

BY-LAWS
of the
SHEET METAL CONTRACTORS ASSOCIATION

Revised August 2022

ARTICLE I

SECTION 1.1 The principal office of the corporation, (hereinafter also referred to as the "Association") shall be in the City & County of Honolulu, State of Hawaii, or in such other place as the Board of Directors of the Association (hereinafter called the "Board") shall by resolution designate. The Association may also be known as "SMACNA Hawaii."

ARTICLE II

Special Purposes

SECTION 2.1 The special purposes of the Sheet Metal Contractors Association shall be as follows:

- (a) To develop and improve the Sheet Metal Industry, hereinafter referred to as the "Industry" by:
 - (1) Entering into negotiations with labor for the benefit of members of the corporation and striving for stability in the industry by improving employer-employee relationship,
 - (2) Engaging in and furthering the cause of joint apprenticeship standards and activities,
 - (3) Conducting institutional advertising, educational, and public relations programs, and promotional activities for the benefit of members and the community,
 - (4) Doing all that is necessary to promote the development and improvement of the Sheet Metal Industry.
- (b) To make membership in the Association a reasonable assurance to the public of the skill, integrity, and responsibility of its members.
- (c) To seek correction of injurious, discriminatory, or unfair business methods practiced by or against sheet metal contractors.

(d) To secure uniformity of action among the individuals forming the Association upon such principles as may be decided upon from time to time as being for the good of the Sheet Metal Industry.

ARTICLE III

Membership and Membership Fees

SECTION 3.1 Active membership in the Association shall be limited to contractors whose principal business is in the sheet metal and/or allied trades and meet the following requirements:

- a) Be a signatory to the Sheet Metal Air Rail Transportation (SMART) Workers Local 293,
- b) Have maintained offices in the State of Hawaii for at least one year as a contractor,
- c) Possess a valid State Contractor's License,
- d) Employ at least two (2) sheet metal workers at time of initial application for active membership; or be an owner member of the Local 293.
- e) Reported hours to the Hawaii Sheet Metal Administrative Office within the last 60 days.

If active member does not meet the above requirements, they shall automatically be placed on an inactive status. Inactive members shall continue to pay the same membership fees as prescribed for active members and shall have the privileges as may be provided by these By-Laws or as determined by the Board. However, the inactive members shall not have the right to vote or hold any elective office.

SECTION 3.2 Membership fees shall be at the rate as determined by the Board.

SECTION 3.3 Votes shall be determined by the following:

- An active member with 19 or fewer sheet metal bargaining unit employees shall be entitled to one (1) vote,
- An active member with 20 to 39 sheet metal bargaining unit employees shall be entitled to two (2) votes,
- An active member with 40 or more sheet metal bargaining unit employees shall be entitled to three (3) votes. Additional votes subscribed for an active member shall not exceed three (3).

Two or more representative of any one active member shall not be eligible to serve on the Board, Trust Fund or Committee at the same time. However, it shall be at the option of the member entitled to more than one vote, to cast his/her or its maximum votes

without duly designating multiple representatives. The number of votes that an active member is entitled to shall be determined by the number of bargaining unit employees on the member's payroll at the 15th day of the second month preceding the meeting.

SECTION 3.4 Every applicant for membership shall file an application with the Board in such form and setting forth such information as may be required by the Board. Every application shall be accompanied by the required initiation fee.

SECTION 3.5 Any member may resign by submitting a written resignation at any meeting of the Board, or by mailing its resignation to the Association; and thereupon such resignation, without the necessity of any acceptance, shall become effective forthwith, unless otherwise specified therein. The Board shall have the power in its discretion by two-thirds vote of those present and voting thereon, to suspend any member of the Association for such period as it shall direct, or to expel any such member from membership in this Association for any violation of any provisions of these By-Laws or of any rule or regulation adopted by the Board of Directors, or for violation of any of the policies adopted by the Board, or for action injurious to the Association. In the event any member of the Association shall resign or be expelled or suspended from membership pursuant to the provisions hereof, all interest of any such member in this Association or in any of its assets and property shall immediately cease and terminate, but no such expulsion or suspension from membership in this Association shall terminate or affect any liability for any such member to this Association which may have theretofore accrued. However, no member shall be expelled (other than for non-payment of membership fees or Industry Fund contributions) until such member has had an opportunity for a hearing before the Board.

