

# ***CONSTITUTION AND BY-LAWS OF SPRINKLER FITTERS LOCAL UNION 709***

## **ARTICLE 1**

This organization shall be known as SPRINKLER FITTERS AND APPRENTICES UNION, LOCAL 709 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA AFL/CIO, composed of journeymen and apprentices in the supervision, installation, testing, inspection, and maintenance of sprinkler systems for fire protection of every description and character.

## **ARTICLE 2**

The objectives of the LOCAL UNION shall be:

1. To organize all workers coming within the jurisdiction of this LOCAL UNION;
2. To secure improved wages, hours, working conditions, and other economic advances through organization, negotiations, and collective bargaining;
3. To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social, and other activities which further the interest of this organization and its membership, directly or indirectly;
4. To foster, promote, and participate in educational activities, which are designed to improve the skills and abilities of our members in the interest of this organization and its membership;
5. To protect and preserve the UNION as an institution and to perform its legal and contractual obligations;
6. To carry out the objectives of the UNITED ASSOCIATION CONSTITUTION as an affiliate thereof;
7. To receive, manage, invest, expend, or otherwise use the funds and property of this organization to carry out the ends to achieve the objectives set forth in these By-Laws, and protect the officers and members in carrying out the ends and objectives of these By-Laws;

8. Because political activity is so important to the Trade Movement as a whole, it shall be incumbent upon each member eligible, to register, vote, and participate in all political activity.

9. TERRITORIAL JURISDICTION: The territorial jurisdiction of Local Union 709 shall include Los Angeles City Limits, and twenty five (25) miles beyond the city limits of Los Angeles. The boundaries shall include the military installations at both Point Mugu and Port Hueneme. The Cities of Santa Paula, Pomona, Ontario, and Santa Ana shall also be included in their entirety, and all other areas as designated by the United Association. Local 709 has the right in said territory to make necessary laws and agreements for local autonomy which do not conflict with the laws of the United Association.

(A) JURISDICTION OF WORK: The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, testing, inspection, and maintenance of all fire protection and fire control systems, including the unloading, handling by hand or with power equipment and installations of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, hydrant mains, standpipes and hose connections, to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, the handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the Sprinkler Fitting and Fire Control Industry.

(B) All parts of the United Association's fifty points of jurisdiction affecting fire protection work shall be included.

(C) LOCAL UNION 709 METAL TRADES JURISDICTION shall include all work granted by the United Association and covered by agreements that are not normally considered Building Trades work.

### **LOCAL UNION OFFICERS AND THEIR WORK**

The duties of the officers shall be those set forth in the United Association Constitution and any and all additional duties set forth in these By-Laws.

The Constitutional Officers of the Local Union shall establish reasonable rules for the conduct of meetings. Any questions of procedure not covered by these rules shall be covered by rules of order.

### ARTICLE 3

The Business Manager/Financial-Recording Secretary/Treasurer combined into one office:

(A) The Business Managers duties shall be to meet in daily contact with the public and employers, becoming the trustee of the welfare of the members of Local Union 709. It is his solemn duty and obligation to vigilantly protect the trade jurisdiction of Local Union 709 and the United Association. He shall also compel employers to observe and respect Collective Bargaining Agreements. He shall adjust all grievances between members of Local Union 709 and their employers with justice and fairness as well as fostering and promoting employment for the members of Local Union 709. The Business Manager shall be a member of the Negotiating Committee, Apprenticeship Committee and a delegate to Councils and shall attend all council meetings or conferences and conventions as a representative of Local 709. In addition it shall be this duty to keep an intelligent account of all transactions, resolutions, motions, and general business of the Locals meetings. Other duties, special or otherwise, may devolve upon him by action of the Local Union. He will answer all communications issued by Local Union 709 will be considered valid unless it bears the seal of this Local Union. No paper, document or communication issued by Local Union 709 will be considered valid unless it bears the seal of this Local Union. Said seal is in the possession of the Financial-Recording Secretary/Treasurer within the Local Union office.

