



***BY-LAWS OF
THE ASSOCIATION***

**AMENDED AND RESTATED BY-LAWS
OF
SMACNA OF WESTERN PENNSYLVANIA
(a Pennsylvania Nonprofit Corporation)**

**ARTICLE I
NAME AND REPRESENTATION**

Section 1 The name of the Association, a non-profit corporation under the laws of the Commonwealth of Pennsylvania, shall be: SMACNA of Western Pennsylvania (the “Association”).

Section 2 The Association shall represent employers in the sheet metal industry who duly apply and are accepted as members of the Association and who conduct business in the jurisdictional area of Sheet Metal Workers International Association Local 12.

Section 3 Use of Association Name – The identification can only be used when the activity involved pertains to the Industry; the activity involved is not in conflict with the purpose, goals, activities, Constitution and By-Laws of this Association; the activity represents the best interest of a substantial majority of this Association’s members; and the association and/or activity involved does not in any way replace, substitute, undermine, destroy, or take away from the functions of membership in potential or officially chartered chapters in that area. The use of this Association’s identification in this manner does not have, nor will it accrue, any property or voting rights.

Section 4 Registered Office. The registered office of the Association shall be at such location as is stated in the Articles of Incorporation and any amendments thereto. The Association shall maintain a principal place of business at such location or locations as the Board of Directors shall determine.

**ARTICLE II
PURPOSE**

Section 1 The Association is incorporated as a nonprofit corporation under the Pennsylvania Nonprofit Corporation Law and is organized as a business league/trade association for the purposes set forth in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the “IRC”) (or the corresponding provision of any future federal tax law), to carry on, without limitation, the following specific purposes::

(a) To develop the sheet metal contracting industry in Western Pennsylvania and environs and to promote the interest and welfare of its members in the sheet metal, warm air heating ventilating, air conditioning, industrial sheet metal, roofing, and sheet metal construction specialty industries.

(b) To research and develop proper standards of materials and methods used in the industry.

(c) Within proper limits, to cooperate with State, Regional and National Associations within the declared objects of this Association.

(d) To improve the character of work done and of labor employed; to promote apprentice and

journeymen educational opportunities for the trade and by better public service to contribute to the advancement of the community and the industry.

(e) To accumulate and disseminate suitable and proper information relating to the industry.

(f) To negotiate and bargain with sheet metal unions who represent certain employees of certain members of this Association with respect to wages, hours of work and other terms and conditions of employment, and to enter into and execute collective bargaining agreements with said labor unions on behalf of certain members of this Association.

(g) To conduct any and all programs, affairs, policies, meetings and the general business of the Association so that at all times the Association, its members, officers, directors, agents and employees comply with all of the laws and regulations of the Federal, State and Local Government and the regulatory agencies thereof.

In furtherance of said purposes the Association shall have all of the powers and privileges conferred upon it by the Pennsylvania Nonprofit Corporation Law, as amended (or the corresponding provisions of any future Pennsylvania nonprofit corporation law). The Association shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law.

ARTICLE III MEMBERSHIP

Section 1. Eligibility and Maintenance of Membership in Good Standing. Any employer, whether a corporation, partnership or individual, who is regularly engaged in the sheet metal industry, and is signatory to the sheet metal collective bargaining agreement, and has been established in the Association's area for one year or more, but has not resigned from the Association within the past year, may apply for and be accepted into membership. To qualify for and maintain membership in good standing, the employer must consent to abide by the conditions of membership as set forth in these By-Laws and to the payment of any dues and/or liquidated damages assessed as hereinafter prescribed. These conditions, as listed immediately below and as may be hereinafter required by amendment under the provisions of these By-Laws, are:

(a) Members must ascribe to the purposes of the Association.

(b) Members shall pay the dues as required under these By-Laws and as they may be amended. A member who fails to make timely payment of such dues shall be liable to be declared in default by the Board of Directors and thereupon be suspended and lose all rights and privileges of membership until full payment is received and accepted by the Board. A suspended member may not resign from the Association; but rather is subject to all obligations of membership during the suspension and thereafter until and unless his resignation as a member in good standing is effected under the provisions for resignation herein.