SECTION 3.6 Members shall be delinquent if their membership fees or their contributions to the Industry Fund to the Association are not paid when due. The Association shall notify the firm of its delinquency by either telephone, mail, or email in the event that the membership fees or their contributions to the Industry Fund have not been paid by the 10th day following the due date. A late fee of 10% of the membership fee or Industry Fund contribution shall be assessed every month and added to the membership fees or their contributions to the Industry Fund. In the event that the membership fees or their contributions to the Industry Fund have not been paid by the 20th day following the due date and after having been notified of its delinquency. The Association shall send a notice of "intent to suspend" in the event that the membership fees or Industry Fund contributions have not been paid by the 60th day following the due date. The matter of suspension shall be brought before the membership in the event that the membership fees or Industry Fund Contributions have not been paid by the 90th day following the due date. If the membership fees or Industry Fund contributions have not been paid by 6 months following the due date, the delinquent member shall automatically be expelled. Upon expulsion, the delinquent account shall be referred to the Association's Attorney or Collection Agency for collection. The delinquent employer shall be responsible for all delinquent membership fees, Industry Fund contributions, late fees and attorneys/collection fees.

SECTION 3.7 Automatic Membership Fee Increase

- a) The activities of the Association are supported by membership fees, as well as local and national industry fund contributions made in accordance with the provisions of collective bargaining agreements that have been negotiated pursuant to Article III. It is essential that the Association receives continuous financial support even though the obligation to make Industry Fund contributions is interrupted as a result of a labor dispute, including the elimination of such obligation at the insistence of the Union. In the event that the contractual obligation to contribute to the local industry fund, or the Industry Fund of the United States (IFUS), is eliminated, either directly or indirectly, from any such collective bargaining agreement, a member's fees shall automatically be increased by the hourly contribution amount that is equivalent to what the member would pay as industry fund contributions under the terms of such agreement, if such a contractual obligation had remained in effect. Such increased fees shall remain in effect until such increased fees are suspended or modified by action of the Board, and they shall be transmitted to the Association, accompanied by appropriate reporting forms, at such times and in such manner as may be specified by the Board. Any portion of such fees resulting from the elimination of the contractual obligation to contribute to the Industry Fund of the United States shall be remitted to IFUS by the Association on or before the 20th day of the succeeding month, in the manner specified by the trustees of IFUS.

SECTION 3.8 Survival of Certain Financial Obligations Beyond Resignation of Membership

- b) A past member's obligation to pay fees referenced in (1) shall continue during the term of any such collective bargaining agreement actually in effect on the date that the member tenders its resignation from the Association, and, during the term of any subsequent collective bargaining agreement, contract modification, or extension that is being negotiated by the Association as of the date that such resignation is tendered. This obligation of the member is fixed as of the date that the resignation is tendered, and it shall be discharged by making the fees, contributions referenced in (1) through the termination date of the collective agreement, contract modification, or extension that is negotiated by the Association having the latest expiration date. (3) In the event that there is reasonable cause to believe that a member is not paying the proper amount, the Association may require such employer to make available for examination such records as may be necessary to determine whether the amount paid is correct. The records may be examined by a representative authorized by the trustees. In the event that the Association brings any action to enforce the obligations of this Article, including legal proceedings in any court, the Association shall be entitled to recover all of its costs, expenses, and attorney's fees in the matter. These remedies shall be in addition to any that may be set forth in the collective bargaining agreement, and the Association need not exhaust any remedies in the collective bargaining agreement prior to the commencement of any legal proceeding.

SECTION 3.9 Members whose Association membership fees, Industry Fund contributions and/or contributions to the employee trust funds are delinquent and are not paid within 30 days after the due date shall not have the right to vote, hold any elective office, or hold any appointed positions in the Standing Committees of the Association. The Board of Directors may fill any vacancies created by the foregoing action. Also, for the purposes of determining a quorum, a delinquent member shall not be included as an active member. Delinquency shall be removed by full payment of Association membership fees, Industry Fund contributions and/or contributions to the employee trust funds and any late fees or interest and liquidated damages applicable thereto.

SECTION 3.10 A regular member shall be suspended from membership if its State Contractors License is revoked. However, such suspension shall be removed without prejudice upon the reinstatement of the prescribed license.

SECTION 3.11 A member expelled may be re-admitted upon meeting the requirements of a new member as prescribed in Article III, upon approval of the membership and upon payment of all outstanding debts to the Association.

SECTION 3.12. Members appoint the Association as its sole and exclusive bargaining agent in the negotiations for and consummation of collective bargaining agreements with SMART Workers Local 293. Each member company agrees, the company will not deal, negotiate, bargain, or enter into any contract, understanding or agreement, individually or with other employers, or with the union presently signatory to the existing Association agreement or any other unions. Each member company agrees that it will not do indirectly by or through some other persons or firm or in some other name or from what it has agreed not to do directly or in its own name.

Each member shall adopt and be bound by any union contract, memorandum of understanding, and/or labor-management agreement hereafter approved by a majority of the total multiple votes cast of the members voting on the union contract and/or labor-management agreement. Members shall be permitted to cast a vote, or multiple votes if applicable by an Officer of said member or by a designated employee of said member or by proxy given to Board Member. Once ratified and signed by the President and any other officer of the Association, the union contract and/or labor-management shall bind all members of the Association without their individual signatures.

