

**IRONWORKER EMPLOYERS ASSOCIATION
OF WESTERN PENNSYLVANIA**

BY-LAWS

APPROVED BY THE BOARD OF DIRECTORS

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PREAMBLE

Whereas,
THE IRONWORKER EMPLOYERS ASSOCIATION OF
WESTERN PENNSYLVANIA, INCORPORATED,
has been formed for the purposes hereinafter set forth
in Article II of these By-Laws;
and Whereas,
the Charter of the Association
provides for the regulations of the affairs of the Association
by its By-Laws.

Now, therefore,
pursuant to the authority granted by the provisions of
the Nonprofit Corporation Law of the Commonwealth of
Pennsylvania (**Act of May 5, 1933, P.L. 289, as amended**),
the Members of the Association do hereby make, adopt, and agree
to be bound by the following By-Laws for the regulation and
management of the affairs of the Association.

BY-LAWS
ARTICLE I
NAMES AND REPRESENTATION

Section 1. The name of this Association shall be The Ironworker Employers Association of Western Pennsylvania, Incorporated, (IWEA) which shall hereinafter be called the “Association”.

Section 2. The Association shall represent employers in the Ironworking Industry who duly apply and are accepted as Members of the Association and who conduct business in the defined territories of Iron Worker Local Union 3, Pittsburgh, PA.

Section 3. The principal office of the corporation shall be at such place as determined by the Board of Directors.

ARTICLE II
OBJECTIVES

This Association is formed for the attainment of the following goals and objectives:

Labor Relations

- To foster and promote the interest of those engaged in all aspects of the Ironworking Industry and Trade. To also develop and maintain a harmonious working relationship with Ironworkers Local 3, as well as the Office of their International Headquarters located in Washington D.C.
- To negotiate a collective bargaining agreement with respect to wages, hours of work and other terms and conditions of employment with Ironworkers Local 3, Pittsburgh, PA.
- Establish a system whereby labor disputes are settled quickly and amicably.

Safety

- To develop a relationship with the local and national Occupational Safety and Health Administration (OSHA) offices so that they are aware of the Association's position on vital issues.
- Work with national organizations on specific selected issues of importance to Association Members and respective unions who deal with this Association.

Legislative

- Work with Iron Workers Local 3 along with their International Union Office and other local and national associations on selected specific legislative issues regarding the construction industry with a focus on the Ironworking Industry.
- Develop relationships with various representatives and/or officials of local, state and federal government who support various Association positions.

Marketing

- To develop a marketing plan to help promote a consistent level of employment in the Ironworking Industry.
- Meet with general contractors, Construction Managers, local government officials and private owners to market Association Members and their services.
- Attend local school and vocational seminars to promote the opportunities available in our industry in both management and craftsman roles.

Training

- Conduct or cosponsor training seminars for both management and union Members.
- Assist Local 3 in identifying current trends in the market and set up training and estimating programs to meet those needs.

General

- Collect and disseminate pertinent information on all Ironworker topics to Association Members.
- Promote the Ironworking Industry through partnering relationships with other Associations and Building Trade Unions, both local and national.
- Provide a forum wherein problems and opinions regarding the Ironworking Industry may be discussed and such resolutions adopted or action taken which the Association deems is in its best interest regarding promotion of the Industry and protection of the Association's interest.
- Establish and maintain a set of fair and equitable standards governing the relations between Association Members and their respective employees.

ARTICLE III MEMBERSHIP

Section 1. Classes of Members

This Association shall have three (3) classes of Membership:

- Regular Member
- Associate Member
- Affiliate Member

a) Regular Member - is broken down into two classifications; Building Industry Members and Heavy Highway Members.

1) Building Industry Member -shall be an individual firm, partnership and/or corporation who are engaged in the erection of structural steel and/or other related items to the Ironworking Industry. These materials would be erected in conjunction with bridges, commercial and industrial maintenance structures as well as other related buildings or structures. Each Building Industry Member shall be entitled to vote and hold an

Association's elected office as established in Section 2 of this Article.