(B) Recognizing that the Business Manager/Financial-Recording Secretary/Treasurer must participate in cultural, civic, legislative, political, educational, charitable, and other activities to benefit the organization and its members and that such activity requires the Business Manager to incur additional expenses. The Business Manager shall receive expenses and additional salary to achieve \$150.00 weekly expenses; greater amounts shall require the approval of the Executive Board. The Business Manager shall be furnished a car, insurance and all related expenses by the Local Union. The salary of the Business Manager shall be 40 hours weekly at the General Foreman's rate as defined by the current Collective Bargaining Agreement, including union recognized holidays. The Business Manager shall also receive two weeks paid vacation.

(C) The Business Manager/Financial-Recording Secretary/Treasurer shall keep a correct account of the financial standing of all members of Local 709 and others working as Sprinkler Fitters or Apprentices in the Local Jurisdiction in accordance with Section III of the U.A. Constitution.

(D) The Financial-Recording Secretary/Treasurer shall be vested with the responsibility of administering the financial affairs of the Local Union. He shall have the authority to rent or lease such properties as are necessary to carry out the business of the Local Union. He shall have the authority to employ and terminate all office employees (office employees to be anyone not covered by Local 709's Constitution & By-Laws) of the Local Union that is necessary to carry out the business of the Local Union. He shall sign all official documents, checks, disburse or order disbursements of all money necessary to pay bills obligations, or indebtedness of the Local Union. He shall be authorized to purchase all equipment and supplies necessary to carry on the business affairs of the Local Union. He shall be authorized to protect the standing of the members who are in financial distress, with the approval of the Executive Board.

(E) The Business Manager shall be an ex-officio of the Executive Board with a voice but not

vote; however, he shall not attend any meetings of the Executive Board while they are acting as a Trial Board unless he is directly involved.

(F) In the event of death or resignation, the President shall take the place of the Business Manager until a new Business Manger is elected; said Business Manager shall be elected within ninety (90) days from the date said office is vacated.

(G) Local 709 Business Agent(s) or non U.A. funded organizers shall be appointed by the Business Manager, and shall be confirmed to their positions by a majority vote of the Executive Board, and a majority vote of the body at a special called meeting. The salary of the Business Agents/non-U.A. funded Organizers shall be 40 hours weekly , at the General Foreman's rate as defined by the current Collective Bargaining Agreement, including union recognized holidays. Agents/Organizers will also receive \$100.00 weekly incidental expenses. Agents/Organizers shall be supplied an automobile, insurance and all related expenses by the Local Union. Agents/Organizers shall receive two weeks paid vacation.

#### **ARTICLE 4**

##### **PRESIDENT:**

The President shall preside over all meetings and conduct same in conformity with rules of order and common sense. He shall sign all checks issued by the Treasurer. He shall on his own judgment or on the request of two members present, eject from the assembly any members declared intoxicated, disobedient or ineligible to be present. He shall exercise a general supervision over the Local's interest and business during the conduct of all regular and special meetings of the Local Union and see that the Constitution, By-Laws, and Rules of Order are observed. He shall have the authority to appoint a majority of committees not otherwise provided for, and fill vacancies temporarily, until an election can be held. He shall have the right to give the deciding vote on a tie vote on any question that may occur. The President shall be ex-officio over all committees. He shall be a delegate to all conventions, and conferences when more that one delegate is eligible.

He shall have the power to impose fines for all breeches of order in meetings.

It shall also be his duty to suspend in open meeting all members whose names are handed to him by the Financial-Recording Secretary/Treasurer as subject to suspension and such list shall thereafter appear on the Local bulletin board. He shall devote such of his time as necessary for the successful performance of his duties and shall be recompensed for all actual expenses incurred therein.

## ARTICLE 5

### VICE PRESIDENT:

The Vice President shall ascertain by examination if members are qualified to remain in meetings. He shall assist the President in maintaining order and in carrying out the spirit of the Constitution and By-Laws.

He shall have control of the entrance and vestibule, the supervision of members entering and departing, and in the absence of the President, or when he is otherwise engaged, will occupy the President's station.

He shall serve as Chairman of the Executive Board and other committees as appointed by the President.

