

IRON LEAGUE OF CHICAGO, INC.
BYLAWS
AS AMENDED MAY 20, 2014

IRON LEAGUE OF CHICAGO, INC.
BY-LAWS

ARTICLE I.

The name of the Association is Iron League of Chicago, Inc.

ARTICLE II.

The location of the office of the Association shall be determined by the Board of Directors.

ARTICLE III.

The purposes of the Association are:

(1) To form a body of persons thoroughly representative of the architectural ironworker industry, including manufacturers, erectors and suppliers; to unite them in bonds of good fellowship and mutual understanding and to achieve the goals of the Association as set forth in this Article.

(2) To promote and maintain definite standards of service without restraining competition or sanctioning any attempt to fix or control prices.

(3) To provide each member with information pertinent to the successful operation of its business.

(4) To provide resources and consultation on matters pertaining to labor and employee relations, to provide leadership to groups who wish to act as a unit, by their preference, negotiating and executing labor union contracts, the administration of trusts established by labor negotiations and group insurance programs.

ARTICLE IV. MEMBERSHIP

(1) Regular Membership. Any corporation, firm, partnership or individual proprietor engaged in the architectural ironworker industry and/or in furnishing and/or erection of metal products and that is signatory to Ironworkers Local 63 and/or the Ironworkers International agreement, other than those described in paragraph 2 of this Article.

(2) Associate Membership. Any corporation, firm, partnership, or individual proprietor providing raw materials (including prime metals) and/or services, other than erection and/or installation, to the metal fabricating industry. Associate members shall enjoy all the rights and privileges of regular members, except they may not vote nor be elected to serve as President, Vice President, or Secretary-Treasurer.

(3) Admission. Applicants for Regular or Supplier Membership may become members as follows:

a. All applications of membership shall be written on application forms furnished by the Association. Invoicing for dues shall commence the first month after the formal approval of application.

b. All applications shall be referred to the membership committee for its recommendation with respect to the application. The membership committee shall submit the application with such recommendation to the Board of Directors for consideration at the Board of Directors next regular meeting.

c. Approval of all applications shall require the affirmative majority vote of said Board of Directors. The Board of Directors shall, upon written request of the applicant, provide for a hearing on any application for membership before any refusal of membership.

(4) Expulsion, Suspension, Disciplinary Action. Violations of these by-laws or action on the part of any member deemed to be detrimental to the best interests of the association or the industry shall be cause for suspension or expulsion from the association or other disciplinary action under the following conditions:

a. The member shall be notified in writing of any charges preferred against it by action of the Board of Directors and shall be given thirty (30) days in which to reply thereto either in writing or by personal appearance before the Board of Directors at a regular meeting or a special meeting to be called for such a purpose.

b. Disciplinary action, suspension or expulsion may be ordered only by action of a majority of the Board of Directors.

(5) Resignation. Written notice of intention to withdraw from the membership shall be submitted by registered mail to the Secretary of the Association. Withdrawal shall be effective the first of the fourth (4th) month following the date of letter of resignation. Such withdrawal shall be accepted by the Board of Directors: provided, however, that the withdrawal shall be effective only upon fulfillment of all obligations to the association, including dues, to the date of withdrawal. In addition, no intent to withdraw from membership can be submitted once contract negotiations have commenced until conclusion of such negotiations.

(6) Termination. The Board of Directors, upon majority vote, may terminate the membership of any member three (3) months behind in the payment of dues or any other charges. However, the member must be given the opportunity to pay all dues and/or charges within fifteen (15) days before such termination becomes effective.

(7) Expelled, Terminated, Resigned Members. The right of a member to vote, and all rights, title, and interest of a member in and to the association and its property, and all other rights and privileges of membership shall cease upon expulsion, termination, or resignation of membership.

(8) Voting Rights. Only Regular Members in good standing of the Association shall be entitled to vote. Any executive officers or accredited representative of a member may attend the

general meeting of the members, but only one (1) accredited representative of any member shall be entitled to one (1) vote.