(c) Each member of the Association may grant, appoint and designate the Association to act as his exclusive bargaining agent in negotiating and dealing with collective bargaining agreements with sheet metal unions; and subject to the majority approval of those members of the Association who have given the Association a power of attorney to bargain on their behalf in multi-employer bargaining unit, the Association shall execute contracts and amendments on behalf of such members of this Association.

(d) Each member of the Association, as well as non-members who are signatory to the collective bargaining agreement, and whose bargaining rights are currently held by the Association, shall, on or before

ninety (90) days prior to the expiration date of any such collective bargaining agreement, notify the Association in writing if they choose to withdraw their bargaining rights from The Association. The Association will notify all signatory contractors, in writing, of their option to withdraw their bargaining rights at least one hundred (100) days prior to the expiration date.

(e) In order to discourage and prevent violations of the By-Laws, the Board of Directors or its duly designated nominee is authorized upon its own motion or accusation made to either, to settle and determine all matters in connection with any alleged violation of the By-Laws and each member of the Association agrees to submit to the said Board of Directors or its duly designated nominee, all matters involving either issues of law or fact or both relative to any breach, infraction, controversy or violation of said By-Laws; provided, however, that the Board of Directors or its nominee shall first give the accused a minimum of five (5) days' notice in writing of the nature of the accusation or violation alleged; shall provide the accused opportunity to appear before the said Board of Directors or its nominee in person or by counsel; and provided that the determination of the Board of Directors or its nominee is communicated in writing to the accused within thirty (30) days of the conclusion of said hearing. Provided further that five (5) days after receipt of the determination made by the Board of Directors or its nominee, the person or persons against whom determination has been made may appeal to the next ensuing general membership meeting of the Association. The notice of such meeting shall set forth the action of the Board. A vote of two-thirds of the members attending such meeting shall decide unconditionally and finally and without appeal, all questions of law and fact and the consequence thereof.

(f) Each member grants to the Board of Directors or its nominee authority to assess liquidated damages for violation found by said Board or its nominee of any provisions of these By-Laws, such an assessment to be not less than \$100.00 and not more than \$5,000.00 for each offense. Each member further grants to the Board of Directors or its nominee authority to assess liquidated damages for continued violation found by said Board or its nominee of any provisions of these By-Laws, such assessments to be not less than \$100.00 and not more than \$5,000.00 for each day that such offense continues after receipt of the initial written notice of accusation or violation as provided in the preceding section of this article.

If payment of the liquidated damages assessed shall not be made within five (5) days after assessment by said Board or its nominee or after five (5) days after a two-thirds vote of the membership if appeal is taken, the member agrees that such assessment shall constitute a contractual obligation and that legal action may be instituted to enforce its collection. In such event the Board of Directors or its nominee shall be entitled to collect this part of the judgement, the assessment and the full amount of any costs or attorneys' fees actually incurred in such action.

(g) Any violation of these By-Laws being of irreparable damage to the Association, each member agrees that the Common Pleas Court of the County in which the member has a place of business and any judge thereof may, upon notice to the member, specifically enforce by injunction any action or decision of the said Board or its nominee, arising out of any violation of these By-Laws prior to or after the procedures above set forth. In the event any injunction is improvidently issued, the limit of damages of any such member against the Association shall be the sum of \$200.00.

Section 2 Application for Membership Application for membership shall be made on the form provided by the Association.

Section 2a Retired Member Category To qualify for membership, an individual must have worked for an Association member and be retired from the sheet metal business. The retired member will be entitled to participate in all Association events at the member costs. He may not serve as an officer or director and has no voting privileges.

Section 3 Acceptance or Rejection of Application The Board of Directors, or their designee , shall investigate the applicant's qualifications for membership. Approval of membership shall require a two-thirds vote of the Directors. Notice of the Board's action shall be sent to the applicant by certified mail.

Section 4 Voting Representative Each member shall designate one individual who shall be entitled to one vote (which must be cast in person) in the Association body.

Section 5 Associate Representative A member may designate to the Association not more than three individuals from his company as Associate representatives. They shall have all rights and obligations of Voting Representatives except the power to vote or serve on the Board of Directors. An Associate Representative may cast the vote of the Voting Representative in the latter's absence.

Section 6 Transfer Membership in this Association shall not be transferable by operation of law or action of the member. In case of an unincorporated firm where the existing member has sold or transferred his business and where the Board of Directors by a two-thirds' majority accepts the new member as a continuing member of the Association, there shall be no initiation fee required.

