

**CONSTITUTION, BY-LAWS,  
And WORKING RULES  
Of  
PLUMBERS LOCAL NO. 16**

**ARTICLE I  
NAME**

This organization shall be known as Plumbers' Local Union No. 16 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, hereinafter called the United Association.

## **ARTICLE II WORK JURISDICTION**

(a) This Agreement covers all journeymen, apprentices, foremen, area foremen and general foreman engaged in the installation of plumbing systems and component parts thereof, including the making and installation of all flashings, welding, bending, threading, fabrication, assembling, erection, installation, testing by any mode or method including hydrostatic, pneumatic, magniflux, dye-checking, and all physical assistance to the x-ray process at the job site, internal cleaning of process piping, dismantling, repairing, reconditioning, storage maintenance at the construction site, adjusting, altering and servicing such work, including also all cutting and threading of pipe in the shop or at the job site to be used in the above named systems. This agreement also includes handling and loading, distribution, reloading, tying-on and hoisting such piping equipment at the job site by any method, including also all hangers, supports of every description, the cutting of all holes, chasings, or channels in connection with the work herein described, the setting of all flashings, sleeves, and inserts in connection therewith, installation of sanitary and storm sewers within the property line, excluding but not precluding single family dwellings, and all other work included in the trade jurisdictional awards of the Impartial Jurisdiction Disputes Board and agreements and decisions of record, including all other sanitary piping by any mode or method. The work jurisdiction as outlined in the above shall not be changed or re-assigned to other crafts because of changes in types of materials or mode or installation.

The following items clarify and supersede the items listed in the foregoing paragraph:

Employer's delivery person may load and/or unload material to/from a lock box designated as the "drop-box". This condition shall be limited to not more than two (2) lengths of pipe 2" or smaller and/or not more than two (2) containers of materials that can be hand carried.

With regard to setting of sleeves and inserts the following shall apply: It is understood that in those instances when it is required to set a few sleeves or inserts prior to the time that the employer has manned the project with both crafts (plumber and steamfitter) the employer may perform said work with an employee of his choice from either craft (plumber or steamfitter), provided, however, that the Union is notified by the employer and agrees prior to the installation of the foregoing.

(b) All provisions of this article shall apply regardless of who may purchase or furnish the pipe fabrication and assemblies to be erected.

Piping formations 2" in diameter and under shall be fabricated and assembled on the job site or in a shop within the territorial jurisdiction.

This article does not apply to factory fabricated packed items and similar equipment, however, customarily job fabricated items are not considered package fabricated items with respect to the intent of this paragraph.

All other piping not stipulated above shall be fabricated in a shop that by reason of a collective bargaining agreement or by reason of company policy pays such shop fabrication at a wage rate at least equal to the Davis-Bacon Wage Rate or the Building and Construction Trades Wage Rate (whichever is the higher) established for building and construction work in the geographical area in which the shop is located. The employers agree to furnish to the M.C.A.O., evidence of compliance with this Davis-Bacon Wage Rate or the Building and Construction Trades Wage Rate Protection Provisions on all projects covered by this agreement.

**ARTICLE III**  
**TERRITORIAL JURISDICTION**

The Territorial Jurisdiction of this Local Union shall be such as shall be assigned to it from time to time by the United Association and the following counties in Nebraska and Iowa.

This agreement covers all such work performed in Nebraska counties of Douglas, Sarpy, Cass, Otoe, Washington, Saunders, Dodge, Cuming, Stanton, Wayne, Madison, Burt and the Iowa counties of Harrison, Pottawattamie, Cass, Montgomery, Page, Mills, Crawford, Carroll, Monona, Shelby, Audubon and Fremont.

All work performed within the distance designated in the current agreement, shall be a free zone. No travel expense or time will be paid for work inside this zone. The current collective bargaining agreement clarifies employment practices outside this zone.

## **ARTICLE IV MEMBERSHIP**

**Section 1. APPRENTICES** - Apprentices will be allowed as provided in the Joint Apprenticeship Committee agreement. All apprentices must become members of the United Association after serving a probationary period and no journeyman will be permitted to work with an apprentice who is not a member or is not serving a probationary period. Apprentices will be employed in compliance with the approved Joint Apprenticeship Committee Standards and Ratios.

The term of apprenticeship or learning shall not be less than Five (5) years. All apprentices must attend school under the direction of the Joint Apprenticeship Committee.

Applicants for apprenticeship shall comply with the application requirements set forth by the Joint Apprenticeship Committee.

If the applicant qualifies under the foregoing requirements, he/she may then make application to the Joint Apprenticeship Committee. If said applicant is accepted into the Apprenticeship Program, he/she shall then serve a probationary period of no less than six (6) months. Upon satisfactory completion of such probationary period, he/she shall make application for membership in the Local Union.

Before being admitted to membership as an apprentice, the applicant must agree to the following requirements:

1. That he/she will work at the trade with the intention of learning all phases of the plumbing and pipefitting industry.
2. That he/she will study under the apprentice training system of the United Association.
3. That he/she must work at the trade for at least Five (5) years before becoming eligible for journeyman classification as provided in the Constitution of the United Association.
4. That he/she must have and maintain a sound moral character.
5. That absence from apprenticeship school (except for good cause shown) or failure to pass progress or skill examinations as directed by the Joint Apprenticeship Committee will be sufficient reason for discipline or termination of his/her apprenticeship as provided in the Constitution of the United Association.
6. All Apprentices shall sign the Scholarship Loan Agreement.