The Vice President shall assume the office of the President in the event that the office of the President becomes vacant for the reason of death or resignation. The office of Vice President shall be filled by appointment of the Executive Board until proper notification, nomination and an election for that purpose shall be held.

## ARTICLE 6

### PAST PRESIDENT:

The Past President represents the dignity of the Local. He shall receive and give proper signals to all members entering or retiring and properly instruct all candidates according to the Constitution. He will not be elected or installed.

## ARTICLE 7

### EXECUTIVE BOARD:

Four (4) members shall be elected by secret ballot for a period of three (3) years to the Executive Board. The fifth member and Chairman shall be the Vice President. Three members constitute a quorum. The Executive Board shall meet between the regular meetings of the Local Union. They shall have full and complete charge of the business of the Local Union; and may enforce and collect all dues and assessments. They shall transact such other business that may be necessary for the welfare of Local Union No. 709, as per Section 112 and 113 of the United Association Constitution and By-Laws.

(A) The Executive Board shall invest, expend, and contribute Local Union Funds, in the pursuit and accomplishment of the objectives set forth in these By-Laws.

(B) Dues for apprentices, retired and sick members, Metal Trades, and Civil Service Personnel shall be set by the Executive Board.

(C) No substitutes are to act on the Board.

## **ARTICLE 8**

### FINANCE COMMITTEE:

The Finance Committee shall be composed of three journeymen elected by secret ballot for a period of three (3) years. One member shall be Chairman appointed by the Business Manager. It shall be their duty to examine the accounts of the Financial-Recording Secretary/Treasurer at the end of every quarter unless conditions warrant a prior examination. They shall examine all bank books and bank accounts. They shall, if they deem necessary, require a bank statement from the bank in which the Local Union Funds are deposited. They shall report their findings at the first regular meeting in the following month. They shall have the power to examine the accounts of the Local Union any time they deem it necessary.

Any Officer or member refusing to deliver to the Finance Committee any books, papers, stamps or other materials necessary for examination shall be in violation of these By-Laws.

### AUDIT OF FUNDS:

The books of the Local Union shall be audited by a Certified Public Accountant for each calendar year as soon as it is possible to close out the books for that year or whenever a new Financial Secretary is installed in office.

## **ARTICLE 9**

### INSIDE GUARD:

The Inside Guard shall be elected for a period of three (3) years by secret ballot. He shall have charge of the door and be under the direct supervision of the Vice President in actively keeping order and assisting in ejection of any person found not qualified to remain in meetings as well as being alert to the requirements of an orderly meeting.

## **ARTICLE 10**

### EXAMINING BOARD:

The Examining board shall be composed of three (3) journeymen elected by secret ballot for a period of three (3) years. They shall examine and determine the qualifications of all applicants requesting membership as journeymen in Local Union No. 709. An Examination fee of fifty dollars (\$50) shall be paid by the applicant for each examination to defray all expenses.

All applicants for membership appearing before the Examining Board and passing the standard qualifying examination shall comply with all the provisions of the United Association Constitution. If an applicant fails to pass the standard qualifying examination he must wait fifteen (15) days before taking the examination again.

## **ARTICLE 11**

### NEGOTIATING COMMITTEE:

The Negotiating Committee shall be composed of five (5) journeymen, those being the President, Business Manager, and three elected members for a period of three (3) years. They shall have the power to meet and negotiate, sign agreements with the National Fire Sprinkler Association and Individual Employers and any other matter as deemed by the membership of Local Union 709 requiring negotiations. No agreement shall be valid until presented to, and ratified by, the membership of Local Union No. 709 at a Special Called Meeting. They shall act as an advisory council when required.

## **ARTICLE 12**

### COMMITTEE TO DISTRICT COUNCIL NO. 16 OF THE UNITED ASSOCIATION:

The Business Manager shall be by virtue of his office a delegate. Two (2) other delegates shall be elected. At monthly membership meetings; a delegate shall give a District Council report.

The delegates shall be elected by secret ballot for a period of three (3) years.

## **ARTICLE 13**

### DELEGATES FOR BUILDING AND CONSTRUCTION TRADES COUNCILS:

Delegates shall be journeymen appointed by the Business Manager to the Building and Construction Trades Council.

