



BY-LAWS
of
PLUMBERS' LOCAL UNION NO. 16
OF THE UNITED ASSOCIATION OF JOURNEYMEN &
APPRENTICES OF THE PLUMBING & PIPEFITTING
INDUSTRY OF THE UNITED STATES & CANADA

Revised August 2025

TABLE OF CONTENTS

ARTICLE I – NAME.....	1
ARTICLE II – WORK JURISDICTION.....	1
ARTICLE III – TERRITORIAL JURISDICTION	2
ARTICLE IV – MEMBERSHIP	3
ARTICLE V – MEETINGS.....	5
ARTICLE VI – OFFICERS AND THEIR DUTIES	6
ARTICLE VII – NOMINATIONS AND ELECTIONS	8
ARTICLE VIII – COMPENSATION	10
ARTICLE IX – COMMITTEE AND DELEGATES.....	12
ARTICLE X – VACANCIES IN OFFICE.....	13
ARTICLE XI – SPECIAL SERVICES	14
ARTICLE XII – BUSINESS OFFICE	14
ARTICLE XIII – SHOP & JOB STEWARDS.....	14
ARTICLE XIV – TRAVEL – TRANSFER & WITHDRAWAL CARDS.....	15
ARTICLE XV – WAGES, HOURS & WORKING CONDITIONS	15
ARTICLE XVI – TRUST FUNDS.....	15
ARTICLE XVII – AMENDMENTS	16
ARTICLE XVIII – SAVINGS CLAUSE.....	16
ARTICLE XIX – DONATIONS	16
ARTICLE XX – DUES AND ASSESSMENTS	16
ARTICLE XXI – RULES OF ORDER	19
ARTICLE XXII – REPEAL	20
ARTICLE XXIII – WORKING RULES.....	20

ARTICLE I

NAME

Section 1. This organization shall be known as Plumbers' Local Union No. 16 of the United Association of Journeymen 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:

Material and/or equipment may be delivered to the jobsite by the supplier or the employer's delivery person, and placed at a designated delivery area, as directed by the foreman.

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

Section 1. 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 currently includes the following counties in Nebraska and Iowa:

The Nebraska counties of Adams, Antelope, Blaine, Boone, Boyd, Brown, Buffalo, Burt, Butler, Cass, Cedar, Chase, Cherry, Clay, Colfax, Cuming, Custer, Dawson, Deuel, Dodge, Douglas, Dundy, Franklin, Frontier, Furnas, Garden, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Johnson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Perkins, Phelps, Pierce, Platte, Polk, Red Willow, Richardson, Rock, Sarpy, Saunders, Sheridan, Sherman, Stanton, Thomas, Thurston, Valley, Washington, Wayne, Webster, and Wheeler; and

The Iowa counties of Harrison, Pottawattamie, Cass, Montgomery, Page, Mills, Fremont, Monona, Crawford, Carroll, Shelby, and Audubon.

Section 2. 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 and no journeyman will be permitted to work with an apprentice who is not a member or helper who is not a member, except apprentices who have made an application for membership in the Local Union and the United Association and who are covered by a written apprenticeship agreement and are serving in a training program under the administration of an apprenticeship committee, or if he/she is a helper, he/she is working under the grace period of a union security clause. Apprentices will be employed in compliance with the approved Joint Apprenticeship Committee Standards and Ratios.

The term of apprenticeship or learning shall be determined by the Joint Apprenticeship Committee, and be approved by the Department of Labor Bureau of Apprenticeship and Training (currently 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 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 applicable provisions of the United Association Constitution.
4. That he/she must have and maintain a sound moral character.

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, until successful completion of the third apprenticeship year.

The initiation fee for an apprentice shall be the same as for journeymen (\$200) at the time of initiation; \$40.00 of which must be paid upon acceptance of the application for membership after he/she is initiated and the balance shall be paid in full no later than One (1) year after the date of initiation.

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 is 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 a 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 of actual practical working experience in 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. Notwithstanding the above, the Business Manager may accept and admit a journeyman applicant into the Local Union without referring them to the Examining Board, when the applicant is brought in through organizing and the Business Manager believes an examination to be unnecessary.

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 applicable provisions of the United Association Constitution, pay the Local Union the initiation fee hereinafter provided for, and be initiated as a member. He/she shall thereupon receive a membership card and a copy of the United Association Constitution and these By-Laws. 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 United Association Constitution and these By-Laws.

The initiation fee for Building Trades Journeymen (currently \$200.00) shall be established by a vote of the membership of the local union.