Apprentices admitted to membership in the Local Union shall be entitled to all the monetary benefits of the Local Union and of the United Association and, as learners, they will be entitled to attend meetings of the Local Union but without voice or vote.

The initiation fee for an apprentice shall be the same as for journeymen at the time of initiation; \$40.00 of which must be paid on application for membership before he/she is initiated and the balance carried forward and paid on or before such time as his/her classification is changed to journeyman.

Apprentices shall, at the completion of their term of apprenticeship and upon the certification of the Joint Apprenticeship Committee, be enrolled in the Local Union as journeyman plumbers; the General Office of the United Association to be notified of such action for the purpose of maintaining proper records.

**Section 2. BUILDING TRADES JOURNEYMEN** - Every applicant, to be entitled to membership as a journeyman in the Local Union, must be skilled craftsman and his/her application must contain information as to his/her experience and/or training. It must show that he/she had at least five (5) years actual practical working experience at the plumbing and pipefitting industry, that he/she is of good moral character and he/she must pass a satisfactory examination conducted by the examining board of the Local Union.

The application for membership shall be made in writing upon the form prescribed by the United Association. The applicant may then be required to take an examination to be given by the examining board of the Local Union to become a Building Trades Journeyman. If he/she passes successfully he/she shall then be so notified and instructed as provided in the provisions of the United Association Constitution, pay the Local Union the initiation fee hereinafter provided for, be initiated as a member and pay the Local Union a minimum of one (1) months dues in advance. He/she shall thereupon receive a membership card and a copy of the Constitution and By-Laws of the United Association and the Local Union. His/her name shall be placed upon the membership role of the Local Union and he/she shall be entitled to all rights and privileges of a member of the Local Union as conferred by the Constitution and By-Laws of the United Association and Local Union.

The initiation fee for Building Trades Journeymen (currently \$200.00) shall be established by a vote of all officers of the local union. An application fee of not less than \$40.00 shall accompany the application when it is submitted for filing, and the balance shall be paid at the rate of not less than 25% per month of the applicant's monthly net wage until the initiation fee is paid in full. Initiation fees are not refundable.

**Section 3. TRANSFER and TRAVEL CARDS** - Members may also be received into the Local Union on transfer or travel cards from other Local Unions in accordance with the provisions of the United Association.

**Section 4. ADDRESS OF MEMBERS** - It shall be the duty of each member of Local Union to see that the Financial Secretary is advised of the member's post office address and telephone number. In the event of a change of either the member shall within one (1) week after such change give notice thereof to the Financial Secretary.

**Section 5. MEMBERSHIP PROCEDURES** - Shall conform to the provisions of the United Association Constitution.

**Section 6. METAL TRADES JOURNEYMEN** - Every applicant for membership as a Metal Trades Journeyman must submit the following proof in his/her application:

1. That he/she is of good moral character.
2. That he/she has had experience as a journeyman in a Metal Trades Industry.

## **ARTICLE V MEETINGS**

**Section 1. REGULAR MEETINGS** - Regular meetings of this Local Union shall be held on the second Thursday of each month at 7:00 p.m. Fifteen (15) members in good standing shall constitute a quorum for the transaction of business at any meeting.

**Section 2. SPECIAL ORDER OF BUSINESS MEETINGS** - Special Order of business meetings shall be called by:

1. The President of the Local Union
2. A majority of the Executive Board
3. Twenty-five (25) members in good standing
4. A majority of the members present and voting at any regular meeting

Each member in good standing shall be duly notified in advance, by mail at his/her last known address, of any Special Order of Business Meeting and the purpose of such Special Order of Business Meeting shall be stated in the notice. At such Special Order of Business Meeting, no business shall be transacted except that for which the meeting was called.

**Section 3. ATTENDANCE AT MEETINGS** - Members who are not in good standing or who have been suspended shall not have the right to attend meetings. Reinstated members shall be governed by the provisions of the United Association Constitution.

Members who display being under the influence of alcoholic beverages, use improper, profane, provoking or threatening language or who disturb or disrupt the orderly deliberations of the members, have no right to attend any meetings of the Local Union, its Executive Board or any other of its Boards or Committees and may be disciplined and removed from the meeting upon order of the Chairman of the Local Union, subject to being overruled by a majority of the members in attendance.

**Section 4. MEMBERS IN BUSINESS** - Any member of the United Association who enters business legitimately or who holds a financial interest in any business directly connected with the plumbing and pipefitting industry and who desires to maintain his/her membership in the United Association in order to keep his/her burial expense benefits, shall not have the right to voice or vote or to take part in the official affairs of the Union until (1) one year after the member has terminated his business or financial interest in any business directly connected with the plumbing and pipefitting industry.

A member who enters business or holds a financial interest in any business and such business performs work that comes within the work jurisdiction of the United

Association must sign a collective bargaining agreement with a Local Union or Local Unions in whose territorial jurisdiction plumbing work is performed.