2) Heavy Highway Member - shall be an individual firm, partnership or corporation who is engaged in the erection of reinforcing materials and fence erection on heavy highway designated type projects such as bridge decks, bridge piers, water and sewage treatment plants and other types of structures as identified in the Collective Bargaining Agreement. Each Heavy Highway Member shall be entitled to one vote at any General and/or Heavy Highway Meeting of the Association and may hold an Association elective office.

b) Associate Member - shall be any individual, firm, partnership or corporation who has an appropriate relationship to the Ironworking Industry and to the Association; such as rental companies, fabricators, manufacturers, wholesalers, distributors, vendors and/or suppliers who represent worthy products or services that are used by Association Members and Contractors in the Ironworking Industry. An Associate Member shall be entitled to all privileges of the Association except it shall not have voting rights or be entitled to hold Association Office.

c) Affiliate Member - shall be any individual, firm, partnership or corporation who has a relationship with the Ironworking Industry and/or the Association but which is not engaged in any on-site construction or maintenance work. Members in this class would consist of attorneys, accountants, insurance agencies, etc. An affiliate Member shall be entitled to all privileges of the Association except it shall not have voting rights or be entitled to hold Association office.

Section 2. Category of Membership

All Building Industry Members and Heavy Highway Members shall designate their membership, in writing, on a form provided by the Association in one of the following two categories:

a) Bargaining Unit Member - A bargaining unit Member shall be one which voluntarily assigns its collective bargaining rights to the Association. A Member in this category is entitled to one vote at all General/or Building Industry Meetings of the Association. This Membership Classification is entitled to hold all Association elected offices.

b) Non-Bargaining Unit Member - a non-bargaining unit Member is one which does not assign any collective bargaining rights to the Association. Non-bargaining Members shall not be able to participate or vote on any issue/s which relate to the Collective Bargaining Agreement. This group of members shall hold an International Agreement with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Washington, D.C. Non-Bargaining Members cannot be Officers of the Association. However, they may be on its Board of Directors. No more than two (2) Non-Bargaining Members can be on the Board at any one time.

Designation in either category must be made at the time of initial membership application. A legitimate change in category can only be made in writing and must be approved by the Board of Directors of this Association prior to such change being final.

Section 3. Application for Membership

- a) Any applicant interested in membership in the IWEA shall submit an application on a form supplied by the Association. The new prospective Member shall designate on the application the class of membership and if applicable, indicate whether the Member is applying as a Bargaining Unit or Non-Bargaining Unit Member. The application should also list the designated company representative who would have the authority to represent the firm and is authorized to vote on behalf of the companies on any issue requiring such a vote. An alternate representative should also be listed who would be able to act on the firm's behalf if the primary representative is absent.

- b) Application for Membership shall include an Agreement that states that the Applicant is to abide by the Association By-Laws, pay dues and fees as established by the Board of Directors, and promote the goals and objectives of the Association.
- c) Application for Membership, properly executed by a person who has authority to bind the individual or corporation will be submitted to the Board of Directors of the Association accompanied by all required fees as noted on the application. The application shall also state that the applicant has received, read, accepted and agrees to be bound by the By-Laws of the Association.
- d) All applications for membership must be accompanied by an initiation fee to be determined by the Board of Directors.

Section 4. Application Approval

Upon receipt of a completed application and fees, the Executive Director of the Association shall investigate the applicant and submit the application along with all findings to the Association Board of Directors for approval. This approval process may include a report from the Executive Director indicating a recommendation for acceptance or rejection of the applicant.

Section 5. Any applicant who is involved in a labor dispute at the time of making application shall have action upon such application deferred until the labor dispute is resolved.

Section 6. A majority vote of the Board of Directors shall be required to elect a new Member to all classes of the Association. Upon approval of the application, the Executive Director will immediately advise the applicant of the status of his application. In no way shall the approval process take more than 30 working days from receipt of the application.

Section 7. No Building Industry and/or Heavy Highway Division Members of this Association shall bargain, directly or indirectly, with Ironworker Local 3 as to which said Member has authorized

this Association to act on its behalf or as to any Association Labor Contract by which said Member has agreed to be bound. Building Industry and/or Heavy Highway Members may execute an International Agreement with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers without violating this provision except to the extent that such International Agreement covers any part of the jurisdiction of any Association Labor Contract by which said Member has agreed to be bound.