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 the Local Union to see that the Financial Secretary-Treasurer 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 - Membership procedures shall conform to the applicable provisions of the United Association Constitution.

Section 6. METAL TRADES JOURNEYMEN - Every applicant for membership as a Metal Trades Journeyman must meet all requirements set forth in Section MT-2 of the United Association Constitution.

ARTICLE V

MEETINGS

Section 1. REGULAR MEETINGS - Regular meetings of this Local Union shall be held on the second Thursday of each month at 6:00 p.m. Fifteen (15) members in good standing shall constitute a quorum for the transaction of business at any meeting. The membership may vote to allow for a summer recess from regular meetings during the months of June, July, and/or August during the regular meeting during the month of May.

Section 2. SPECIAL MEETINGS - Special meetings may be called by the Business Manager of the Local Union.

Each member in good standing shall be duly notified in advance by mail at his/her last known address of any Special Meeting, and the purpose of such Special Meeting shall be stated in the notice. At such Special 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 applicable 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 removed from the meeting upon order of the Chair of the Local Union, subject to being overruled by a majority of the members in attendance. The member may also be subject to a fine in accordance with the applicable provisions of the United Association Constitution.

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 six (6) months after the member has terminated their 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 United Association 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, 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 Chair 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 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 their office, shall be a member of the Conference Board/Committee, 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 chair 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 a delegate to the Omaha Federation of Labor.

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 the Business Manager's 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) Chair of the Conference Board/Committee
- (c) Trustee of: Health and Welfare, Pension, Defined Contribution, Vacation, J.A.C. and P.A.T. funds
- (d) C.O.P.E. Chair
- (e) Legislative Committee Chair
- (f) Delegate to M.I.N.K. Four State Pipe Trades Association
- (g) Delegate to Omaha Building Trades Council
- (h) Delegate to Lincoln Building Trades Council
- (i) 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.
- (j) Delegate to the Nebraska and Iowa State AFL-CIO Convention
- (k) Delegate to the M.A.C. Council
- (l) Delegate to the Omaha Federation of Labor

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/Committee 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. The Recording Secretary shall also be a delegate to the Omaha Federation of Labor.

Section 6. FINANCIAL SECRETARY-TREASURER - The office of Financial Secretary-Treasurer shall collect and be held responsible for all monies collected by them. This officer shall keep a correct account of the financial standing of all members and maintain a record of their addresses. This officer 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. This officer shall be responsible for the cash sheet in that it is properly remitted to the general office of the United Association.

This office 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.

In addition to the duties imposed upon the Financial Secretary-Treasurer by the applicable provisions of the United Association Constitution, they 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 Board/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
- (h) Delegate to the Omaha Federation of Labor.

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 Local Union Executive Board shall be as outlined in the applicable provisions of the United Association Constitution.

Section 9. EXAMINING BOARD - The Examining Board shall meet to examine candidates at the discretion of the Business Manager.

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 subject to charges and discipline pursuant to the disciplinary procedures of the United Association Constitution.

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 journeyman 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 journeyman 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 for office is also subject to any other restrictions set forth in the applicable provisions of the United Association Constitution, including, but not limited to Sections 160(a), 160(c), and 123(c).

Section 3. NOMINATIONS - A member may be present at the nomination meeting to be nominated. A member who is not attending the nominations meeting for any reason

shall be permitted to accept a nomination by submitting a written notification identifying the office for which a nomination is accepted person or persons designated by the Local Union's By-Laws or, if no person is designated by the Local Union's By-Laws, to the Business Manager, President, or Local Unions may accept such written notification up until the start of the nominations meeting or within a short period of time after the nominations meeting determined by the Local Union.

Self-nominations shall be permitted.

No member shall nominate candidates for or vote in any election of any description unless they have been a member in good standing in the Local Union where the vote is being taken for a period of one (1) year immediately prior to the date of election. Any member who owes or has paid a reinstatement fee within a period of one (1) year immediately prior to the date of election shall not be eligible to nominate candidates for or vote in any Local Union election. See Section 123(c) of the United Association Constitution regarding eligibility in a mail ballot election of officers and Section 160(a) regarding eligibility of contractor members to vote.

Section 4. NOMINATIONS MEETING - 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 that section of the 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.

If, after the close of the period for nominations, only one person is nominated for an office and the candidate is determined to be eligible for office, the candidate may be declared elected to the office and the office may be excluded from the ballot.