No member may be employed in an industrial plant on any work, whether it be construction or maintenance or modernization, that comes within the work jurisdiction of the U.A. where the Local Union does not have a collective bargaining agreement with the industrial plant or where the wage rate and terms and conditions of employment in the plant are less than the standards established in the Local Union's agreement, unless the member has, prior to employment in such a plant, obtained the consent of the Local Union Executive Board.

## **ARTICLE VI OFFICERS AND THEIR DUTIES**

**Section 1. OFFICERS** - The officers of the Local Union shall consist of a President, Vice-President, Business Manager, Financial Secretary-Treasurer, Business Representative, Recording Secretary, Inside Sentry and Executive Board of five (5) members (one of whom shall be the Vice-President of the Local Union and who shall be the Chairman of the Board), a Finance Committee of three (3) members and an Examining Board of three (3) members.

**Section 2. PRESIDENT** - The President shall preside over all Local Union meetings and conduct them in conformity with rules of order, and common sense. The President shall have a general supervisory control over all matters pertaining to the welfare of the Local Union. The President shall be ex-officio over all committees, and by virtue of his office, shall be a member of the Conference Board and a Trustee of the Joint Apprenticeship Committee. The President shall be a delegate to the Omaha Federation of Labor.

**Section 3. VICE-PRESIDENT** - The Vice-President shall be chairman of the Executive Board and have supervision over all members entering the assembly room and upon a member presenting his/her dues card in good standing shall give the member the password. The Vice-President shall also have supervision over all members departing from the room, assist the President with keeping order during meetings and in the absence of the President, will assume the chair. The Vice-President shall also be ex-officio Chairman of the Examining Board.

**Section 4. BUSINESS MANAGER** - The Business Manager meets in daily contact with the public and employees, becoming the Trustee of the welfare of the members of the Local Union. It is the Business Manager's solemn duty and obligation to vigilantly protect the trade jurisdiction of the United Association in the plumbing and pipefitting industry in his locality; also to require employers and Union members to observe and respect collective bargaining agreements, adjust all grievances between members and their employers with fairness and justice as well as to foster and promote employment for the members of the Local Union within or without the jurisdiction of the Local Union.

The Business Manager shall be:

- (a) A member of the Apprentice Committee
- (b) Chairman of the Conference Board
- (c) Trustee of: Health and Welfare, Pension, Defined Contribution, Vacation, J.A.C., and P.A.T. funds
- (d) C.O.P.E. Chairman
- (e) Legislative Committee Chairman
- (f) Delegate to M.I.N.K. Four State Pipe Trades Association
- (g) Delegate to Omaha Building Trades Council

- (h) Delegate to all U.A. Conventions, all Pipe Trades Conventions, and such other conventions and conferences as the Local Union or the Executive Board may direct.
- (i) Delegate to the Nebraska and Iowa State AFL-CIO Convention

**Section 5. RECORDING SECRETARY** - The Recording Secretary will keep a correct and intelligent account of all transactions, resolutions, motions, and the general business of the Local Union meetings. The Recording Secretary shall be a member of the Conference Board and the Resolution Committee, and perform any other duties, special or otherwise, that may devolve upon the office by action of the Local Union or the United Association.

**Section 6. FINANCIAL SECRETARY-TREASURER-BUSINESS REPRESENTATIVE** - The office of Financial Secretary-Treasurer and Business Representative shall be combined and held by one and the same person. He shall collect and be held responsible for all monies collected by him. He shall keep a correct account of the financial standing of all members and maintain a record of their addresses. He shall obtain a surety bond for the Local Union so that every officer, agent, representative, or employee of the Local Union who handles funds or other property of the Local Union shall be bonded for the amount required by law. He shall be responsible for the cash sheet in that it is properly remitted to the general office of the U.A.

He shall pay all bills of the Local Union on a monthly basis, and present to the Finance Committee, all records of receipts and disbursements, and a financial report for their review and verification. This report shall be presented at the following meeting of the Local Union as part of the report of the Financial Secretary-Treasurer-Business Representative.

In addition to the duties imposed upon the Financial Secretary-Treasurer by the Constitution, it shall also be his duty as Business Representative to serve as an Assistant to the Business Manager in the execution of the daily business of the Local Union. He shall report on his activities to the Business Manager and also give a report to the members of Local No. 16 at each meeting. He shall also represent the members in a prudent manner in the following capacities:

- (a) Delegate to all U.A. Conventions
- (b) Trustee of: Health and Welfare, Pension, Defined Contribution, Vacation, and P.A.T. funds
- (c) Member of Conference Committee
- (d) Chairman of Election Board
- (e) Delegate to M.I.N.K. four State Pipe Trades Association
- (f) Delegate to Nebraska and Iowa State AFL-CIO Conventions
- (g) Chairman of the Resolutions Committee

**Section 7. INSIDE SENTRY** - The Inside Sentry of the Local Union Shall have charge of the door and be under the direct supervision of the Vice-President.

**Section 8. EXECUTIVE BOARD** - The duties of the Executive Board shall be as outlined in the United Association Constitution and in addition thereto the Board shall have authority to summon any member of the Local Union to any meeting of the Board in the interest of the Local Union.

**Section 9. EXAMINING BOARD** - The Examining Board shall meet at the discretion of the Executive Board to examine candidates. The Vice-President shall be the Chairman of the Examining Board.