Section 8. The failure of any applicant to qualify for membership within thirty (30) working days from receipt of the initial application shall render such application for membership null and void and a new application cannot be submitted by the same applicant for a period of six (6) months thereafter. This requirement may be waived if the approval process is delayed through no fault of the applicant.

ARTICLE IV FEES AND DUES

Section 1. Fees

The initiation fee for all classes of membership in the Association shall accompany the application for membership and should also include the first year's annual dues. This fee can be increased at any time by a majority vote of the Board.

Section 2. Dues

Each membership class shall pay to the Association the appropriate annual dues, as established by the Board, payable before January 1 of each year. Dues may be increased by a two-thirds vote of the Board of Directors and ratification by a majority of the Members at any regular or special meeting.

Section 3. Failure to pay annual dues by the designated date shall result in suspension of membership. Reinstatement shall only occur upon full payment of dues plus any associated cost resulting from the collection process.

Section 4. No dues or fees shall be refunded to any Member whose membership has been terminated for any reason.

ARTICLE V TERMINATION OF MEMBERSHIP

Section 1. Membership in the Association may be terminated by majority vote of the Board of Directors for any of the following reasons:

- a) Death or discontinuance of business by an individual Member.
- b) Discontinuance of business by a firm Member.
- c) Resignation.
- d) Expulsion.

Section 2.

- a) Building Industry Members and Heavy Highway Members who have declared their firm or corporation to be a Bargaining Unit Member may withdraw or resign their membership in the Association by filing a written notice to the Executive Director of the Association;
 - 1) Ninety (90) days prior to the date of notice of renewal, modification, termination or change of any Collective Bargaining Agreement to which the Member is bound, or
 - 2) In the case of early or special negotiations, thirty (30) days from the date agreed upon between the Association and any labor organization for commencement of multi-employer collective bargaining negotiations for the renewal, modification, termination or change of any such agreement to which the Member is bound.

- b) All Members expressly understand and agree that no withdrawal or resignation shall become effective unless the Member has paid all accrued or accruing dues, assessments, and damages in full within thirty (30) days after the expiration of said ninety (90) day period. Until a resignation has become effective by compliance with this Section, the Association shall be entitled to dues, assessments, or damages which may accrue to the effective date of such resignation.

Section 3. Associate and/or Affiliate Members may resign their membership in the Association by filing a written notice with the Executive Director of the Association at least thirty (30) days prior to the effective date of the Member resigning. Resignations shall not be accepted until all obligations such as dues, fees or other assessed cost/s are paid in full.

Section 4. Remedies for Breach of Obligations:

- a) Any Member becoming delinquent in the payment of dues, special dues, assessments, fees or damages, including any interest and liquidated damages provided for in these By-Laws or the Collective Bargaining Agreement/s, for a period of ninety (90) days after the date on which such payments are due and payable, shall be deemed delinquent and subject to suspension or expulsion. Action regarding a delinquent Member will be by majority vote of the Members of the Board of Directors present and voting at a meeting of the Board or by mail vote following the effective date of such delinquency. Any Member suspended by the Board for failure to make said payments to the Association may be reinstated by the Board upon receipt of all monies due thru the date of reinstatement.
- b) Any Member may be suspended or expelled for cause, other than for violation of a subsection (a) of the Section, upon the written complaint of any Member of the Association. The complaint shall be filed with the

Executive Director at least thirty (30) days prior to any regularly scheduled or special meeting of the Board. The Executive Director shall then make an investigation and report his findings to the Board. At the meeting of the Board at which complaints are considered, the Board shall have the authority to require the attendance of all parties to the complaint. The Member who had received the complaint against his firm shall have the right to be present and state any defense which such Member may have regarding the complaint. The Board, upon completing its investigation, shall report its findings and recommendations with respect thereto at the next regularly scheduled membership meeting or at a meeting of the Members called especially for that purpose. The membership shall then act upon the complaint by majority vote of the Members present and voting. Any Member adversely affected may appeal the decision of the membership providing for suspension or expulsion by filing with the Board, within thirty (30) days of such action, a written notice of appeal stating the basis and reasons for the appeal. The Board shall act on the appeal at the next regularly scheduled or special meeting occurring after such appeal has been filed. Any decision of the Board is final and binding.