## **ARTICLE 14**

LOS ANGELES COUNTY FEDERATION OF LABOR, AFL/CIO

Two (2) delegates shall be journeymen appointed by the Business Manager to the Los Angeles County Federation of Labor, AFL/CIO for a period of three (3) years.

**ARTICLE 15**

COMMITTEE FOR POLITICAL EDUCATION

The Committee for Political Education is the Executive Board.

**ARTICLE 16**

APPRENTICESHIP COMMITTEE:

The Apprenticeship Committee shall be composed of three (3) journeymen appointed by the Business Manager in accordance with Section 120 (a) of the United Association Constitution and By-Laws.

All Local Unions of the United Association shall include in their training programs, courses on the history of the Union movement, United Association heritage, and the responsibilities of today's Union members.

**ARTICLE 17**

NOMINATIONS OF OFFICERS:

(A) Nominations for Officers shall be held at a Special Called Meeting during the month of November. All nominations for Officers must be accepted by the proposed candidate at the time of nomination. Any member desiring acceptance of nomination for office and unable to attend said meeting must notify the Local Union Secretary prior to the date of nomination in writing giving sufficient cause of absence. All nominations shall be closed at this meeting.

(B) No member can accept nomination for more than one office, and if an Officer, shall resign the office he holds accepting nomination for another office; the resignation to be in writing to the Executive Board, or the body, immediately upon accepting the nomination.

## **ARTICLE 18**

### ELIGIBILITY FOR OFFICE IN LOCAL:

(A) No member shall be eligible for any Local Union Office or as an elected delegate to any Convention or as a delegate to Southern California Pipe Trade District Council No. 16 unless he has been a member in continuous good standing in the Local Union for at least two (2) years. Apprentices shall not be eligible to vote or hold office, but may be elected as observers.

(B) Only qualified journeymen members of the Building and Construction Trades Branch of the Local Union shall be eligible for the following offices in a combination Local Union: President, Vice President, Business Manager/Financial-Recording Secretary/Treasurer as one combined office, a Majority of the Executive Board, Apprenticeship Committee, Examining Board, Negotiation Committee and Inside Guard.

(C) Any member of this Local Union engaging in the Automatic Sprinkler Industry holding an executive position as owner, co-owner or contract shall have no voice or vote and shall be ineligible to accept any office of the Local Union as defined in Section 161 of the United Association Constitution.

(D) All nominees for office and other positions shall, upon nomination, execute an affidavit that they are not disqualified to hold office under Section 504 of the Labor-Management Reporting and Disclosure Act of 1959.

## **ARTICLE 19**

### TRAINING FOR OFFICERS:

Further education encouraged for all appointed and elected positions, classes approved by manager and paid for by Local 709.

## **ARTICLE 20**

### ELECTION OF OFFICERS:

The Election of Officers for Local Union No. 709 shall be held during the month of December. The Election shall be held in accordance with the United Association Constitution Section 122. All members of the Union eligible to vote shall receive notice of the election at least fifteen (15) days prior to the election date. After nominations for officers have been completed an election judge and four (4) tellers shall be appointed by the President and ratified by the members present. Election shall be by secret ballot. Polls shall be open from 8:00 a.m. to 6:00 p.m.

Any disagreements pertaining to election rules shall be reviewed by the election judge and his

decision shall be final.

Printed ballots and a metal ballot box provided with a lock, or voting machine under bond, shall be used. The keys to the box shall be in the custody of the election judge. When the balloting has closed, the election judge and the tellers shall forthwith proceed to count and tabulate the ballots.

In the event a run-off election is necessary, the membership shall be notified by first-class mail of the offices, candidates, date, time and place of the run-off.

All nominations and election records, including the minutes of the nominating meeting and ballots cast shall be reserved for a period to conform with legal requirements.

In the event a mistake is made on any ballot in voting for any one office, it shall be void only in so far as the vote for the office is concerned and shall be valid for the remainder of the offices.

## **ARTICLE 21**

### ELIGIBILITY OF VOTERS:

(A) Every journeyman member in good standing in the Local Union, except as provided in these By-Laws, shall have the right to nominate, vote for, or otherwise support the candidate of his choice.