**Section 10. FINANCE COMMITTEE** - The Finance Committee will meet monthly to examine the bank statements, deposits, and disbursements concerning all assets of the Local Union, and they shall report their findings at the Regular Meeting of the Local Union immediately following the examination. Any officer or member refusing to deliver any records pertaining to the assets of the Local Union to the Finance Committee for such examination, or who shall in any manner harass the Finance Committee in the discharge of their duties shall be assessed not less than twenty-five (\$25.00) dollars.

**Section 11. RECORDS** - All records of the Local Union shall remain in the custody of the appropriate officer or officers of the Local Union and except as otherwise provided by the Constitution of the United Association or any state or federal laws, shall be available for examination or inspection by any member.

## **ARTICLE VII NOMINATIONS AND ELECTIONS**

**Section 1. ELIGIBILITY FOR OFFICE** - No member shall be eligible to be nominated for office unless he/she shall have been a member of the United Association and the Local Union in good standing for at least a period of two (2) years immediately prior to the election. Any member who owes or has paid a reinstatement within a period of two (2) years immediately prior to the date of the election shall not be eligible to be nominated for office.

**Section 2. ELIGIBILITY OF OFFICE** - Only qualified journeymen members of the Building and Construction Trades branch of the Local Union shall be eligible for the following offices: 1) President; 2) Vice-President; 3) Business Manager; 4) Financial Secretary-Treasurer-Business Rep.; 5) Members of the Examining Board; 6) Members of the Executive Board. Journeymen members of the Metal Trades branch of the Local Union shall be eligible for all other offices.

**Section 3. NOMINATIONS** - A member must be present at the nomination meeting to be nominated or he/she must have sent a letter indicating his/her desire to run for that particular office for which he/she is being nominated.

**Section 4. NOMINATIONS** - All officers shall be elected for a term of three (3) years. Nominations of officers shall be held in the month of May and the election shall be held during the month of June, and not earlier than twenty-five (25) days after the nomination meeting. At least ten (10) days prior to the nomination meeting, notice to all members in good standing shall be given, setting forth: 1) The date and place of the nomination meeting; 2) Office to be filled; 3) Date, time, and place of the election; 4) Notice shall also state that in the event of a runoff because of a tie vote, the date, time and place of the runoff. Meetings at which nominations and elections are held shall be Special Order of Business Meetings.

**Section 5. ELECTIONS** - The election shall be by secret ballot at such place or places as shall be established by the Local Union. It shall be the duty of the Local Union to provide safeguards for the honest and fair conduct of such election, including the right of each nominee in such elections of at least one (1) observer at the candidate's own expense, at each polling place, provided that the observer be a member in good standing.

Voting by writing the name of a person not nominated shall not be permitted nor will voting for more than the number of candidates indicated on the ballot (where several positions for one office must be filled) and will automatically void the entire ballot. The candidates for each office who receive a plurality of all votes cast shall be declared elected. Where several positions in one office must be filled, as in the case of the Executive Board or Finance Committee, etc., the candidates shall be elected in the descending order of the votes received, starting with the candidates receiving the highest number of votes. In the case of a tie between two or more candidates, a runoff election

shall be conducted between those candidates. Absentee ballots shall be in accordance with the provisions of the United Association Constitution.

Any candidate desiring a recount of the election results must notify the office of the Local Union in writing no later than five (5) calendar days after the election.

**Section 6. PROTEST OF LOCAL UNION ELECTION** - Any protest of the conduct or validity of any Local Union election shall be governed by the provisions of the United Association Constitution.

**Section 7. ELECTION BOARD** - After nomination of officers at the nomination meeting held by the Local Union, the President shall appoint two (2) judges and three (3) tellers for each polling place. The Financial Secretary shall be the Chairman of the Election Board and he shall be responsible for the overall conduct of the election, and the counting of the ballots. The judges shall receive from the Secretary-Treasurer a list of all eligible voters and the list shall be countersigned by the voters upon receipt of their ballots. The general election of the Local union shall not be held earlier than twenty-five (25) days after the nomination meeting, but shall be held on the first Saturday after the second Thursday in June. The polling place or places shall be designated at the nominating meeting. Voting shall be between the hours of 9:00 a.m. and 2:00 p.m. and no ballots shall be cast or received by the voters before or after the designated hours. The ballots are not to be counted until immediately following the closing of the polls. The results will be immediately tabulated and certified by the Financial Secretary-Treasurer or his agent and the ballots deposited in the safe of the Local union for a period of at least one (1) year.

**Section 8. HOLDING OF MORE THAN ONE OFFICE** - No member shall be nominated or elected to more than one of the following offices: 1) President, 2) Vice-President, 3) Business Manager, 4) Financial Secretary-Treasurer/Business Representative, 5) Recording Secretary, 6) Inside Sentry 7) Executive Board 8) Finance Committee, 9) Examining Board. If nominated for more than one of these offices a member must declare which office he/she is a candidate for at the close of the nominating meeting.

**Section 9. OTHER COMMITTEES TO BE ELECTED** - Conference Committee - One (1) (as per the Collective Bargaining Agreement).