- c) The suspension of the Member as provided under Subsections (a) or (b) of this Section shall not exceed a period of six (6) months. During suspension, suspended Members shall be deprived of all rights, privileges and benefits of the Association. Upon expiration of the period of suspension, suspended Members are eligible for reinstatement upon payment of all accrued dues, special dues, assessments, fees or damages then due and owing by the suspended Member. If a suspended Member fails to pay such accrued dues, special dues, assessments, fees or damages within thirty (30) days immediately following the termination of the period of suspension, such delinquent Members shall be automatically expelled from the Association by action of the Board of Directors,

- d) Any Member who has been suspended in accordance with Subsections (a) or (b) of this section and who is an officer of the Association must resign his position effective the date of the suspension.

ARTICLE VI BOARD OF DIRECTORS

Section 1. Authority and Responsibility

The governing body of this Association shall be the Board of Directors (hereafter sometimes called the “Board”). The Board shall have supervision, control and direction of the affairs of the Association, its committees and publications; shall determine its policies or changes therein; shall actively pursue its objectives; and shall supervise the Association finances. The Board may adopt such rules and regulations for the conduct of its business as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain portions of its authority and responsibility to a Committee. The actions of the Board shall be regularly and promptly reported to all Members.

Section 2. Organization

- 1) The Board shall consist of seven (7) voting Members, in good standing, who shall have been Members for at least two years. The Board shall consist of the President, Vice-President, and Secretary-Treasurer of the Association along with four (4) Directors, one of whom shall be the Association’s immediate Past President who shall be an automatic Member of the Board for the first two (2) years after completing his term as President. In addition, the Board shall not have more than two (2) non-bargaining Members as Directors. All other Members shall be elected at the appropriate Association Annual Meeting. The Board shall assume their duties on the first day following their election and shall hold office for a period of two years

thereafter or until their successors are duly elected and qualified.

- 2) The President of the Association shall serve as Chairman of the Board of Directors and the Vice President shall serve as Vice Chairman. In the absence of the Chairman and the Vice Chairman, the Secretary-Treasurer shall preside at Board Meetings. In the absence of those elected officers, the Board shall elect a Chairman Pro-Tempore from the Directors present.
- 3) The Executive Director of the Association shall be an Ex-Officio Member of the Board of Directors.
- 4) In order for each Association Officer or Director to remain in office each must remain active in his or her respective firms and his or her firm must continue as an active Association Member in good standing. In no case shall there be more than one individual from each Association Member on the Board of Directors.
- 5) If for any reason a Director is not able to complete his or her term of office, the Board, at its next meeting, shall fill the vacancy by electing a regular Member in good standing to fill the unexpired term.

Section 3. Meetings of the Board

A regular meeting of the Board shall be held at least once each year, or more often if the Board so chooses, at such place as the Board may select. This meeting shall normally take place in January or February. Special meetings of the Board may be called at any time by the Chairman of the Board, the Executive Director, or upon the written request of any two (2) Members of the Board given to the Chairman of the Board or the Executive Director of the Association. Notices of a Board Meeting or special Meeting shall be mailed, delivered, faxed or telephoned to each Member of the Board of Directors not less than seventy two hours (72) before

the Meeting to be held. Legal counsel may be present at Board Meetings when required.

Section 4. Quorum of the Board

At any meeting of the Board, no less than one- half of the Members of the Board shall constitute a quorum for the transaction of the business of the Association and except as otherwise provided in these By-Laws any such business thus transacted shall be valid providing it is affirmatively passed upon by a majority of those present.

Section 5. Board Action

All actions by the Board and its duly authorized committees pursuant to these By-Laws shall be final and binding upon all Members of the Association. These actions shall be regularly and promptly reported to all Members.

**ARTICLE VII
OFFICERS**

Section 1. The officers of the Association shall be a President, Vice President, and Secretary-Treasurer. The officers shall be elected by a majority vote of the members present at the regular annual general membership meeting. The officers shall assume their duties on the day following their election and shall hold office for a period of two years thereafter or until their successors are duly elected and qualified.