(9) Dues. The Board of Directors shall determine the amount of dues and other charges and the manner of payment. Any changes in the amount of dues and manner of payment shall not be effective until thirty (30) days after the members are notified in writing of such change. A vote of three-fourths (3/4) of the membership at a regular or special meeting may invalidate a change in the amount of dues voted by the Board of Directors.

ARTICLE V. OBLIGATIONS OF MEMBERS

All members, by reason of membership in the association, assume the following agreements and obligations:

(1) To maintain and support its by-laws, and to be bound thereby provided they do not conflict with the Constitution and laws of the United States or Constitution and laws of the state in which we do business.

(2) To abide by and conform to such rules, regulations and resolutions as are or may be hereinafter adopted by the association or by the Board of Directors acting within its legal powers and authority.

(3) To do their part to serve the association when called upon to do so.

ARTICLE VI. MEMBERSHIP MEETINGS

(1) Annual Meeting. There shall be an annual meeting of the members of the association on the second Tuesday of December of each year, or such other day as shall be determined by the Board of Directors, but in no event shall there be less than one (1) meeting in any twelve (12) month period, except as provided in paragraph 2 of this Article.

(2) Quorum. Twenty-five percent (25%) of all members entitled to vote and present at any annual, regular or special meeting of the association, but a duly authorized representative or represented by a proxy, shall constitute a quorum, and such quorums shall be necessary at all meetings of the members for the transaction of business, except as may be otherwise provided by the by-laws. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat, present by a representative or by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite number of voting members shall be represented, and any business may be transacted at the meeting as originally called.

(3) Special Meetings. Special meetings shall be called by the President or by the Secretary-Treasurer, or at the request of any five (5) members of the Board of Directors, or any fifteen (15) members of the Association.

(4) Notices. All meetings of the members shall be called by forwarding notice thereof to each member at his address of record, not less than ten (10) days nor more than thirty (30) days prior to such meetings.

(5) Majority Vote. A majority vote of the members present at a meeting, in person or by proxy, shall decide all questions excepting those pertaining to amendments of the bylaws which are governed by Article XVIII of these bylaws and except as provided in paragraph 7 of Article IV.

(6) Place of Meetings. Membership meetings shall be held in the office of the Association or in any other place which the Board of Directors shall select.

ARTICLE VII. BOARD OF DIRECTORS

(1) Election of Directors. The Board of Directors shall be composed of the President, Vice President, Secretary-Treasurer and two (2) representatives of members, making a total Board of five (5) members. Only individuals who function in an executive capacity (with the authority to commit the firm's capital) in firms that are regular members in good standing of the association shall be qualified to serve as members of the Board of Directors.

(2) Terms. The Directors, including the President, Vice President and Secretary-Treasurer, shall serve for a (2) year term. The term shall be from January 1 through December 31. Two (2) Directors shall be elected in each odd numbered year and three (3) Directors shall be elected in each even numbered year. All Directors shall serve without compensation. No Director shall serve for more than two (2) consecutive terms.

(3) Vacancies. Any vacancies on the Board of Directors may be filled by the remaining members of the Board for the remaining portion of the term. If the term of the office of the vacated directorship does not expire at the time of such next annual meeting, a new Director shall be elected at such meeting to fill the vacancy for the unexpired portion of the two (2) year term.

(4) Nominations. The Directors shall be nominated at the annual meeting. Such nominations shall be submitted by a nominating committee appointed by the President and approved by the Board for presentation to the general membership. Additional nominations may be made from the floor at the annual meeting. Should additional nominations be made, voting shall be by secret ballot and those nominees receiving the greatest number of votes shall be declared elected.

(5) Duties. Except as otherwise herein provided, the Board of Directors shall have supervision and management of the affairs and property of the Association. The Board shall, without limiting the power above granted, have to authority to engage, suspend, or dismiss employees, agencies, and consultants, fix their compensation, and prescribe their duties.