Section 7 Resignation/Termination of Membership Any member of the Association may resign therefrom by giving three (3) months' written notice by certified mail of his intention to do so, addressed to the Secretary of the Association. The notice of resignation shall be accompanied by the payment of a sum equal to the total unpaid dues or other obligations of such member to the Association. For a period of three (3) months after such notice, such members shall be bound by the By-Laws, rules and agreements of the Association in force at the date of such written notice whether adopted or amended during such three month period, and be subject to all dues and other obligations and during such period such member shall be entitled to all the benefits of membership as a member of the Association. After the expiration of said period of three (3) months and upon payment of all monies due the Association, the member so resigning shall no longer be a member of the Association or bound by the rules thereof or liable for any portion of the indebtedness to the Association or entitled to receive any benefits or service from the Association.

A member may also be terminated for failure to pay annual dues within sixty (60) days notice that said payment is due to the association.

In addition to resignation and failure to pay dues, a member may be terminated by two-thirds vote of the membership as follows:

(a) With ten (10) days' notice in the event of arrearage of dues or liquidated damages due the Association remaining unpaid for a period of three (3) months; or in the event a member ceases for a period of more than ninety (90) days to operate or maintain active operations;

(b) In the event of dissolution, bankruptcy, insolvency or assignment for the benefits of creditors;

(c) Upon absence of a member (or his Associate Member) from four consecutive meetings of the Association.

ARTICLE IV DUES AND CONTRIBUTIONS

Section 1 Dues Each member shall pay to the Association annual dues, as established by the Board of Directors, payable before January 1 of each year. By a two-thirds vote of the Board of Directors and ratification by a majority of the members at any regular or special meeting, dues may be increased. The retired member's dues will be \$50, annually.

Section 2 Fiscal Year The fiscal year of this Association shall begin on the first day of July and end on the thirtieth day of June.

Section 3 Cost of Collection Any member who shall be found delinquent in the payment of dues shall be obliged to pay in addition to such dues the reasonable cost of collection thereof incurred by the Association.

Section 4 Contributions Each member who is party to a collective bargaining agreement entered into with the Sheet Metal Union shall, in addition to the dues as set forth in this Article, be obligated to pay the Association Industry Fund the amount as set forth in the collective bargaining agreement between the Association and Sheet Metal Worker International Association Local Union No. 12.

Section 5 Obligation to Provide Continued Financial Support The activities of the Association are supported by membership dues, as well as local industry fund contributions made in accordance with the provisions of collective bargaining agreements that have been negotiated pursuant to Article III, Section 1, Paragraph c. It is essential that the Association receive 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 during contract negotiations at the insistence of the Union. In the event that the contractual obligation to contribute to the local industry fund is eliminated, either directly or indirectly, from any such collective bargaining agreement, a member's dues 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 remained in effect. Such increased dues shall remain in effect until such increased dues 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.

Section 6 Survival of Certain Financial Obligations Beyond Resignation of Membership A past member's obligation to pay such dues 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 dues contributions referenced above through the termination date of the collective agreement, contract modification, or extension that is negotiated by the Association having the latest expiration date.

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.

ARTICLE V GOVERNMENT

Section 1 Board of Directors The affairs and property of this organization shall be managed by the Board of Directors who shall be responsible for carrying out the purposes and provisions of the By-Laws of the Association with due regard for the benefit and welfare of the members and in accordance with the advice of legal counsel.

[1] **Section 2 Meetings** Meetings of the Board of Directors shall be held on a regular basis or at such other times as may be desirable upon the call of the President or three (3) members of the Board.

(a) All meetings of the Board of Directors shall function in accordance with Robert's Rules of Order.

Section 3 Number of Directors The Board of Directors shall consist of a maximum of seven (7) or a minimum of five (5) persons. Vacancies shall be filled by election of the membership during the annual election meeting of the Association. Directors shall serve a four-year term, and shall not succeed themselves for a period of one (1) year thereafter, unless all members eligible to serve state in writing that they do not wish to serve.

The immediate past President, in good standing, shall be an ex-officio member of the Board of Directors and shall have voting privileges during the term of the new President.

(a) There shall be no more than one (1) Director from a member company at any given time.