Section 2. President

The President shall be the directing officer of this Association and have general supervision over all Association affairs. He shall serve as Chairman at all meetings of the Association and the Board. The President, with the advice and approval of the Board, shall appoint all standing Committees of the Association and others he deems necessary. He shall be an ex-officio Member of all Committees. As an ex-officio Member of any Committee, he shall only have the right to vote in the event of a tie vote.

Section 3. Vice President.

In the absence of the President, the Vice President shall preside at the meetings of the Association and the Board and carry out the necessary functions of the office of the President. He shall be responsible for the effective operation of the Committees assigned to him.

Section 4. Secretary-Treasurer

The Secretary-Treasurer shall be responsible for all monies received and be the custodian of all Association funds in banks or thru investments. He shall keep an account of all monies received and expended and establish proper accounting procedures for handling all Association funds. At each annual meeting or at such other times as the Board may require, the Secretary-Treasurer shall furnish a written report of the financial condition of the Association, including but not limited to income disbursements and balance on hand. All books, vouchers and records of the Secretary-Treasurer, maintained by the staff of the Association on behalf of said Secretary-Treasurer, shall be open at all times for inspection by the Board and/or a Certified Public Accountant selected by the Board.

Section 5. Executive Director/s

The Executive Director shall be appointed and employed by the Board subject to the approval of the membership at such salary and upon such terms and conditions as the Board may direct in writing. The Executive Director shall be charged with the executive management of the Association and shall manage and direct all activities of the Association and shall be responsible to the Board of Directors. He will also be responsible for the attainment of the goals and objectives of the Association and such other duties as may be assigned by the Board. He shall serve as an ex-officio, non-voting Member of the Board, the Executive Committee and all other IWEA Committees. He shall keep the Minutes, or cause them to be kept, of all meetings including Committee Meetings and have

custody of all of the records and papers relating to the business of the Association which shall be maintained at the office of the Association. He shall maintain a complete and accurate list of the membership of the Association. He shall employ such assistants and/or personnel to staff the office of the Association as he may be authorized to do by the Board from time to time; such assistants and/or personnel to be under the direct and immediate supervision of said Executive Director.

Section 6. In case of a vacancy in any elective office, such vacancy shall be filled for the unexpired term thereof by a majority vote of the Members of the Board present and voting at the next regular meeting of the Board after such vacancy occurs or at a special meeting called for the purpose of filling such vacancy.

ARTICLE VIII COMMITTEES

Section 1. Executive Committee

The Executive Committee shall be composed of the President, Vice President, Secretary/Treasurer, and the immediate past President. The Committee shall have the power to exercise any of the authority herein vested in the Board of Directors on an emergency basis in the interim between meetings of the Board. In such emergencies, the Executive Committee shall make a full report of its activities directly to the Board at its next regular or special meeting at which time such exercise of authority must be approved or disapproved by resolution. The Executive Committee shall have the power to exercise any authority vested in the Board of Directors when so directed by the Board.

Section 2. Nominating Committee

The Nominating Committee shall be composed of three (3) Members, of which at least one must be from the current Board and two Members at large. This committee will invite suggestions from the membership for the offices of President, Vice President, Secretary-Treasurer and Board of Directors which are to expire. The Nominating Committee shall then nominate candidates for the required offices and directorships of the Association as provided for in these By-Laws. Said nominations shall be voted upon at the Annual Meeting as these By-Laws prescribe.

Section 3. Budget and Finance Committee

The Budget and Finance Committee shall consist of the President, Vice-President, Secretary-Treasurer and the immediate Past President. The Treasurer shall serve as Chairman. The Committee shall counsel with the Executive Director on Association finances and assist in the preparation of an annual budget and recommendations for the Board. The Committee may perform such other duties in connection with the finances of the Association as the Board may determine from time to time.

Section 4. Building Industry Labor Committee

The Building Industry Labor Committee shall be composed of all Building Industry Division Members who wish to participate in the negotiation of a collective bargaining agreement on behalf of the Association with Local Union No. 3. This Committee shall also have other responsibilities pertaining to labor relations with such unions as from time to time may be referred to it by the President of the Board. The President, subject to approval of the Board, shall designate a Chairman of the Building Industry Division Labor Committee prior to the start of labor negotiations. The Building Industry Division Labor Committee shall be guided by the recommendations of the Membership of the Building Industry Division expressed at any general or special meeting in regard to

the formulation of policy and standards to be employed in the conduct of collective bargaining negotiations.