Section 3.13 Associate Membership may be available to a person, firm or corporation who are interested in furthering the goals and objectives of the industry.

- (a) Associate Membership Dues shall be set by the SMCA Board of Directors
- (b) Application for admission to the Association as an Associate member shall be submitted to the Board of Directors. Acceptance will be determined by a majority vote of the Board.
- (c) The Board of Directors can remove an Associate Member from membership upon the recommendation of any Board Member. Removal of any associate member will be determined by a majority vote of the Board.

(d) Associate members are not permitted to serve on any standing committee of the Association.

ARTICLE IV

Meetings

SECTION 4.1 Meetings of the Association shall be held upon call by the President, not less than annually. Seven (7) days' notice shall be given to members, unless an emergency meeting is approved by no less than three (3) Board members or five (5) voting members

SECTION 4.2 Board meetings shall meet at such time and place as determined by the Board not less than semiannually. Special meetings shall be called upon or at the request of three Board members.

SECTION 4.3. Electronic notice via email to the primary email address on file for the member It is the responsibility of the Member to keep the Association informed as to any changes to the Member's primary email address. Provided, however, that any meeting shall be a valid meeting regardless of the notice given if a quorum is present.

ARTICLE V

Quorum

SECTION 5.1 A quorum for any meeting of the Board shall consist of at least a majority of the membership of the Board.

A quorum for any Association meeting (except to ratify a union contract) shall consist of at least a majority of the multiple votes of the membership of the Association.

ARTICLE VI

Officers

SECTION 6.1. The officers of the Association shall consist of a President, Vice-President (President-elect), Secretary, Treasurer, all of whom shall be directors. They shall hold office until March 31 of the election year. Elections shall be held every two (2) years. Interim vacancies in the foregoing offices shall be filled by the Board. The Vice-President (President-elect) shall remain on the Board of Directors for one additional two-year term and automatically move up to the Office of President on April 1. The President shall remain on the Board of Directors for two additional years to fill one of the director positions as Director-Immediate Past President.

The Vice-President, Secretary and Treasurer shall be selected by the Board.

ARTICLE VII

Duties of Officers

SECTION 7.1 The President shall have general charge and supervision over the affairs of the Association. The President shall preside at all meetings of the Association and the Board. The President and the Board shall be responsible to the Association for the general conduct for the business of the Association.

SECTION 7.2 In the absence or disability of the President, or if the office is vacant, the Vice-President shall perform the duties of the President, and in the absence or disability of the President and Vice-President, or if these offices are vacant, the Secretary shall perform such duties.

SECTION 7.3 The Treasurer shall have general supervision of all monies due to the Association and shall be responsible for their deposit in the name of the Association with a bank or banks to be approved by the Board of Directors and shall disburse the same on checks as authorized by the Board. Authorized signatures for withdrawal of funds shall be two in number and shall be the signatures of such officers of the Association as the Board may appoint for this purpose.

SECTION 7.4 The Secretary shall perform such duties as required by the President and the Board.

SECTION 7.5 The Executive Director, who shall be appointed by the Board, shall serve at the pleasure of the Board and perform such duties and exercise such powers as are required of them by Board. Their compensation shall be determined by the Board.

ARTICLE VIII

Directors

SECTION 8.1 The Board shall have general control of the business, affairs of the corporation and shall have the right to exercise all powers that may be exercised or performed by the corporation under the law, its charter, and the By-Laws.

SECTION 8.2 The Board shall consist of seven (7) members and shall include the President, Vice-President, Secretary, Treasurer, Immediate Past President and two (2) Directors. The two directors shall be elected to serve for two years. Elections of Directors shall be conducted pursuant to Article XI.

ARTICLE IX

Board of Trustees

SECTION 9.1 Management Trustees. The duties and function of management's representatives to the Board of Trustees of each of the various Sheet Metal Workers' Trust Funds (the trusts) shall be as described in the appropriate Declaration of Trust for each Fund provided for in the current labor agreement. A Management trustee appointed pursuant to this Article shall serve on all the Boards of Trustees, created by said Declarations of Trust.

SECTION 9.2 Appointment of Management Trustees. The Board may appoint any of the following to fill each of the Management Trustee positions:

1. An Officer of a member firm, listed on the member firm's annual business filing with the State of Hawaii, Department of Commerce and Consumer Affairs (DCCA). The member firm must be in good standing for the preceding three (3) years or
2. A Current SMCA Board Member or
3. Professional Trustee or
4. Executive Director of the Association.