If it is a mail ballot election, mail ballots shall be in accordance with the provisions of the applicable 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 applicable 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 Financial 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 their 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, 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 Board/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 vehicle and a cellular phone to be used by the Business Manager. A credit card and gas card shall be issued to the Business Manager to be used for necessary daily expenses and fuel.

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 - The Financial Secretary-Treasurer shall receive Area Foreman's pay for forty-three (43) hours per week, fifty-two (52) weeks per year. The Local Union shall furnish a vehicle and a cellular phone to be used by the Financial Secretary-Treasurer. A credit card and gas card shall be issued to the Financial Secretary-Treasurer to be used for necessary daily expenses and fuel.

Note: Vacation time shall be allowed for the Financial Secretary-Treasurer, 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 Business Manager, Financial Secretary-Treasurer, 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 Union 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. The vehicles shall remain the property of the Local Union. When the membership votes to approve the purchase of a new vehicle, a vote shall also be taken as to the method of disposal (trade-in or sale) of the vehicle being replaced.

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

When the General Fund drops to \$200,000, the Business Manager's and Financial Secretary-Treasurer's compensation will be reduced to thirty two (32) hours per week until the General Fund increases to \$250,000.00, 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 \$30,000.00. 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 (C.O.P.E.) - 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. The members of the C.O.P.E. Committee shall serve as delegates to all state and local C.O.P.E. conventions.

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. LINCOLN BUILDING AND CONSTRUCTION TRADES COUNCIL – The Business Manager shall appoint delegates to the Building Trades Council.

Section 7. OMAHA FEDERATION OF LABOR - The President, Vice-President, Business Manager, Financial Secretary-Treasurer, and Recording Secretary shall serve as delegates to the Omaha Federation of Labor.

Section 8. 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 9. 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 10. CONFERENCE BOARD/COMMITTEE - The Conference Board/Committee shall be comprised of the Business Manager, Financial Secretary-Treasurer, President, Recording Secretary, and One (1) member elected at large.

Section 11. RESOLUTION COMMITTEE - The committee shall be comprised of the Financial Secretary-Treasurer, the Recording Secretary, and a representative from the Local Union 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 chair of the committee.

Section 12. EXPENSE DELEGATES - The expenses of delegates to conventions and meetings, except for the United Association General Convention, 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 committee member or board member of the Local Union, other than an elected officer, who shall be absent from three (3) consecutive Union meetings or three (3) consecutive meetings of his/her committee or board; unless on business for the Local Union, shall forfeit his/her right to hold the position and the seat 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 such member must be made in the proper manner and form and the procedure shall be in

accordance with that prescribed in the applicable provisions of the United Association Constitution. Any member vacating his/her position shall turn over to the Local Union all properties entrusted to him/her not later than forty-eight (48) hours after he/she vacates the position.

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 applicable 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.

Section 7. INTERNATIONAL TRAINING FUND - The International Training Fund shall be governed by the articles of the Restated Trust Agreement of The International Training Fund, entered into April 6, 1998, by the United Association and the National Constructors Association.

ARTICLE XVII

AMENDMENTS

Section 1. No By-Law of the Local Union shall be adopted, amended, or repealed unless such proposed By-Law change is approved by a two-thirds majority of members present and voting at a regular or special meeting of the Local Union, following reasonable notice to the membership of the vote on the proposed By-Law change and readings of the proposed By-Law change at the meeting at which the approval vote is taken and the preceding meeting. In addition, the Local Union may impose reasonable restrictions on the timing of a proposed By-Law change, including by requiring it to be submitted or considered at designated times during the year.

The preceding subsection shall not apply to a By-Law change that the General President of the United Association or their designee determines to be necessary to comply with the applicable provisions of the United Association Constitution. Any such By-Law change shall be made by the Local Union as soon as practicable.

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 One Thousand (\$1,000.00) Dollars, it shall require a majority vote of all members in good standing present and voting by secret ballot. Donations of One Thousand (\$1,000.00) 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 four percent (4%) of the Building Trades Journeyman's gross taxable wage per month.

For Building Trades Apprentices, the dues shall be four percent (4%) of the apprentice's gross taxable wage per month.

For Metal Trades Journeyman and Apprentices, the dues shall be four percent (4%) of their respective gross taxable wage per month.

The Local Union shall increase dues or levy an assessment upon the membership by a majority vote by secret ballot after written notice shall have been given to the membership of the intention to vote upon the dues increase or the levying of an assessment, and the written notice shall set forth the time and place where the vote will be taken, either at a regular or special membership meeting, in accordance with the applicable provision of the UA Constitution.