Section 5. Heavy Division Labor Committee

Members of the Heavy Division shall be responsible for the negotiation of all collective bargaining agreements on behalf of the Heavy Division of the Association. The Chairman of the Heavy Division Labor Committee shall be elected by the Heavy Division Members. The Heavy Division Labor Committee shall be guided by the recommendations of the Heavy Division membership expressed at any general or special Membership meeting in regard to the formulation of policy and standards to be employed in the conduct of collective bargaining negotiations.

Section 6. Grievance Committee

The Grievance Committee shall be composed of three (3) Association Members with a minimum of one being a Member of the Board. This Group shall act as the Employer's Arbitration Committee as set forth in the Collective Bargaining Agreement with Local Union No. 3.

Section 7. Apprenticeship Training and Journeyman Upgrading Committee

The Committee is to be composed of at least three (3) Association Members, one of whom may be the Executive Director of the Association. These three (3) individuals shall serve in a Fiduciary capacity as Management Committee Members and they shall work in conjunction with the Union Representatives and be responsible for coordinating the educational procedures and standards as well as the training of apprentices. They shall also be responsible for providing programs and training to allow journeymen ironworkers to enhance and strengthen their skills.

Section 8. Pension and Welfare Committee

The Pension and Welfare Committee shall be composed of three (3) Association members in good standing and the Executive Director of the Association. These four (4) individuals shall serve in a fiduciary capacity as management trustees working in cooperation with the appointed union trustees for oversight and administration of the pension and welfare fund as established in the Iron Workers of Western Pennsylvania Benefit Plans.

Section 9. Profit Sharing Committee

The Profit Sharing Committee shall be composed of the three (3) Association Members who are Members of the Pension and Welfare Committee along with the Executive Director of the Association. These four (4) individuals shall serve in a fiduciary capacity as Management Trustees of the Iron Workers of Western Pennsylvania Profit Sharing Plan working in coordination with the appointed Union Trustees to oversee the Programs and Administration of the Plan.

Section 10. Safety Committee

The Safety Committee's primary concern is monitoring proposed Federal safety legislation, existing statutes and regulations in the construction industry. On all matters affecting the area of safety; the Committee shall investigate, study and propose recommended action to be taken by the Association on behalf of the membership. The Committee shall keep the membership fully aware and updated on all safety matters.

Section 11. Special Committees

The President, with the approval of the Board, shall appoint such other committees, subcommittees or task forces as are necessary and which are not in conflict with other provisions of these By-Laws, and the duties of any such committees shall be prescribed by the Board upon their appointment.

Section 12. Executive Director

The Executive Director shall be an ex-officio non-voting Member of all committees with the exception of the Apprenticeship Training and Journeyman Upgrading, Pension and Welfare, and the Profit Sharing Committees. He will provide assistance along with any staff necessary for the operation of all Association Committees.

Section 13. Meeting Requirements

Standing Committees shall meet at the call of the Committee Chairman. The time and location of such meetings shall be determined by each Committee Chairman.

ARTICLE IX ASSOCIATION MEETINGS

Section 1. Regular general membership meetings shall be held at least semi-annually. Meetings shall be in May or June and December or January. The December/January meeting shall be designated as the annual meeting of the membership. Regular membership meetings shall be held at the Association office unless otherwise noted in advance of the meeting. The annual meeting shall be at a location designated by the Board. Notices of all general meetings shall be sent to all Members at least thirty (30) days prior to the date of the meetings. In addition, a follow-up or reminder notice shall be sent ten (10) days prior to the date of the meeting.

Section 2. Special meetings of the membership may be called from time to time by the President, Executive Director, or upon written request of any three (3) Members of the Association. The Executive Director shall give at least five (5) days written notice of special meetings to all Members of the Association.

Section 3. Ten day (10) written notice of meetings shall be issued setting forth the date, time and location of all meetings and contain

an informative summary of the matters to be considered at such meetings. Notice of meetings at which amendments to the By-Laws will be considered, and meetings at which officers shall be elected, shall state these matters in specific detail.

Section 4. Election Meeting

When elections are necessary, they shall take place at the December/January Annual Meeting.