(b) Directors must be currently employed by a member of the Association in good standing that employs a member of Sheet Metal Workers Local Union 12.

(c) In the event that a Director or Officer is terminated or laid off from his or her current company, a period of 30 days shall be allotted to allow him or her to find employment with a member in good standing of the Association. During that time, the Director or Officer shall have all rights and privileges granted him or her as a member of the Board of Directors. If the Director or Officer is unable to secure employment with a member of the Association within the 30-day time frame, that person shall be removed from his or her position.

Section 4 Vacancies Vacancies occurring during the year shall be filled by appointment of the President with the concurrence of a majority of the Directors.

Section 5 Officers and Committee Chairmen on invitation of the President may attend and participate in Board meetings but shall not as such have the power to vote.

Section 6 Election of Officers If the terms of the Officers have been completed, the Board of Directors shall meet immediately after the regular election meeting and elect a President, Vice President, Secretary and Treasurer. The President and Vice President must be Directors or immediate past Directors at the time of their election. The officer shall serve a term of two years or until his successor is elected. The President may not serve more than two terms consecutively. If during their terms the President and/or Vice President is not a member of the Board of Directors he shall have no vote as a Director except to break a tie vote of the Directors. However, the President and the Vice President may vote in all their other capacities in the Association.

Section 7 Quorum A quorum for any meeting of the Board of Directors shall consist of a majority of the members of the Board.

Section 8 Removal of Directors A member of the Board of Directors whose firm is delinquent in the payment of its dues or other obligations, or who misses three (3) consecutive regular meetings of the Board of Directors, shall cease to be a member of the Board subject to ratification of his removal by a 2/3 majority vote of the Board of Directors.

Section 9 The Board of Directors shall elect Trustees to serve for a term at the discretion of the Board as management trustees of such trust funds as may be established.

Section 10 The Board of Directors may employ an Executive Director and other full or part-time employees as may be necessary. The Board of Directors shall employ such persons and establish their duties, responsibilities and fix their compensation.

Section 11 Compensation. Directors shall not be entitled to receive compensation for serving in such capacity, but such persons may, in the discretion of the Board of Directors, be reimbursed for any reasonable expenses incurred as part of their duty as a Director or Officer of the Association. Nothing herein contained shall preclude any Director from serving the Association in any other capacity and receiving

compensation therefor.

ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. Any two offices, except those of the President and Secretary, may be held by the same person.

Section 2. Removal and Vacancies. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected during any regular meeting of the Board of Directors or at any special meeting called for such purpose. Any vacancies occurring in offices shall be filled by the President, , from time to time.

Section 3 President The President shall preside at all meetings of the Association and the Board of Directors. The President unless otherwise specified herein with the approval of the Board of Directors at the beginning of his term shall appoint the Chairman and members of the standing and special committees. The President shall be an ex-officio member of all committees except the Nominating Committee. The President shall ensure that the By-Laws are enforced and shall perform all customary duties of the office of the President.

Section 4. Vice President. In the absence of the President, the Vice President shall preside at the meetings of the Association and Board of Directors and carry out the necessary functions of the office of the President. The Vice President shall be responsible for the effective operation of the committees assigned to him or her.

Section 5 Secretary The Secretary shall ensure that minutes are kept and shall perform all the usual duties of a secretary at meetings of the Association and of the Board of Directors. The Secretary shall oversee the maintenance of the roll of members and ensure that notice of meetings and of Association business of which the members should be informed is distributed to the membership. The Secretary may delegate any and all of these duties to an employed Executive Director except the duty of keeping minutes for closed sessions of the Board of Directors.

Section 6 Treasurer It shall be the duty of the Treasurer to review the Association staff's execution of billings, collections, and dispersing funds of the Association, as well as any funds for which the Association acts as agent. Further, the Treasurer may exercise for the Association the right of audit of any funds to which the Association or its members contribute in accord with the regular operations of the Association or as required by and labor contracts negotiated on behalf of members of the Association. The Treasurer shall ensure that the Association staff maintains accurate and complete records of all receipts and disbursements. The Treasurer shall make reports to the Board of Directors at each regular Director's meeting and to the membership at the final regular meeting of the fiscal year or ensure that the Association staff makes such a report.