Section 2. NON-WORKING DUES - Any unemployed member or any member working outside the jurisdiction of this Local Union or Local Union No. 464 for the entire month, and under the age of sixty-five (65), shall pay monthly dues of Thirty One Dollars (\$31.00) as set forth in the applicable provisions of the United Association Constitution, or such other amount as may be adjusted by the United Association Constitution.

Section 3. RETIRED MEMBERS DUES - When a member fully retires from the plumbing industry, or becomes permanently disabled, he/she shall pay the amount equal to the base dues rate established by the United Association. 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. He/she will also be given a United Association Wrist Watch, purchased by the Local Union.

Section 4. MAINTENANCE WORK DUES - Any member working under a maintenance agreement, with the approval of this Local Union, shall pay four percent (4%) of the respective gross taxable wage per month. Members not covered by a maintenance agreement shall pay Forty Dollars (\$40.00) per month.

Section 5. BASE DUES - Any member who is not working under the Local Union collective bargaining agreements of this Local Union or Local Union No. 464 shall pay monthly base dues of Thirty One Dollars (\$31.00) as set forth in the applicable provisions of the United Association Constitution, or such other amount as may be adjusted by the United Association Constitution, 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 their suspension is lifted by the payment of a \$50.00 reinstatement fee together with all back dues through the current month. A suspended member must pay a \$50.00 reinstatement fee before back dues can be paid. Upon payment of the \$50.00 reinstatement fee and payment of back dues through the current month, the member shall be entitled to attend Local Union meetings with voice and vote but must wait ninety (90) days from date of payment of the \$50.00 reinstatement fee before being entitled to monetary benefits.

Any member in arrears for dues for a period of six (6) months shall stand expelled and must pay all back dues for the six (6) month period preceding their expulsion and any outstanding disciplinary assessments or loans, as well as a new initiation fee. The Local Union may also uniformly require of all such expelled members proof of area residence of two (2) years as well as proof of current qualification as required of new members before accepting such an applicant for reinitiation.

A former member who was expelled will be reinitiated by the Local Union if they meet all requirements set forth above unless the General President of the United Association grants the Local Union specific permission to deny reinitiation to the former member. To obtain such permission, the Local Union must present to the General President of the United Association a just and reasonable basis for denial of reinitiation.

The requirement for eligibility to vote at Local Union elections and to run for office in Local Union elections are governed by the applicable provisions of the United Association Constitution and these By-Laws. National and Local assessments, disciplinary assessments, and loans are payable before dues.

Section 7. PLUMBERS LOCAL UNION NO. 16 ORGANIZING FUND -

(a) The purpose of this fund shall be to provide funding for organizing to the United Association, localized recruiting and marketing efforts, and if deemed necessary to retain an organizing liaison to help secure greater market share and perform any other assigned duties to help strengthen this Local Union's competitiveness within the plumbing industry as is deemed appropriate.

(b) The fund 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 fund shall be administered by the Business Manager, Financial Secretary-Treasurer, and the President.

(d) The administrators of the fund may, 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.

Section 8. COMMITTEE ON POLITICAL EDUCATION (C.O.P.E.) FUND -

(a) The purpose of this fund shall be to support candidates favorable to the Local Union on a city, county, and state level.

(b) The C.O.P.E. fund 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 Benefit Schedule.

(c) The C.O.P.E. fund shall be administered by the C.O.P.E. Committee as stated in Article IX, Section (3) of these By-Laws.

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 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 Chairperson 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 their assistants, provided, however, that each candidate may by a 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

Section 1. 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. 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.
3. No member of this Local Union shall teach any phase of the plumbing trade to anyone other than indentured apprentices or other journeymen members of this Local Union, unless promoting the industry through job fairs, school visits, or small organizational events with the Business Manager's and Executive Board's approval.
4. 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, or in accordance with the current Collective Bargaining Agreement.
5. 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.
6. 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.
7. Members of this local union may use the tools furnished to them by the Mechanical Contractors Association of Omaha, in accordance with the current Collective Bargaining Agreement, in order to perform their daily duties. No member of the Local Union shall be

permitted to furnish or rent tools or equipment to anyone engaged in the mechanical contracting business.

8. 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.

9. No member of this Local Union shall report to the shop or the jobsite earlier than forty-five (45) 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 without compensation. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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 Pipefitters Local Union No. 464. All referrals shall be through the Local Union hiring hall.

16. 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.

These By-Laws of Plumbers' Local Union No. 16 are hereby adopted in regular or special meeting this _____ day of _____, 20_____.

President

Business Manager

Effective Date