Section 5. Voting

At all meetings of the Association, each regular Member in good standing shall have one vote on every matter brought to a vote. On all votes a simple majority of the eligible voters voting shall govern unless otherwise specified herein or by law.

Section 6. Quorum

A quorum shall consist of a simple majority of the eligible voters attending any meeting unless otherwise specified herein or by law.

Section 7. Voting By Mail

Proposals to be offered to the Members for mail votes must first be approved by the Board. On any mail vote, no less than twenty percent (20%) of all eligible voters shall cast a ballot to constitute a valid action and a majority of those voting shall determine such action.

Section 8. Members in good standing

Shall include all Members duly qualified and accepted for membership. It will not include any Member duly suspended, delinquent on dues payments or any Member duly adjudged in violation of any of the provisions of these By-Laws or in violation of any contract or Agreement made by the Association on behalf of its Members or who has failed or neglected to perform or discharge any obligation or penalty for an infraction of such an agreement.

ARTICLE X

FISCAL AND FINANCIAL AFFAIRS

Section 1. The Fiscal Year of the Association shall be July 1 through June 30.

Section 2. All financial records, investments, securities and monies of the Association shall be audited annually by an independent auditor designated by the Board.

Section 3. The formation of policies governing the fiscal and financial affairs of the Association shall be the responsibility of the Finance Committee.

Section 4. In addition to the initiation fee and annual dues set forth in Article IV of these By-Laws, all Members are obligated through the Collective Bargaining Agreement entered into by the Association and Ironworkers Local 3 to pay Industry Advancement Fund amounts as set forth in the Collective Bargaining Agreement. This Obligation is waived only if specified by another form of Agreement.

Section 5. All Association and/or Industry Advancement Fund monies received by the Secretary-Treasurer or other officer, employee, or agent of the Association shall immediately be deposited in the appropriate accounts maintained in the bank or investment firms as may be from time to time designated by the Board of Directors as the depository for such funds. Withdrawals from the accounts of any funds shall be drawn by a check signed by at least one (1) of the following named officers of the Association: the President, Vice-President, Secretary-Treasurer, and/or Executive Director.

Section 6. All officers, Members, employees, or agents of the Association responsible for expending, authorizing the expenditure of, or, who may have the custody, care, control or authority over any of the Association's monies or of any of the funds maintained

or administered by the Association shall be bonded or carry Fidelity and Crime Insurance in an amount to be determined by the Board. The premiums for the bonds or insurance required by this Section shall be paid from the funds of the Association.

ARTICLE XI INDEMNIFICATION

Section 1. Right to Indemnification

In the event a representative/s was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, because he is or was a representative/s of the Association or because he is or was serving at the request of the Association, as a representative/s of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, the Association:

- a) shall indemnify a representative/s who has been successful on the merits or otherwise in defense of any such action, suit or proceeding or in defense of any claim, issue or matter therein, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith;
- b) may indemnify a representative/s against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him even if he has not been successful on the merits in other than a derivative suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association (and, in the case of a criminal proceeding, had no reason to believe his conduct was unlawful); and
- c) may indemnify a representative/s for expenses (including attorneys' fees) actually and reasonably incurred by him in a suit by or in the name of the Association (derivative suit)

even if he is unsuccessful on the merits, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and is not adjudged to be liable for willful misconduct or recklessness in the performance of his duty to the Association.

Section 2. Required Determination

Any indemnification under Section 1 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the representative/s is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made:

- a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or
- b) if such a quorum is not obtainable, or even if obtainable if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 3. Advances for Expenses

Expenses incurred by or imposed upon a representative/s in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative/s to repay such amounts if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article.

Section 4. Non-exclusivity and Non-duplication

The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any other Bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Notwithstanding any other provisions set forth in this Article, the indemnification authorized and provided hereby shall be applicable only to the extent that any such indemnification shall not duplicate indemnity or reimbursement which such person has received or shall receive otherwise than under this Article.