The Executive Director, Treasurer, and all authorized check signature parties as determined by the Board, shall file with the Association a Surety Bond in such an amount fixed by the Board of Directors. The expense of the Surety Bond shall be paid by the Association.

The Treasurer shall advise upon and oversee the deposit of all funds controlled by the Association in banks or in securities as the Treasurer's discretion may elect. The Board of Directors, however, may direct the

Treasurer to revise or undertake new channels of deposit or investments. The treasurer shall receive monthly statements of all expenses. The Treasurer shall also receive immediate remittance of any checks of an amount greater than \$1000.00 to which the officer was not signatory, with associated expense report.

ARTICLE VII COMMITTEES AND TASK FORCES

Section 1 Budget and Finance Committee The Budget and Finance Committee shall recommend to the Board for presentation at the annual meeting a suggested operating budget for the year and shall require a certified audit of the books and accounts of the Association which shall be reported to the Directors annually.

Section 2 Joint Adjustment Board The Joint Adjustment Board shall be responsible for contracts and relations with organized labor and for negotiating for the industry's collective bargaining agreements with representatives of organized labor. This committee shall also be the trustees responsible for the joint administration of the Journeyman Apprentice Training Fund. This committee shall be elected by the Board of Directors for a period of two (2) years. If at the fiscal year the Union contract is in the process of negotiation, the members of this committee shall continue to serve until negotiations are complete.

Section 3 Joint Apprentice Committee The Joint Apprentice Committee shall be responsible for apprentice training in cooperation with organized labor.

Section 4 Legislative Committee The Legislative Committee shall deal with governmental agencies when required for general matters pertaining to health licensing, standardization codes, proposed legislation and related matters concerning the sheet metal industry.

Section 5 Health and Welfare/Annuity Committee The Welfare Committee members shall be the trustees responsible for the overseeing and the administration of the Welfare program along with the representatives of organized labor. This committee shall be recommended by the President to the Board of Directors who shall then vote to confirm the recommended members. The members of this committee shall serve until such time as the Board deems it appropriate to make a change.

Section 6 Safety Committee The Safety Committee shall attend all safety related functions involving the Association and keep members informed about safety related matters.

Section 7 Task Forces The President shall have the ability to appoint task forces as necessary for the short-term oversight or completion of projects.

Section 8 Industry Fund Committee This committee, appointed by the President and approved by the Board of Directors, shall be the trustees who oversee the budget of the Industry Fund and recommend changes to the contribution rate for said fund.

Section 9 By-Laws Committee This committee shall be responsible for regular review of the by-laws of the Association and making any required changes to the document.

Section 10 Other Committees. The Board of Directors may establish such other standing or temporary committees as it shall determine from time to time to be necessary or convenient to the management of the

Association, each of which shall have such purposes, duties and powers as may be established by resolution of the Board of Directors, except as otherwise restricted by law or these By-Laws.

ARTICLE VIII INDEMNIFICATION^[2]

Association shall indemnify any person serving or formerly serving as an Association-appointed Trustee^[3] who is made or threatened to be made a party to a proceeding (including a civil, criminal, administrative, arbitration or investigative proceeding, and including proceedings by or on behalf of the Trust Fund or the Association) by reason of such person serving or formerly serving as such Employer Trustee^[4] against judgments, penalties, fines, including, without limitation, excise taxes assessed against such person with respect to Trust Fund or corporation settlements, and reasonable attorneys' fees and disbursements, incurred by such person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person:

- (1) Has not been indemnified by another organization, including an insurance company, for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;
- (2) Acted in good faith;
- (3) Had reason to believe that the conduct was not opposed to the best interests of the Association; and
- (4) In the case of a criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, establish that the person did not meet the criteria set forth in this resolution.

Association shall pay, on behalf of Association Trustees^[5], any fiduciary liability insurance premiums that may be required to provide recourse insurance protection in the event of recourse liability against any Employer Trustee, as required by the Employee Retirement Income Security Act of 1974.

This indemnification shall be effective as of the 1st day of January, 2008, and shall continue to be effective unless and until rescinded by action of the Association, which such rescission shall only be effective for actions or events arising after such rescission.

ARTICLE IX MEETINGS

Section 1 Regular Meetings Regular meetings of this Association shall be held at least twice a year,

preferably during the fifth and twelfth months of the year, at a time and place fixed by the President of the Association.