(6) Indemnification. The directors and officers shall serve without compensation. Accordingly, this association shall indemnify officers and directors from any liability, claim, suit, cause of action, including the cost of defending the same, resulting from any act or failure to act of officers and directors while in the performance of their duties as an officer or director. All appointees of the association, including appointees of the Board of Director or of the President, including trustees and committee chairmen, shall serve without compensation, and the Association shall indemnify them from any liability, claim, suit, cause of action, including the cost

of defending the same, resulting from any act or failure to act while in the performance of their duties.

(7) Meetings. Regular meetings shall be held at least four (4) times per year. Special meetings of the Board may be called by the President or by the Secretary-Treasurer at the request of any four (4) members of the Board of Directors. Notice of all meetings shall be mailed, emailed or telephoned at least thirty (30) days prior to the date of such meetings. Meetings may be held without notice if all Directors are present or if those not present waive notice of the meeting in writing either before or after the meeting.

(8) Quorum. A majority of Directors shall constitute a quorum, and any action of a majority of those present shall be the act of the Board.

(9) Failure to Attend Regular Meetings. In any case where a Director fails to attend three (3) consecutive regular meetings of the Board of Directors, it shall be the duty of the Board, at the third (3rd) consecutive meeting, to declare the office of such Director vacant and to fill the vacancy according to Section 3 of this Article.

(10) Honorary Members. The Board of Directors may elect, upon majority vote, Honorary Life Directors and Honorary Life Members. Honorary Life Directors and Honorary Life Members shall not have the right to vote at meetings of the Board of Directors or meetings of the membership. They may be appointed to Committees and as Trustees and, when serving in such capacities, shall have the right to vote as a Committee member and as a Trustee.

ARTICLE VIII. EXECUTIVE COMMITTEE

(1) Members. The Executive Committee shall consist of the President, the Vice President and the Secretary-Treasurer. The President shall serve as Chairman of the Executive Committee.

(2) Duties. The Executive Committee shall have all the powers delegated to it by the Board of Directors and shall conduct the day-to-day activities of the association during intervals between meetings of the Board, including arranging the program and details of the annual meeting, preparing a budget for the approval of the Board of Directors, and making recommendations from time to time.

(3) Meetings. The meetings of the Executive Committee may be called by the President, the Vice President or by the Secretary-Treasurer on their own motion, on three (3) days' notice by mail, email or telephone. Attendance at an Executive Committee meeting shall constitute waiver of notice. In case of an emergency, notice can be waived.

(4) Quorum. Three (3) members shall constitute a quorum, and the act of a majority present shall be the act of the Executive Committee.

ARTICLE IX. OFFICERS

(1) Officers. The officers shall consist of a President, Vice President and Secretary-Treasurer, all of whom shall be elected by the membership at the annual meeting. Term of office shall be two (2) years or until the next annual meeting, but no person shall be elected President or Secretary-Treasurer for more than two (2) successive terms. No associate member may be elected an officer. No two (2) offices shall be held by the same person and no regular member may be represented in two (2) offices. All officers shall serve without compensation.

(2) Removal. Any of said officers may be removed without cause by a vote of a majority of the entire Board of Directors, who shall fill any vacancies for the unexpired term.

ARTICLE X. PRESIDENT

(1) The President shall preside at all meetings of the members and the Board of Directors. Except as otherwise provided, he shall appoint all special and standing committees. He shall also appoint all trustees. He shall be empowered to perform all of the duties and exercise all of the authority normally associated with the office of the President.

(2) At the third regular Board of Directors meeting during each year, the President shall announce the appointment of a Nominating Committee selected by the Board of Directors, consisting of no more than five (5) members. The Nominating Committee shall be approved by a majority vote of the Board of Directors and shall recommend a list of officers and directors no later than forty-five (45) days prior to the annual meeting. The Committee's recommendations shall be mailed to the members with the notice of the annual meeting. All members of the Nominating Committee shall be selected from among the regular members.