Section 5. Preservation of Rights

No amendment or repeal of this Article shall adversely affect any right or protection extended to a representative/s hereunder for an act or failure to act occurring prior to the time of such amendment or repeal. Each representative/s shall be deemed to act in such capacity in reliance upon the rights of indemnification and advancement of expenses hereunder. The rights to indemnification and advancement of expenses hereunder shall continue as to a person who has ceased to be a representative/s and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. Insurance

The Association may purchase and maintain insurance on behalf of any person who is or was an officer, director/s or employee of the Association or is or was serving at the request of the Association as a representative/s of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise against any liability asserted against him and incurred by or imposed upon him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article without purchasing such insurance.

Section 7. Definitions

As used in this Article, references to the “Association” include all constituent Associations absorbed in a consolidation, merger or division, as well as the surviving or new Associations surviving or resulting there from, so that any person who is or was a representative/s of such a constituent, surviving or new Association, or is or was serving at the request of such constituent, surviving or new Association as a representative/s of another

Association, partnership, joint venture, employee benefit plan, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving or new Association as he would if he had served the surviving or new Association in the same capacity. As used herein, references to a “representative/s” shall include without limitation any director/s, officer, employee or agent of the Association.

ARTICLE XII

DIRECTORS AND OFFICERS LIABILITY

Section 1. Liability of Directors

Except for responsibility or liability of a Director/s pursuant to any criminal statute or for payment of taxes pursuant to local, state or Federal law, a Director/s of the Association shall not be personally liable for monetary damages for any action taken or any failure to take any action unless:

- a) such Director/s has breached or failed to perform his fiduciary duties as provided in Section 2 hereof and
- b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 2. Director’s Fiduciary Duties

A director/s of the Association shall stand in a fiduciary relation to the Association and shall perform his duties as a Director/s (including as a Member of any committee of the Board) in accordance with the standards set forth in Section 511 (a) of the Association’s Code, 15 PAC.S.A. §511(a), as the same may be amended from time to time. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director/s or any failure to take action shall be presumed to be in the best interest of the Association. The Association would be empowered to so indemnify with or without purchasing said insurance.

Section 3. Liability of Directors and Officers

As provided in 42 Pa. C.S.A. §8332.2 and so long as the corporation is qualified under Section 501 of the Internal Revenue Code, no Director or Officer of the corporation who serves without compensation, other than reimbursement for actual expenses, shall be liable for any civil damages as a result of any acts or omissions relating solely to the performance of these duties as a Director or Officer, unless (a) the conduct of such Director or Officer falls substantially below the standards generally practiced and accepted in like circumstances by similar persons performing the same or similar duties and (b) it is shown that the Director or Officer did an act or admitted doing an act while he was under a recognized duty to another to do, knowing or having reason to know that the act or omission created a substantial risk of actual harm to the person or property of another.

ARTICLE XIII DISSOLUTION

This Association may be dissolved by a vote of two-thirds of its Members at a meeting called for that purpose provided notice of such intent to dissolve has been presented at a previous meeting not less than ten (10) days prior to the dissolution meeting. In case of dissolution, the assets of the Association remaining after the payment of debts and expenses of liquidation shall be distributed to one or more regularly organized and qualified charitable, educational, scientific or philanthropic organizations to be selected by the Board of Directors.

ARTICLE XIV AMENDMENTS

These By-Laws may be revised or amended at any regular or special meeting of the Association by a two-thirds vote of the Members present, provided that the proposed amendment has been submitted in writing not less than thirty (30) days prior to the date of the meeting the amendments are to be voted upon.

ARTICLE XV CONFIDENTIALITY

It is hereby clearly understood that any and all information contained in the By-Laws, Rules and Agreements of this Association, and all Association activities, and all details of Association Meetings, are to be strictly confined to the Membership, and each Member pledges as a condition of its Membership not to disclose Association affairs.

ARTICLE XVI ENDORSEMENT

The affairs of the Association shall be conducted in accordance with the provisions of the Non-Profit Corporation Law of the Commonwealth (Act of May 5, 1933, P. L., as amended) and the conduct of all meetings of the membership, the Board of Directors, and Committees shall be conducted in accordance with Roberts' Rules of Order.

**IRONWORKER EMPLOYERS ASSOCIATION
OF WESTERN PENNSYLVANIA**

/S/ Gordon Kidd

ATTEST

/s/ William C. Ligetti, Jr., Executive Director

AMENDED AS OF: April 1, 2011