(a) All meetings of the Association shall function in accordance with Robert's Rules of Order.

Section 2 Special Meetings Special meetings may be called at any time by the President and must be called by the President either upon the written request of a majority of the Board of Directors or of twenty (20%) per cent of the member firms in good standing.

Section 3 Election Meeting The election meeting of the Association shall be held in December of every year.

Section 4 Quorum Twenty (20%) percent of the members in good standing shall constitute a quorum for the transaction of the business of this Association. Should there be a meeting without a quorum the meeting shall be adjourned and the Directors shall fix the time and place for a second meeting to be held between 7 and 21 days from such adjournment meetings. Should there be no quorum at this meeting, those who attend this meeting shall be empowered to act as a quorum of the members for any and all business of the Association at such meeting provided written notice of such fact has been given to the members along with the notice of such meeting.

Section 5 Notices Ten (10) days' written notice shall be given for any regular meetings, and five (5) days' written notice shall be given for any special meetings. Written notice shall be mailed [6][7] by the Association to all members at their last known post office address or may be delivered via electronic mail or facsimile. Notices shall specify the object of the meeting and at any special meeting only the matters stated in the notice can be the subject of discussion.

Section 6 Meetings by Telephone Conference. One or more Directors may participate in a meeting of the Board or of a committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. All Directors so participating shall be deemed present at the meeting.

Section 7 Action by Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or of a committee may be taken without a meeting if, prior or subsequent to the action, a consent or consents in writing (or other record form) setting forth the action so taken shall be signed by all the Directors or members of the committee, as the case may be, and shall be filed with the Secretary of the Association.

ARTICLE X ELECTIONS

Section 1 Nominating Committee Not less than sixty (60) days prior to the election meeting the President shall appoint a Nominating Committee consisting of one (1) members of the Board of Directors and two (2) members of the Association who are not members of the Board of Directors who shall meet and select qualified and interested members as candidates for the Board of Directors. A standard form shall be provided for the nominees to indicate their consent to be nominees and their willingness and availability to serve if elected.

Section 2 Number of Nominees The Nominating Committee may nominate up to twice as many candidates for directorship as there are director vacancies.

Section 3 Additional Nominations Not less than twenty (20) days prior to the election meeting, notice shall be given by the Secretary to the membership in writing of the report of the Nominating Committee. Additional nominations may be made upon the consent of the nominee and the written petition of five (5)

members in good standing, which written petition shall be presented to the Secretary not less than ten (10) days prior to the election meeting and notice thereof shall be immediately sent to the membership. No nomination shall be made from the floor.

Section 4 Tellers The President shall appoint at least two (2) Tellers at the Annual Meeting, not more than one (1) of whom shall be a member of the Board of Directors. The Tellers shall provide the necessary ballots, conduct the election, count the ballots and certify the results thereof to the membership immediately following the balloting.

Section 5 Election Tie In the event of a tie and two Directors have completed their term, the President and the two outgoing Directors shall cast the deciding votes.

In the event of a tie and one Director has completed his term, the President, Vice President and Secretary shall cast the deciding vote.

ARTICLE XI ASSOCIATE MEMBERSHIP

Section 1 By-Laws The Association may establish, at its discretion, a classification of membership known as Associate Membership. Associate members shall have no vote in Association affairs, shall conduct no activity detrimental to the Association or its members and shall be governed by these By-Laws.

Section 2 Membership Associate Membership may be conferred on any person or firm determined by the Board of Directors of the Association to have an appropriate relationship to the Sheet Metal and Air Conditioning Industry and to the Association. Such manufacturers, wholesalers and distributors must represent a worthy product that is used by the contractors of the Sheet Metal Industry. No Associate Member may employ non-signatory workers who are engaged in work covered by the local collective bargaining agreement. The Associate members may hold meetings, elect a Chairman and Secretary from within their membership, set priorities and carry out programs that are beneficial to the members of the Association.

Section 3 Application Application for associate membership shall be as provided in Article III, Section 2 of these By-Laws. Acceptance for membership shall be handled for Associate Members as provided in Article III, Section 3 of these By-Laws.

Section 4 Meetings Meetings of the Associate Members shall be at times and places and in the manner determined by the Associate Members and approved by the Board of Directors of this Association, subject to the provisions and these By-Laws.