(B) No Journeyman shall vote at any election of any description unless he has been a member in good standing within Local Union No. 709 for a period of one year immediately prior to the date of the election. Good standing shall be defined as all dues paid and no outstanding fines or assessments as defined in Section 124 of the United Association Constitution.

## **ARTICLE 22**

### OFFICER AND DELEGATE ALLOWANCES:

The expenses for all officers, appointees and delegates to any out-of-town business meetings, conferences, and all conventions with the exception of the United Association Convention shall be paid by the Local Union at the rate specified under the U.A. Constitution Section 23. Expenses incurred within jurisdiction not requiring the delegate to spend the night shall be actual expenses. All mileage to be at the federal rate.

## **ARTICLE 23**

### **BONDING:**

All officers and employees of the Local Union shall be bonded where required in accordance with the Labor-Management Report and Disclosures Act of 1959 and all other applicable Federal and State Laws.

## **ARTICLE 24**

(A) An Apprentice of Local Union 709, after proper obligation, shall be a member of Local Union No. 709 in all respects, except that he shall not vote. He shall attend all meetings required of him.

(B) An Apprentice is defined as one who qualifies for registration as set forth in the Apprenticeship Standards of the Joint Apprenticeship Committee of Local Union No. 709; who is willing to be indentured and have affiliation with Local No 709 and accept employment as an apprentice as the Local Union designates.

(C) Apprentices shall attend all Local Union Meetings for purposes of instruction and experience.

## **ARTICLE 25**

### **MEETINGS:**

(A) Meetings shall be held on the first Monday of each calendar month at 5:30 p.m. In the event the first Monday falls on a holiday, said meeting shall be held on the second Monday. Meetings of the Executive Board shall be announced at each regular meeting.

(B) Special Called Meeting may be called for the good of the Local Union upon approval of the Executive Board, President, or Business Manager. All meetings of the Local Union shall be considered as Executive Meetings. Members shall be notified in advance by the Business Manager of all Special Called Meetings. Twenty-five (25) members shall constitute a quorum for a Special Called Meeting and members are required to attend all meetings.

(C) All members present at regular and Special Called Meetings must fill out an attendance card or sign the attendance sheet and leave it with the Inside Guard.

(D) When Special Called Meetings are to be held on the night of the regular business meeting, such Special Called Meeting shall precede but not supersede the regular business meeting.

## **ARTICLE 26**

INITIATION FEE:

Initiation fee for Building Trades Journeymen shall be Seven Hundred Fifty Dollars (\$750). Initiation fee for Building Trades Apprentices shall be Seven Hundred Fifty Dollars (\$750), due in Seventy-five Dollar (\$75) increments within 30 days of advancements. Initiation for organized Building Trades Journeymen shall be Two Hundred Dollars (\$200.00).

Metal Trades Initiation fees shall be set by the Executive Board. Effective at the printing of these By-Laws, the following Trades Initiation fees apply:

PIPE FABRICATOR	\$ 40.00
METAL TRADES WELDERS	\$500.00
DRY CHEM INSTALLER	\$200.00
CORE DRILLERS	\$200.00
RESIDENTIAL TRADESMEN	\$ 40.00

**ARTICLE 27**

DUES:

(A) For Building Trades Journeymen, the dues shall be Twenty Six Dollars (\$26) per month, payable in advance, and all assessments as voted by the Local Union or through action of the General Convention, plus 2 1/2% of the total hourly journeyman's wage and fringe package, for each hour worked. (Total hourly fringe package to include wages, and all fringes).

(B) Apprentice, Retired, Disabled, and Metal Trades Dues to be set by the Executive Board and/or the United Association Constitution.

(C) There shall be no general or special assessments levied against the members of the Local Union, nor shall there be any increase in the dues or Initiation fees of the Local Union except upon the vote of the eligible members of this Local Union at a Special Called Meeting and by secret ballot.

(D) All reinstatement fees must be paid in full before dues can be credited.