If not appointed as a regular Management Trustee, the Executive Director of the Association shall serve on the Trusts, as an alternate trustee so long as they are employed by the Association as its Executive Director. The duties and function of the Alternate Trustee shall be the same as those for the other Management Trustees. If the Executive Director is appointed as a regular Employer Trustee, the Directors may appoint an alternate trustee from the qualifications above.

SECTION 9.3 Resignation. A Management Trustee may resign at any time by serving written notice of such resignation upon the Chairman of the Board of Trustees and the President of the Association, at least thirty days prior to the date on which such resignation is to be effective.

SECTION 9.4 Removal. A Management Trustee may be removed by the Board at any time for:

- a) misconduct in the performance of the duties of the office.
- b) for failure to attend at least three-fourths (3/4) of all Board of Trustees meeting scheduled in any given calendar year; provided, however, that absences approved by the Board shall not be considered as such non-attendance.
- c) for failure to attend at least one-half (1/2) of all membership meetings scheduled in any given calendar year.

- d) for failure to maintain the eligibility requirements required for a Management Trustee as prescribed in Article IX.
- e) for failure of the Employer Trustee's member firm to maintain the requirements of an active regular member as prescribed in Article III. Charges of such misconduct or non-attendance must first be preferred in writing and decision rendered by the Board after a formal hearing before it. And/or
- f) any reason determined by the Board.

SECTION 9.5 Term of Office. An Employer Trustee shall serve a four (4) year term or immediately after the appointment pursuant to Article IX.

In the event a vacancy in a Management Trustees should occur prior to the normal expiration of the term the Board shall fill the vacancy.

The term of any replacement Trustee appointed to fill a vacancy occurring prior to the normal expiration of a trustee's term shall expire on the same date his predecessor's term would have expired.

ARTICLE X

Nominations and Elections

SECTION 10.1 Nomination Committee. By January 15 of an election year, the President shall appoint a nominating committee to nominate a minimum of five (5) candidates for the five (5) vacancies on the Board. The Committee shall prepare the slate to present to the Board at the following Board of Directors meeting. Additional persons may be nominated from the floor at the following the membership meeting when the Nominating Committee shall present its report, after which the nominations shall be closed. The top five (5) candidates who receive the most votes shall be elected as directors to serve for a two (2) year term or until their successors are elected and installed. In the event of a tie for the 5th and final vacancy on the Board, a run-off election shall be held with the candidate receiving the most votes being elected.

If there are only five (5) candidates nominated by the nomination committee and no nominations from the floor at the membership meeting, no voting by secret ballot is required.

When there are more than five (5) candidates nominated by the nomination committee, all voting shall be done by online or by mail-in by secret ballot in conformity with such additional rules and regulations as the Board may adopt, but such rules and regulations shall insure and preserve the secrecy of the ballot. No proxies shall be allowed.

The officers elected shall assume their duties on April 1 immediately following the election.

ARTICLE XI

Committee

SECTION 11.1 Standing Committee. The Board may, appoint members to the following Standing Committees:

- a) Finance Committee
- b) Joint Apprenticeship and Training Committee
- c) Joint Trade Advisory Committee
- d) Local Joint Adjustment Board
- e) Negotiating Committee
- f) Nomination Committee

SECTION 11.2 Special Committees. The President, with the approval of the Board may at any time appoint any other committee for that purpose, in connection with the work of the Association, and prescribe their powers and duties, irrespective of whether such purpose, powers and duties come within the province of any other committee.

SECTION 11.3 A majority of the members of each Standing Committee and Special Committee shall constitute a quorum.

SECTION 11.4 No standing or special committee shall have power to bind the Association by any action without first having the approval of the Board. Copies of all correspondence conducted by the committee in connection with the work of the Association and all documents shall be transferred to the Association's files for its information.

SECTION 11.5 The President shall have power in their discretion to discharge any Special or Standing Committee member for failure to carry out their duties and the President shall appoint, subject to the approval of the Board, new member to any committee so discharged. All special Committees, unless otherwise ordered, shall be considered discharged when their reports have been submitted to and accepted by the Board.

ARTICLE XII

Use of Logo

SECTION 12.1 Members may use the logo of the Association when such is adopted, on their stationary, buildings, job signs, equipment and elsewhere, but not employ it in any

grotesque or facetious fashion or in any manner that will reflect upon the dignity of prestige of the Association. The Board may restrain improper use of the emblem.

ARTICLE XIII

Amendments of By-Laws

SECTION 13.1 These By-Laws may be amended to new By-laws adopted by an affirmative vote of two-thirds of the members voting at a meeting held for that purpose, or at a regular meeting. Notifications setting forth such proposed amendment or new By-Laws shall be transmitted by the Executive Director to each of the members of the Association at least ten days immediately preceding the meeting at which action is to be taken.

Revised August 2022