ARTICLE XI. VICE PRESIDENT

In the absence of the President, the Vice President shall act as President.

ARTICLE XII. SECRETARY-TREASURER

The Secretary-Treasurer shall attend all meetings of the association, the Board of Directors and the Executive Committee and shall keep a record of their proceedings. He shall, together with the Executive Director, have custody of all the records of the association and have charge of the reporting of activities of the association.

He shall collect dues and charges and deposit them when received. His accounts shall be audited at the end of each fiscal year by a firm of certified public accountants chosen by the President and approved by the Board of Directors.

Any of the duties of the Secretary-Treasurer may be delegated by the Board. All records shall be open to the Executive Committee and/or the Board of Directors when acting as a Board.

ARTICLE XIII. EXECUTIVE DIRECTOR

(1) Employment. The Board of Directors shall employ an Executive Director on a salary or contract basis. The terms and conditions of employment of the Executive Director shall be specified by the Board.

(2) Authority and Responsibility. The Executive Director shall manage the activities and handle the daily routine business of the association as prescribed by the Board of Directors and shall be responsible to the Board. The Executive Director shall attend all meetings of the membership, the Board of Directors and the Executive Committee and such meetings of committees and trustees as directed by the Board of Directors meetings and membership meetings. He shall, under the direction of the Secretary-Treasurer, have custody of the files and records of the association.

ARTICLE XIV. POWERS AND LIMITATIONS

(1) No officer of the association, elective or appointive, committee, committee chairman, committee member or Executive Director shall have authority to incur or contract liabilities without approval of the Board of Directors.

(2) The Board of Directors may authorize the investment of the surplus funds of the association in such securities as it may deem proper, with full power to exchange or sell such securities.

ARTICLE XV. INFORMAL ACTION AND ADDRESS OF RECORD

(1) Any action required by these by-laws to be taken at a meeting of the members or the Board of Directors of the association, or any other action which may be taken at a meeting of the members or the Board of Directors, may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the members authorized to vote with respect to the subject matter thereof, or all the Directors, as the case may be.

(2) A vote of the members of any committee may be taken on any proposition by mail, email or telegraph, without a meeting. A majority of the votes received within the period of time, which must be reasonable, fixed in the call for a vote by means other than a meeting, shall be decisive unless a meeting is requested by any three (3) members of a committee in a matter requiring a vote by that committee, in which case a meeting of the committee shall be called for the purpose of discussing and voting on the proposition.

(3) Every member shall furnish the Secretary-Treasurer an address to which all notices and documents shall be held to have been duly sent to and served upon a member when mailed or telegraphed to a member at the address so furnished. In default of the member having furnished such an address, any notice or document shall be held to be been duly sent to or served upon a member if mailed or emailed to him at the member's last known address.

ARTICLE XVI. COMMITTEES

- (1) The Board of Directors shall annually at its first meeting designate the standing committees.
- (2) The Board of Directors shall annually at its first meeting designate the number of persons to be named to each standing committee and shall specify the duties of such committee.
- (3) The President shall annually designate the personnel of each committee and at the time of the appointment of a committee shall designate its chairman.
- (4) The President shall annually designate the Trustees that the association is empowered to select under any trust agreement with respect to multi-employer pension, health and welfare, apprenticeship training and industry advancement fund programs. Trustees shall be confirmed by a majority vote of the Board of Directors present at the meeting.
- (5) The committees provided for in this Article shall hold office for a period of one (1) year or until their successors are duly appointed and qualified. A member of any of the committees provided for in this Article may be removed from office as a committee member for conduct not becoming his office or conduct detrimental to the best interests of the association by a majority vote of the Board of Directors of the association at any regular meeting or a special meeting called for that purpose provided that the call of the meeting have notice of the action contemplated with respect to any such member.