COPE Committee - One (1)

**ARTICLE VIII  
COMPENSATION**

**Section 1. COMPENSATION OF OFFICERS** - The following officers shall receive the salaries listed below:

President.....	\$40.00 per month
Vice-President.....	\$15.00 per month
Recording Secretary.....	\$25.00 per month
Inside Sentry.....	\$ 5.00 per month
Executive Board Members (each).....	\$10.00 per month
Finance Committee Members (each).....	\$ 5.00 per month
Examining Board Members (each).....	\$ 5.00 per meeting

**Section 2. BUSINESS MANAGER** - The Business Manager shall receive General Foreman’s pay for forty-three (43) hours per week, fifty-two (52) weeks per year. The Local Union shall furnish a car and a cellular phone to be used by the Business Manager.

**Note:** Vacation time shall be allowed for the Business Manager, but no compensation will be paid for such vacation time.

**Section 3. FINANCIAL SECRETARY-TREASURER-BUSSINESS REPRESENTATIVE** - The Financial Secretary shall receive Foreman’s pay for forty-three (43) hours per week, fifty-two (52) weeks per year. The Local Union shall furnish a car and a cellular phone to be used by the Financial Secretary.

**Note:** Vacation time shall be allowed for the Financial Secretary, but no compensation will be paid for such vacation time.

**Section 4. OTHER EXPENSES** - Any necessary expenses incurred by the officers of the Local Union other than those above provided for, shall be subject to approval by the Executive Board, the Finance Committee, or the Local Union before being allowed. All full time employees of the Local Union shall be covered under Workmen’s Compensation Insurance, Plumbers Local No. 16 Health and Welfare Plan, Pension Plan, Defined Contribution Plan, and the United Association full time employee’s Pension Plan.

**Section 5. LOCAL UNION VEHICLES** - Prior approval shall be required by the officers and members, in order to purchase replacement vehicles.

**Section 6. ADJUSTMENT OF ARTICLE VIII** - Compensation of Officers shall be adjusted as follows:

When the General Fund drops to \$30,000.00, the Business Manager and Financial Secretary/Treasurer’s compensation will be reduced to thirty (32) hours per week until the General Fund increases to \$50,000.00, at which time forty three (43) hours per week shall be paid.

No compensation of officers (Article VIII, Section 1) will be allowed if the General Fund drops to \$30,000. Compensation of officers as spelled out in this article will begin again when the General Fund reaches \$50,000.00

In order to eliminate any confusion with respect to Article VIII, the exact effective date of all wage adjustments shall be determined by the Executive Board, at their next regularly scheduled meeting, after the occurrence of the event giving rise to the action.

**ARTICLE IX  
COMMITTEE AND DELEGATES**

**Section 1. HEALTH AND WELFARE, PENSION, DEFINED CONTRIBUTION, P.A.T., AND VACATION TRUSTS** - The Local Union trustees for the Health and Welfare, Pension, Defined Contribution, P.A.T., and Vacation Trusts shall be the Business Manager and the Financial Secretary/Treasurer. They shall serve on a joint board with two (2) trustees from the Mechanical Contractors Association of Omaha.

**Section 2. JOINT APPRENTICESHIP COMMITTEE** - The Local Union trustees for the Joint Apprenticeship Committee shall be the Business Manager and the President. They shall serve on a joint board with two (2) trustees from the Mechanical Contractors Association of Omaha.

**Section 3. COMMITTEE ON POLITICAL EDUCATION** - This committee shall consist of the Business Manager, Financial Secretary/Treasurer, President, Vice-President and one member elected at large. The duties and functions of the committee shall be to educate the membership and the public on issues and candidates in municipal, state, and national elections, to encourage and assist members and their families to register and vote in elections, and to coordinate the Local Union's political activities with other trade unions in the area, if possible. The C.O.P.E. Committee shall also administer the C.O.P.E. fund for the purpose of supporting candidates favorable to the local union on a city, county, and state level. The C.O.P.E. Fund contribution shall comply with the terms set forth in the current Collective Bargaining Agreement.

**Section 4. LEGISLATIVE COMMITTEE** - The Legislative Committee shall consist of the Business Manager, the President, and the Vice-President. This committee shall endeavor to elevate the standards of work and to secure legislation to maintain such standards.

**Section 5. OMAHA BUILDING AND CONSTRUCTION TRADES COUNCIL** - The Business Manager shall appoint delegates to the Building Trades Council.

**Section 6. OMAHA FEDERATION OF LABOR** - The President shall appoint delegates to the Omaha Federation of Labor.

**Section 7. M.I.N.K. FOUR STATE PIPE TRADES ASSOCIATION** - Delegates to the M.I.N.K. Four State Pipe Trades meetings shall be the Business Manager and Financial Secretary-Treasurer. If the General Fund exceeds \$50,000.00, the President shall also serve as a delegate.

**Section 8. AFL-CIO CONVENTIONS** - Delegates to the Iowa and Nebraska State Conventions shall be elected at the same Regular Meeting at which the convention

call is read. The Business Manager and Financial Secretary-Treasurer shall be delegates by virtue of their office.

**Section 9. INDUSTRY DEVELOPMENT COMMITTEE** - The Industry Development Committee shall be comprised of all of the elected officers of the Local Union. The Business Manager shall serve as chairman of the committee.