(E) A Contingency Fund of fifteen cents (\$0.15) per hour taken from the vacation fund shall be used to fund picketing, hand billing and other activities to combat non-union activities. Contributions shall have a cap of \$100,000.00. The fund shall resume when levels reach \$25,000. Accounting of the Contingency Fund shall be given monthly, along with those activities. Contingency shall be disbursed in food script form.

(F) The Picnic Fund of two cents (\$0.02) per hour shall be taken from the vacation fund and be used for the 709 Picnic.

(G) The Political Action Fund of three cents (\$0.03) per hour shall be taken from the vacation fund and be used to further the Local Union's political objectives.

## **ARTICLE 28**

### OFFICERS' DUES:

Monthly Base dues for all appointed and elected positions/committees shall be paid by Local 709.

## **ARTICLE 29**

### DEATH BENEFIT FUND:

(A) Each Building Trades dues-paying member of Local 709, excluding Retirees, shall pay a Death Fund Assessment of Three Dollars (\$3.00) on proof of the death of any member in good standing. This assessment is payable before dues as stated in Section 166 of the United Association Constitution.

(B) Upon proof of death of any member in good standing with all Assessments paid to date, a benefit of Two Thousand Dollars (\$2000.00) shall be paid to his beneficiary.

(C) Members who transfer their membership to another Local Union will forfeit all rights, and claims to benefits from the Death Benefit Fund.

## **ARTICLE 30**

### TRANSFER OF MEMBERS:

(A) It is a requirement that all members transferring into Local Union 709 shall appear before the Executive Board at their meeting. After acceptance into Local Union 709, he shall deposit said Transfer Card and take the Obligation of Local Union 709 at the following regular meeting of the membership.

(B) All new members of Local 709, becoming so by virtue of initiation, re-initiation, transfer or apprenticeship, shall attend a minimum of twenty (20) instructional meetings of this Local Union. Meeting dates to be prescribed by the Executive Board. Any new member refusing to attend or without reasonable excuse shall be in abrogation of these By-Laws.

## **ARTICLE 31**

#### TRIAL OF MEMBERS:

For any violation of this Constitution and By-Laws, the International Constitution and By-Laws or the current Collective Bargaining Agreement, a member may be cited to appear before the Executive Board for trial. If said member is found guilty, the Executive Board may levy a fine, suspend, or expel from membership in accordance with the U.A. Constitution and By-Laws.

#### **ARTICLE 32**

#### TRIAL OF OFFICERS:

For malfeasance in office or negligence of duty, the charges shall be placed before the Executive Board. If sufficient evidence is found of transgression, upon recommendation of the Executive Board, the membership shall select five (5) members in good standing to investigate the charges and report with recommendations at a Special Called Meeting. The membership only has the right to remove an officer from his post, and must do so by a secret ballot vote with a two-thirds (2/3) majority present as per the United Association Constitution and By-Laws.

#### **ARTICLE 33**

#### FINES AND ASSESSMENTS:

No member of this Local Union nor any officer of this Local Union shall be fined, nor shall any general or special assessments be levied against him, nor shall be suspended or expelled from membership, or disciplined, censured or removed from office unless written specific charges are served upon him; he is given a reasonable opportunity to prepare defense; and is afforded a fair hearing and trial with the right to cross examine witnesses.

#### **ARTICLE 34**

#### STRIKES:

No committee, board, office, or group of officers shall have the right to call a strike. This power rests with the voting members of the Local Union and approval must carry a two-thirds (2/3) majority vote in favor on a secret ballot of members present at a Special Called Meeting except as set forth in the current Collective Bargaining Agreement.

### **ARTICLE 35**

In the event that any member of the United Association files an Unfair Labor Practice with the National Labor Relations Board against Local Union 709, or the United Association in the courts, or before any other Tribunal, and said Tribunal, whether it be the courts, the National Labor Relations Board or any other Tribunal, rules adversely to the member, said member shall be liable to the Local Union or the United Association for all costs, expenses, and expenditures incurred by the Local Union or the United Association in the defense of the said organization in such litigation or proceedings.