ARTICLE XVII. ASSOCIATION AS COLLECTIVE BARGAINING AGENT FOR MEMBERS

- (1) Under rules adopted by the Board of Directors, the association may act as collective bargaining agent for members with respect to any union that represents employees of twenty percent (20%) or more of the members of the association. At an appropriate time, members of the association who have employees represented by any such union or unions will be given the opportunity to designate the association as their representative for the purpose of negotiating a collective bargaining agreement and handling grievances and other disputes that may arise under or with respect to such an agreement. Such designation shall be accomplished by the execution by members desiring to be represented by the association of an authorization of representation in a form adopted by the labor committee or committees provided for in these by-laws.
- (2) As an exception and supplement to the foregoing paragraph, regular members (but not supplier members) that have employees represented by Architectural and Ornamental Iron Workers Union Local 63 of Bridge, Structural and Ornamental Iron Workers (AFL-CIO), will be deemed, by virtue of their membership in the association, to have designated the association as their representative for the purpose of negotiating collective bargaining agreements and handling of grievances and other disputes with said Union. Such designation shall be accomplished by executing at the appropriate time or times an authorization of representation in the form attached hereto and made a part of these by-laws as Appendix A. When a regular

member firm executes such an authorization, the authorization shall not be subject to revocation except as provided therein.

ARTICLE XVIII. AMENDMENTS

(1) By-Laws Changes. Any provision of these by-laws may be altered, amended or repealed at any annual, regular or special meeting of the membership by a two-thirds (2/3) affirmative vote of the members present at such meeting, provided that the call of the meeting gave notice of such proposal.

(2) Initiation of By-laws Changes. Changes in these by-laws may be initiated by the Board of Directors or by a request in writing by twenty percent (20%) of the members of the association. The Secretary-Treasurer shall submit each proposal to a meeting of the membership (either regular or special) to be held within thirty (30) days after the filing of the request by the membership. The call for such meeting shall give specific notice of the proposed change in the by-laws.

(3) Effective Date of Amendments. Any amendment adopted in accordance with this article shall become binding upon each member of the association immediately upon the announcement by the President at the meeting in which the amendment is voted upon of the affirmative vote of the members present at such meeting. These by-laws likewise shall become effective immediately upon the announcement by the President of the results of the vote at the meeting at which these by-laws are approved.

ARTICLE XIX. RULES OF PROCEDURE

Robert's Rules of Order Revised shall govern the procedure of all meetings of the association and all meetings of the Board of Directors, except as such rules are modified herein.

APPENDIX A
IRON LEAGUE OF CHICAGO, INC.
Authorization of Representation – Local 63

The undersigned member of the Iron League of Chicago, Inc. (the “Association”) hereby designates the Association through the appropriate Committees provided for in the Association’s By-laws, as its sole and exclusive bargaining agent:

(a) To enter into negotiations on its behalf and to execute collective bargaining agreements (either multi-employer or individual employer agreements) with Architectural and Ornamental Iron Workers Local 63 of the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO (the “Union”), to cover wages, hours and other terms and conditions of employment of the undersigned’s employees represented by said Union; and

(b) To handle such grievances and other disputes, including arbitrations, arising under such collective bargaining agreements.

In consideration of the services performed and to be performed on behalf of the undersigned by the Association, the undersigned hereby agrees that this authorization is irrevocable to the extent hereinafter set forth and that the undersigned will not negotiate or discuss separately a new collective bargaining agreement or an interim agreement with said Union unless approval has first been given by the Association. In the event the Association is unable to reach a settlement with said Union on the terms of a collective bargaining agreement or dispute of any kind whatsoever, the undersigned agrees:

(a) If the Union takes strike action against any member of members of the Association, the undersigned together with other non-struck members who have signed similar authorizations, upon request of the Association and to the extent it may lawfully do so, will close down and lock out its employees as a defensive measure to such tactics and take such other lawful defensive action with respect to the strike as the Association deems to be necessary or appropriate to preserve and protect the rights of Association members to engage in collective bargaining on a multi-employer basis through the Association.