**Section 10. RESOLUTION COMMITTEE** - The committee shall be comprised of the Financial Secretary-Treasurer, the Recording Secretary, and a representative from the Executive Board, the Finance Committee, and the Examining Board that received the highest number of votes in the election of officers. The Financial Secretary-Treasurer shall serve as chairman of the committee.

**Section 11. EXPENSE DELEGATES** - The expenses of delegates to conventions and meetings shall be paid by the Local Union. Each delegate shall be paid his/her standard rate of wages for his/her actual lost working time. He/she shall receive transportation rates by the shortest route. Upon receipt of an expense voucher, the delegates shall be reimbursed for their expenses.

## **ARTICLE X VACANCIES IN OFFICE**

**Section 1.** Any officer, committee member or board member of the Local Union who shall be absent from three (3) consecutive Union meetings or three (3) consecutive meetings of his/her elected office, committee, or board; unless on business for the Local Union, shall forfeit his/her right to hold office and the office, committee, or board shall be declared vacant.

Provided: Sickness or employment shall be deemed a valid excuse for failure to attend meetings, provided notice is given to the Local Union. Charges made against any officer must be made in the proper manner and form and the procedure shall be in accordance with that prescribed in the Constitution and By-Laws of the United Association. Any officer when vacating his/her office, shall turn over the Local Union all properties entrusted to him/her not later than forty-eight (48) hours after he/she vacates office.

In the case of death, removal from office, or resignation of any officer, the vacancy shall be filled as follows: Within seven (7) days after the vacancy occurs, the President, Vice-President, Business Manager, Financial Secretary-Treasurer, Recording Secretary, Inside Sentry, Executive Board, Finance Committee and Examining Board, shall meet and by secret ballot elect a successor to the office thus vacated to hold office until the next general election of the Local Union.

**ARTICLE XI**  
**SPECIAL SERVICES**

**Section 1.** If and when in the judgment of the Business Manager, the Financial Secretary-Treasurer, the Executive Board, or the Finance Committee, special services of an attorney, consultant, auditor, stenographer, or other special services are necessary in the interest of the Local Union, such officers have the right and authority to engage such services for such time as is necessary, the cost thereof to be paid by the Local Union. Such action must be reported at the Regular Meeting immediately following such engagement and the membership shall vote on whether or not to continue paying for any special services engaged.

**ARTICLE XII**  
**BUSINESS OFFICE**

**Section 1.** The Local Union shall maintain a business office for the use of the Business Manager and/or Financial Secretary-Treasurer and the officers of the Local Union. The regular business hours of the Local Union shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday.

**ARTICLE XIII**  
**SHOP & JOB STEWARDS**

**Section 1.** The Business Manager shall appoint all shop and job stewards. The first journeyman on the job shall be the job steward until a permanent job steward has been appointed by the Business manager. Stewards shall in no case have authority to create a stoppage of work. In case of any trouble on a job or at a shop, the Steward shall immediately notify the Business Manager.

**ARTICLE XIV**  
**TRAVEL-TRANSFER & WITHDRAWAL CARDS**

**Section 1.** Travel cards, transfer cards, and honorable withdrawal cards shall be governed by the provisions of the United Association Constitution.

**ARTICLE XV**  
**WAGES, HOURS AND WORKING CONDITIONS**

**Section 1.** The scale of wages, hours, and working conditions for members of this Local Union shall be in accordance with existing wage agreements negotiated from time to time or as otherwise determined by the Local Union or the United Association in the absence of a wage agreement.

**ARTICLE XVI  
TRUST FUNDS**

**Section 1. HEALTH AND WELFARE FUND** - The Health and Welfare Fund shall be governed by the Articles of the Health and Welfare Trust Agreement.

**Section 2. DEFINED BENEFIT PENSION FUND** - The Defined Benefit Pension Fund shall be governed by the Articles of the Defined Benefit Pension Trust Agreement.

**Section 3. DEFINED CONTRIBUTION FUND** - The Defined Contribution Fund shall be governed by the Articles of the Defined Contribution Trust Agreement.

**Section 4. PLUMBERS ADMINISTRATION AND TRAINING FUND** - The Plumbers Administration and Training Fund shall be governed by the Articles of the Plumbers Administration and Training Trust Agreement.

**Section 5. VACATION FUND** - The Vacation Fund shall be governed by the Articles of the Vacation Fund Trust Agreement.

**Section 6. JOINT APPRENTICESHIP COMMITTEE FUND** - The Joint Apprenticeship Committee Fund shall be governed by the Articles of the Joint Apprenticeship Committee Trust Agreement.

## **ARTICLE XVII AMENDMENTS**

**Section 1.** Neither these By-Laws or any part thereof, shall ever be suspended, and any changes, alterations or amendments must be made in writing and presented in the form of a resolution and read at two (2) consecutive meetings before being voted upon, and shall require, before being adopted, a majority vote of all members present and voting by secret ballot after the meeting of the second reading. Each member shall be notified by mail as to time and place.

**ARTICLE XVIII**  
**SAVING CLAUSE**

**Section 1.** If any part or parts of these Constitution and By-Laws and Working Rules are found to be violative of any Federal or State law or of the Constitution and By-Laws of the United Association, such part or parts are to be deemed void and of no effect, but no other part shall be effected thereby.