### **ARTICLE 36**

#### LEGAL COSTS:

The expenses and costs of any legal proceedings or action of any nature against the Local Union or its offices, representatives and employees, where such action arise out of the performance of their duties in accordance with the Constitution and By-Laws, shall be paid by the Local Union. The Local Union shall indemnify any officer, representative, or employee of the Local Union for any judgment obtained against them where it shall be necessary to protect, preserve, or advance the interests of the Local Union, but in no case shall they be indemnified where there is an adverse judgment against the officer, representative, or employee for embezzlement or misappropriation of funds.

### **ARTICLE 37**

All business and correspondence pertinent to this Local Union shall be handled from and through the business office of Local Union 709. All business and information shall be held in strict confidence and private from all persons other than members of Local Union 709 in good standing. All correspondence shall bear the Union Seal.

### **ARTICLE 38**

#### AMENDMENTS:

This Constitution and By-Laws may be amended only in the following manner:

(A) The proposed amendment or amendments shall be submitted in writing at a regular meeting of the Local Union and without debate be immediately referred, after initial reading, to the Local Executive Board for consideration and recommendation. The Local Executive Board, as the Rules Committee, may also originate proposed amendments and make recommendations on same to the Local Union.

(B) The Chairman of the Local Executive Board shall notify the Financial Secretary of the Local Union when the Board is ready to submit its recommendations, or amendments to the Local

Union. The secretary shall in turn send a written notice to all members of the Local Union in good standing to be present at each of two (2) successive Special Called Meetings at which the recommendations are to be read and debated.

(C) At the first Special Called Meeting, the recommendation of the Board is read, no vote shall be taken upon the recommendation, but an explanation and discussion may be called for. At the second Special Meeting, the amendment, amendments, or recommendations shall again be read, discussions held and a vote taken. It shall require a two-thirds (2/3) vote of the members in good standing that are present and voting to adopt any amendment or amendments to the Constitution and By-Laws.

### **ARTICLE 39**

The Constitution of the United Association shall be part of this Constitution, and rule and govern where this Constitution fails to mention or cover.

Any part, section, or sections of this Constitution and By-Laws, in conflict with the Constitution of the United Association or State and Federal Laws, shall and will be considered null and void.

The Constitution and By-Laws after ratification shall supersede all previous Constitutions and By-Laws of Local Union 709.

### **ARTICLE 40**

SAVING CLAUSE:

If any provision of this Constitution, Working Rules and By-laws shall be declared invalid or inoperative by any competent authority of the Executive, Judicial or Administrative branch of Federal or State Government, the Local Union Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place instead, a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision.

If any sections of this Constitution, Working Rules and By-Laws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Constitution, Working Rules and By-Laws or the application of such sections to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

### **ARTICLE 41**

CONTRACT:

The Local Union Collective Bargaining Agreement shall be negotiated by the Business Manager, President, and Negotiating Committee in the best interest of the membership. The following items, but not limited to these items are part of the C.B.A.

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## ARTICLE 42

### RETIREE CLUB:

The Business Manager is entrusted to provide funds in an amount of up to \$500 per month from the General Fund for expenses required for such activities as deemed appropriate. Additional requests

for funding over the \$500 per month to be brought before the Executive Board for their review and approval. If the monthly amount is not used, it shall not be set-aside in a special account, but shall remain in the General Account. Rules for types of activities that this Retiree Club may participate in are to be provided to the Business Manager by an appointed Committee of retirees and approved by the Business Manager and the Executive Board. The amount (\$500) shall be reviewed periodically by the Business Manager and Finance Committee to be certain that the finances of the Local can afford that amount.

## ***WORKING RULES SPRINKLER FITTERS U.A. LOCAL 709***

### **Section 1:**

All United Association members working in the jurisdiction of Local 709 shall be governed by these rules. Failure to comply with these regulations renders the United Association members liable to an

assessment, reprimand, suspension or expulsion as the Local Union may decide.

**Section 2:**

All members shall comply with the instructions of the Business Manager at all times and is required to ask for said instructions when in doubt about any question involving this Local Union.

**Section 3:**

The President shall have the authority to admonish, fine or expel from the meeting hall any member who is intoxicated or not abiding by the rules of order.