(b) If the Union insists upon adoption of terms unacceptable to the Association, the undersigned together with all other members who have signed similar authorizations, upon request of the Association and to the extent that it may lawfully do so, will close down and lock out its employees as an offensive measure and take such other lawful action as the Association deems to be necessary or appropriate.

It is the spirit and intent of the foregoing provisions that all members of the Association who have signed similar authorizations will share the benefits and the burdens of bargaining through the Association and shall cooperate to the end that the members as a group maintain the best possible bargaining position with the aforesaid Union. Consequently, in the event of a strike or a lockout, the undersigned will not arrange to have work which it would have performed except for such strike or lockout transferred to any firm that is not a member of the Association and in which the undersigned or any officials or representatives thereof have an interest; nor shall the undersigned take any other action which would weaken the bargaining position of the Association or work to the detriment of other members of the Association.

While the Association undertakes and is obligated to bargain with the aforesaid Union in behalf of the undersigned and other Association member firms who have executed similar authorizations, nothing in the foregoing provisions shall require the Association to bargain for members on a multi-employer basis if the Association's Board of Directors or the Association's labor committee constituted to conduct bargaining with the aforesaid Union deems it in the best interests of the members to negotiate for such members on an individual employer basis and takes appropriate steps to preserve the right of members to bargain on an individual employer basis.

In recognition of the fact that it would be extremely difficult, if not impossible, to fix the actual damages to the Association and its members which would result from the breach of any of the foregoing provisions of this authorization, the undersigned agrees that the amount payable, not as a penalty but as liquidated damages, by the undersigned for a breach of the foregoing provisions of this authorization shall be Two Hundred Fifty Dollars (\$250.00) per day per employee of the undersigned represented by the aforesaid Union for each day the breach continues but not for more than thirty (30) calendar days. Such liquidated damages shall be payable at the office of the Association and shall be equally distributed to members of the Association who have signed similar authorizations and who have abided by the provisions of such authorization (if such distribution can be made without adversely affecting the status of the Association under Section 501(c) of the Internal Revenue Code or under any other local, state or federal legislation) or otherwise disposed of in such lawful manner as the Board of Directors of the Association shall decide.

Any dispute arising under the provisions of this authorization shall be submitted to and decided by an impartial arbitrator selected by the Board of Directors of the Association from among arbitrators residing in Illinois who are members in good standing of the National Academy of Arbitrators.

Arbitration proceedings under this authorization shall be instituted by written notice from the Association to the undersigned, which notice shall set forth the matter to be arbitrated, the time of the arbitration hearing (which time shall be not less than ten (10) days after the date of notice), the place of the arbitration hearing and the name of the arbitrator. Arbitration may proceed to hearing and decision despite the failure or refusal of the undersigned to appear.

The arbitrator shall have the authority to determine whether the undersigned has violated any of the provisions of this authorization and, if so, to compute in accordance with the formula set forth above the amount of the liquidated damages payable to the Association in consequence of such violation and render a decision and award in favor of the Association in the amount of such damages together with such other mandatory or restraining order or award as the arbitrator shall consider appropriate to the extent permitted by law. The fees and expenses of the arbitrator shall be borne by the undersigned in the event the arbitrator finds it has violated the provisions of this authorization; otherwise, the fees and expenses shall be borne by the Association.

The undersigned hereby waives, releases and forever discharges the Association (and its officers, directors, employees, agents, committee members, and members) from and against any claims which it may now or in the future, arising from this Authorization and the Association's role as the sole and exclusive bargaining agent of the undersigned.

This authorization shall become effective on the date hereof and shall remain in effect until the execution of a new collective bargaining agreement agreed upon by the Association and the Union and thereafter so long as the undersigned remains a member of the Association.

Firm: _____

By: _____

Title: _____

Date: _____