**ARTICLE XIX**  
**DONATIONS**

**Section 1.** To make donations of over Five Hundred (\$500.00) Dollars, it shall require a majority vote of all members in good standing present and voting by secret ballot. Donations of Five Hundred (\$500.00) Dollars or less may be voted by acclamation.

**ARTICLE XX  
DUES AND ASSESSMENTS**

**Section 1. REGULAR DUES AND ASSESSMENTS** - The dues for Building Trades Journeyman, in addition to any assessments as may be levied by the United Association, shall be two and one half percent (2 ½%) of the Building Trades Journeyman's gross taxable wage per month.

For Building Trades Apprentices, the dues shall be two and one half percent (2 ½%) of the apprentices gross taxable wage per month; in addition the apprentice shall, at the start of his/her final year of apprenticeship, be assessed on additional Twenty Five (\$25.00) Dollars per month, above all other dues and assessments, to be applied toward the balance of his/her initiation fee.

For Metal Trades Journeyman and Apprentices, the dues shall be two and one half percent (2 ½%) of their respective gross taxable wage per month.

**Section 2. NON WORKING DUES** - Any unemployed member or any member working outside the jurisdiction of Locals 16 and 464 for the entire month, shall pay monthly dues of Fifteen (\$15.00) dollars.

**Section 3. RETIRED MEMBERS DUES** - When a member fully retires from the plumbing industry, or becomes permanently disabled, he/she shall pay the Fifteen (\$15.00) Dollar base dues. When a member has achieved Fifty (50) years of continuous membership with the United Association, and is retired or permanently disabled, he/she will become exempt from paying dues to the United Association and the Local Union, after applying for the exemption.

**Section 4. MAINTENANCE WORK DUES** - Any member working on maintenance work earning eighty percent (80%) or more of the current journeyman net taxable wage (as listed on the current Wage and Fringe Benefit Schedule), or working under a maintenance agreement, with the approval of Local No. 16, shall pay two and one half percent (2 ½%) of the respective gross taxable wage per month. Members not covered by a maintenance agreement who earn less than Eighty percent (80%) shall pay Twenty Five Dollars (\$25.00) per month.

**Section 5. BASE DUES** - Any member who is not working under the Local Union collective bargaining agreements of Local Unions No. 16 and 464 shall pay the monthly base dues of Fifteen (\$15.00) Dollars, except those members covered under Article XX, Section 3, of these By-Laws.

**Section 6. DELINQUENT DUES** - A member owing over three (3) months' dues shall automatically be suspended from membership without notice of any kind. A suspended member shall be denied all rights and privileges and is not entitled to any monetary benefits. A suspended member becomes in good standing and his/her suspension is lifted by the payment of all back dues through the current month together with a reinstatement fee. A suspended member must pay his/her back dues through the current month before his/her Fifty (\$50.00) Dollar reinstatement fee can be paid. Upon payment of back dues through the current month and payment of the Fifty (\$50.00) Dollar reinstatement fee, the member shall be entitled to attend Local Union meetings with voice and vote, but must wait ninety (90) days from the date of payment of his/her Fifty (\$50.00) Dollar reinstatement fee before being entitled to monetary benefits. The requirement for eligibility to vote at Local Union elections and to run for office in Local Union elections are governed by the provisions of the United Association Constitution and the Local Union By-Laws, respectively. National and Local assessments, disciplinary assessments, and loans are payable before dues.

**Section 7. LOCAL UNION 464** - Local Union 16 members working for Local Union 464 shall pay regular working dues to Local 16, less any monies paid to Local Union 464 for Travel Card assessments, or working assessments, etc.

**Section 8. PLUMBING INDUSTRY PAYROLL EQUITY FUND PLAN -**

(a) The purpose of this plan shall be to help contractors that are signatory to a Collective Bargaining Agreement with Plumbers Local 16 compete against non-signatory contractors and to create job opportunities for employees working under the terms and conditions of the Collective Bargaining Agreement by negotiating wage subsidies and/or helpers (where permitted) on certain construction projects.

(b) The plan shall be funded through a dues assessment to be paid by all employees working under the terms and conditions of the Collective Bargaining Agreement according to the amount specified on the current Wage and Fringe Benefit Schedule.

(c) The program shall be administered by the Business Manager under the general supervision of the Executive Board. The Business Manager shall present a monthly report at the Regular Meeting which will include an accounting of the fund assets and a listing of the subsidized jobs in progress. The Executive Board, if they deem it necessary, shall have the authority to request a full accounting of all aspects of the fund.

(d) The Executive Board, by majority vote, may amend the plan; provided that none of the amendments shall contradict or conflict with any of the stated purposes of the plan.

## **ARTICLE XXI RULES OF ORDER**

No member shall be allowed to enter or leave the meeting hall during the opening or closing ceremonies, while the “Do Not Enter” sign is displayed.

No motion shall be received or laid before the Local Union unless seconded nor be opened for discussion until stated by the Chair.

When a question is before the meeting, no other motion shall be in order except: first, to lay on the table; second, to postpone to a definite time; third, to postpone indefinitely; fourth, to amend; all of which shall take precedence in the order named. The first two shall be decided without debate, provided however, that a motion to adjourn is always in order.

When a member speaks he shall arise and address the Chair, and confine himself strictly to the question under debate. He shall avoid personalities and shall not be interrupted while so speaking except on a question of order.