Section 5 Officers The election of the Chairman and Secretary by the Associate Members shall coincide with the annual meeting of the Association and be conducted in the matter determined by the Associate Members and approved by the Board of Directors of this Association subject to the provisions of the By-Laws.

Section 6 Activity Fees The activity fees and assessments of the Association for Associate Members shall be as set from time to time by the Board of Directors of this Association.

An accounting of such funds shall be made to the officers of the Associate Members no less than once per annum, and upon request, to the Board of Directors of this Association.

Section 7 Liaison Committee A joint committee consisting of contractors and associate members shall provide liaison, whenever necessary, between the Board of Directors of the Association and the Associate Membership. These members shall be appointed by the President.

Section 8 Termination of Membership Associate Membership in the Association may be terminated by a majority vote of the Board of Directors. Any Associate member terminated by the Board may appeal this

action within 90 days of receipt of termination notice.

Section 9 Dissolution The Association reserves the right to dissolve the category of Associate Membership at any time provided notice of such intent to dissolve this category of membership has been given in writing to the Associate Members thirty (30) days prior to the dissolution meeting at which time activity fees which have been paid in advance will be refunded to those members in good standing unless otherwise provided by law.

ARTICLE XII AFFILIATE MEMBERSHIP

Section 1 By-Laws The Association may establish, at its discretion, a classification of membership known as Affiliate membership. Affiliate members shall have no vote in Association affairs, shall conduct no activity detrimental to the Association or its members and shall be governed by these By-Laws.

Section 2 Membership Affiliate membership may be conferred on any person or firm determined by the Board of Directors of the Association to have an appropriate service relationship to the Industry.

Section 3 Application Application for Affiliate membership shall be as provided in Article III, Section 2, of these By-Laws. Acceptance for membership shall be handled for Affiliate Members as provided in Article III, Section 3 of these By-Laws.

Section 4 Activity Fees The activity fees and assessments of the association for Affiliate members shall be as set from time to time by the Board of Directors of this association.

Section 5 Termination of Membership Affiliate membership in the association may be terminated in accordance with Article III, Section 7, of these By-Laws.

Section 6 Dissolution The Association reserves the right to dissolve the category of Affiliate Membership at any time provided notice of such intent to dissolve this category of membership has been given in writing to the Affiliate Members thirty (30) days prior to the dissolution meeting at which time activity fees which have been paid in advance will be refunded to those members in good standing unless otherwise provided by law.

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 all liabilities of the Association, including without limitation the debts and expenses such of liquidation, shall be distributed in accordance with the Pennsylvania Nonprofit Corporation Law, as amended (or the corresponding provisions of any future Pennsylvania nonprofit corporation law).

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 ten (10) days prior to the date of the meeting the amendments are to be voted upon.

**ARTICLE XV
LIABILITY OF DIRECTORS**

Section 15.1 Liability of Directors. Except for responsibility or liability of a Director pursuant to any criminal statute or for payment of taxes pursuant to local, state or Federal law, a Director 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 has breached or failed to perform his or her fiduciary duties as provided in Section 15.2 hereof, and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 15.2 Director's Fiduciary Duties. A Director of the Association shall stand in a fiduciary relation to the Association and shall perform his or her duties as a Director (including as a member of any committee of the Board) in accordance with the standards set forth in 15 Pa.C.S.A. §5712(a) of the Pennsylvania Nonprofit Corporation Law, as amended (or the corresponding provisions of any future Pennsylvania nonprofit corporation law). Absent breach of fiduciary duty, lack of good faith, or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interest of the Association.

SMACNA OF WESTERN PENNSYLVANIA
/s/ John D. Raught

ATTEST:
/s/ James T. Strother, Jr., CAE – Executive Director

Adopted - July 16, 1956

As Amended December 13, 1965
As Amended December 8, 1969
As Amended April 18, 1974
As Amended December 12, 1977
As Amended June 21, 1979
As Amended June 16, 1980
As Amended March 5, 1984
As Amended June 11, 1985
As Amended June 17, 1986
As Amended March 21, 1990
As Amended December 11, 1990
As Amended June 22, 1993
As Amended December 13, 1994
As Amended April 21, 2003
As Amended December 3, 2008
As Amended June 11, 2015