**Section 4:**

All United Association members shall report to the Business Manager or acting officer in his place for a work referral before reporting to a job site. In the event that a member fails to report for a work referral, he shall be in violation of this section. Any member working with a member without a written referral from the Business Manager or acting officer from within the Union shall be in violation of his section.

**Section 5:**

There shall be a foreman on each job and he shall receive compensation for his duties.

**Section 6:**

No member shall give away the established jurisdiction work belonging to Local 709, or the United Association.

**Section 7:**

Members of Local 709 shall not work contrary to, or in violation of, the terms and conditions, of any Collective Bargaining Agreement entered into either by a U. A. Local Union or the United Association.

**Section 8:**

Members of Local Union 709 shall recognize all sanctioned picket lines.

**Section 9:**

Any member of this Local Union found guilty of revealing the business transacted at any meetings or relating any other Local Union business to anyone other than responsible members of this Local Union shall be in direct violation of the By-Laws and Working Rules of this Local Union.

**Section 10:**

Any member allowing conduct detrimental to Local Union 709 or the United Association in his presence or with his knowledge shall be considered part of said conduct if he shall permit it without objection or effort on his part to prevent it.

**Section 11:**

Any member of Local Union 709, found guilty by the Executive Board of working detrimentally to this organization shall not be eligible to hold any office or serve on any committees or be a delegate for a period of three (3) years.

**Section 12:**

No member, whether Journeyman or Apprentice, shall permit himself to be loaned or borrowed to another employer.

**Section 13:**

Any member that shall seek reprisal or retribution against another member for the preservation and enforcement of these By-Laws and Working Rules shall be charged and tried for conduct detrimental to Local Union 709.

**Section 14:**

The Business Manager shall appoint all stewards for jobs as he deems necessary and appointed stewards shall be accountable to the Business Manager.

**Section 15:**

All members refusing to quit work when requested to do so by the Business Manager or Business Representative shall be subject to as severe a penalty as the Executive Board may see fit.

**Section 16:**

Any member of the Local Union acting for himself or as an agent in placing equipment for hire on a job shall be in violation of the By-Laws of Local Union 709.

**Section 17:**

Non-U.A. members who use the facilities, registration books, and hiring hall office with the objective of obtaining jobs on an equal basis with members shall be charged a fee for such services in the amount of one dollar (\$1.00) less than the dues and/or assessments charged the Union members. Such fees shall be charged prior to signing the out-of-work book, and shall be used to pay the non-member prorated cost of providing the hiring facilities and procedure of policing the Collective Bargaining Agreement.

**Section 18:**

It shall be the duty of the foreman to report to the Local Union office, the name of any member injured

on the job as soon as possible.

**Section 19:**

It shall be the duty of the foreman to report to the Local Union the names, dates and reason for the termination of an employee by the employer.

**Section 20:**

No U.A. member working within the jurisdiction of Local Union 709 shall furnish any tools or equipment for employers.

**Section 21:**

No member of Local Union 709 shall be permitted to subcontract or lump the installation of any sprinkler work under the jurisdiction of the United Association.

**Section 22:**

No member of this Local Union shall receive or recognize any time check or punch any time clock.

**Section 23:**

No member shall come from another job to replace a member already working on said job for the purpose of working overtime.

**Section 24:**

When overtime work is necessary it shall be reported to the Business Manager or Union office, prior to work commencing. In the event of emergency repair work, the Business Manager or Union office shall be notified as soon as is consistent with the business hours of the Union office.

**Section 25:**

Any unsafe working conditions or equipment furnished by the employer to any member shall be reported to the company immediately. Should no action be taken by the employer to rectify unsafe working conditions or equipment, a member shall notify the Business Manager of Local 709 immediately with reference to same.

**Section 26:**

It shall be the duty of every member to show his wages, expenses, and hours worked upon the request of any other member in good standing.

**Section 27:**

Any monies owed Local 709, paid by check, which is refused by the bank, because of carelessness, negligence, on the part of the member or insufficient funds, said member shall be assessed the sum of thirty five dollars (\$35.00) the first time and fifty dollars (\$50) the second time. After the second time, only cash or money orders will be accepted.