Any member may be called to order while speaking and the speaker shall pause until the question of order is decided. If the decision of the presiding officer is not satisfactory, any member may object to it by appeal to the Vice-President and have it decided by the assembly. The appeal must be seconded. The Vice-President shall then immediately put the same before the assembly as follows: “Shall the decision of the Chair stand as the judgment of the Assembly?”

There shall be no discussion on the appeal except first by the Chairman to state his reasons for his ruling, and then by the member making the appeal. If there is a tie vote, the decision of the Chair shall be sustained.

When a subject has been indefinitely postponed, it cannot again be taken up and discussed at the same meeting.

No member shall speak more than once on the same question until all who wish to speak have had an opportunity to do so, nor more than twice without permission of the Chair, nor more than ten (10) minutes at a time.

No member shall go to or remain at the Secretary’s table while the “Yeas” and “Nays” are being called or ballots counted, except the Secretary and his assistants, provided however, that each candidate may by majority vote of the members present be permitted an observer at the polls and the counting of the ballots.

The President need not rise to state a question, but must always rise to put one.

In matters not specifically covered by these By-Laws, “Roberts Rules of Order Revised” will govern.

**ARTICLE XXII**  
**REPEAL**

All existing By-Laws, motions, or resolutions in conflict herewith are hereby repealed.

**ARTICLE XXIII  
WORKING RULES**

1. There shall be no discrimination between members of the Local Union on any job.

2. Members shall receive their pay not later than the scheduled quitting time on Friday of each week at the shop or on the jobsite, unless "Direct Deposit" is utilized, in which case the deposit must be made into the members account or accounts by scheduled quitting time on Friday or 4:30 p.m., whichever is sooner. If laid off, or discharged, members shall immediately receive their wages in full. Members not receiving their wages as herein provided shall notify the Local Union or the Executive Board within one (1) week thereafter and such complaint shall be investigated by said Board. The Local Union will not attempt to collect such wages left in the hands of an employer longer than one (1) week unless the same has been reported to the Local Union or the Executive Board within one (1) week after the wages were due. Any member not receiving his/her wages or fringe benefits when due and failing to report same to the Local Union or the Executive Board within one (1) week shall be subject to such disciplinary assessments as the Executive Board may recommend and the Local Union approves.

3. No member will be allowed to do any subcontracting or lumping of work or work for any member of the Local Union who has taken such a contract.

4. No member of Local No. 16 shall teach any phase of the plumbing trade to anyone other than indentured apprentices or other journeymen members of Local No. 16.

5. Whenever pipe machines or core drills are used on the job or in the shop, they shall be operated by members of the Local Union.

6. No member shall be allowed to take any plans or specifications home to work on outside of working hours unless he/she receives the appropriate rate of pay for such hours spent with such plans or specifications.

7. No member shall furnish automobiles or any other vehicles of any description or use any such conveyance during working hours unless the same are provided by the employer unless such practices are approved by the General President of the United Association.

8. No member of the Local Union shall be permitted to furnish or rent tools or equipment to anyone engaged in the mechanical contracting business.

9. No member of the Local Union shall be allowed to work in any shop where more than one (1) employer works with the tools and the firm must specify which member of the firm is to work with the tools.

10. No member of this Local Union shall report to the shop or the jobsite earlier than fifteen (15) minutes before scheduled start time either to receive material or for any other purpose, nor after scheduled quitting time to order or get material or instructions for the next day's work, and must not leave the shop or begin working on the jobsite prior to scheduled start time. No member shall report to the shop on Saturday morning for instructions without receiving pay. Scheduled starting and quitting times may be adjusted according to the terms of the Collective Bargaining Agreement.

11. Members working out-of-town jobs for employers in this city shall be governed by the rules of this Local Union unless the work to be performed is within the jurisdiction of and claimed by another Local Union of the United Association.

12. Any employer from out of the city having work in the jurisdiction of this Local Union must employ all workmen through this Local Union except the one in charge, but such person in charge must also be a member of the United Association.

13. Whenever an employer within the jurisdiction of this Local Union has an out-of-town job, at least one (1) member of this Local Union must be employed on such job at all times when the work is under way.

14. Members must show the wages they receive whenever requested to do so by a brother member.

15. Members of this Local Union or any person or persons working under the jurisdiction of this Local Union, shall do their work in a workmanlike manner and uphold all provisions of any applicable Plumbing Codes to the full extent.

16. Any member having knowledge of a violation of the Working Rules and By-Laws of this Local Union, shall prefer charges against the member committing such violation and any member having such knowledge and not reporting it to the Executive Board or the Local Union within one (1) week, shall be considered equally guilty as the member committing the violation.

17. All members shall upon becoming unemployed report to the Local Union to sign the out of work list and be placed on the hiring hall referral. No member shall solicit his/her own job with an employer or Local 464. All referrals shall be through the Local Union hiring hall.

18. Any member being in doubt as to whether a violation of the Working Rules and By-Laws is being committed shall without unnecessary delay report same to the Local Union or Executive Board for investigation.

This Constitution, By-Laws and Working Rules of Plumbers Local Union No. 16,  
Omaha, Nebraska, is:

Adopted: May 10, 2001,

Effective: May 30, 2001