MEMBERS TO EACH OTHER

Each member of the Association shall be required:

1. Not to induce any breach of any existing contract between another member or members of the Association and any contractor, general contractor, or owner with whom he holds a contract.
2. Not to interfere with or obstruct the performance by any other member or members of any contractual duty or the performance of any contractual service.
3. Not to entice away an employee of another member or members to the Association.
4. Not to defame any other member or members of the Association by imputing to them dishonorable conducts, inability to perform contracts or questionable credit standing.
5. Not to defame any other member or members of the Association by unfairly disparaging the quality of the work done by such other member or members.

ARTICLE XIII

AMENDMENTS

1. Any amendments to the By-Laws must be approved at any two (2) consecutive regular or special meetings of the members by a vote of two-thirds (2/3) of the members present and voting.

2. Written notification of any proposed amendment must be mailed to each member at least ten (10) days prior to the meeting.