

# United Association Local Union No. 412 By-Laws

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## **ARTICLE 1** **Purpose**

*Section 1.1* The name of this Association shall be Local Union No. 412 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

*Section 1.2* The overall goal of this Association is to construct an organization, which shall serve effectively the interests of its members.

*Section 1.3* The object of this Association is to protect the quality of life of its members. Such quality includes the health, aesthetic and recreational interest of the members. The object of this Association is also to protect its members from unjust and injurious competition, and to secure through unity of action among all workers of the trade, claiming as we do, that labor is capital and is the only capital that possesses power to reproduce itself, or in other words, to create capital. Labor is the interest underlying all other interests, therefore, it is entitled to and should receive from society and government protection and encouragement.

## **ARTICLE 2** **By-Laws Committee and Amendments**

*Section 2.1* These By-Laws shall take effect upon the termination of the trusteeship that was imposed on Local 412 in August 2013 and, subject to the provisions of Section 2.4 below, they shall remain in full force and effect for a period of at least three years following such termination. These By-Laws shall remain in effect after the three year period unless amended or replaced as herein provided.

All previous By-Laws, and all previous laws and resolutions of this Local Union at variance with these By-Laws, are of no force or effect.

*Section 2.2* The Business Manager/Financial Secretary-Treasurer shall appoint a By-Laws Committee consisting of five (5) members in good standing.

*Section 2.3* Amendments to these By-Laws may be proposed by a written resolution signed by either twenty-five (25) members in good standing or by the Business Manager/Financial Secretary-Treasurer. Such resolutions shall be submitted to the President.

- (a) The President shall forward the resolution to the By-Laws Committee to check for compliance with the United Association Constitution and applicable laws before the resolution is submitted to the membership for reading.
- (b) Unless the resolution is determined to be out of order, it shall be read at two (2) consecutive regular union meetings. At the second reading a copy shall be distributed to each member in attendance.
- (c) After the second reading, the resolution to amend the By-Laws shall be debated and a vote will be taken.
- (d) It shall require a two-thirds majority of the members present and voting to adopt the amendment.

*Section 2.4* The By-Laws Committee shall meet after each UA Convention to make any changes to the By-Laws that are required as a result of Convention action.

*Section 2.5* Any changes or amendments to the By-Laws, whether pursuant to Section 2.4 or otherwise, shall be submitted to the United Association General Office to insure that they are consistent with the United Association Constitution and laws.

### **ARTICLE 3**

#### **Meetings**

*Section 3.1* The regular membership meetings of this Local Union shall be held on the second Saturday of each month at 9:00 A.M. Twenty five (25) members in good standing shall constitute a quorum.

*Section 3.2* Special meetings may be called by the Business Manager/Financial Secretary-Treasurer. Reasonable advance notice of special meetings, usually ten days, shall be given to the members.

### **ARTICLE 4**

#### **Officers, Representatives and Organizers**

*Section 4.1* The Local shall elect a President, Vice-President, Recording Secretary, Business Manager/Financial Secretary-Treasurer (“Business Manager/FST”), Inside Guard, Executive Board of five (5) members one of whom shall be the Vice-President, Finance Committee of three (3) members, and Examining Board of three (3) members.

*Section 4.2* Local Union Business Agents and/or organizers may be appointed by the Business Manager/FST from among the members in good standing. Such Business Agents or organizers will serve under the direction of the Business Manager/FST and may be terminated by the Business Manager/FST in his sole discretion. Such Business Agents or organizers shall not be considered officers of the Local Union.

### **ARTICLE 5**

#### **Officers’ Duties**

*Section 5.1* The duties of the Local Union officers shall be as set forth in the United Association Constitution. Any additional functions set forth in this article must be performed in compliance with the provisions of the United Association Constitution and Ritual.

*Section 5.2* Duties of the President:

- (a) In presiding at meetings of this Local Union the President shall enforce, protect and maintain the United Association Constitution and these By-Laws and he shall decide all questions and points of order in accordance with standard custom and Robert's Rules of Order Newly Revised.
- (b) The President shall have the authority as necessary to warn or to expel from the meeting any member engaging in behavior that disrupts the meeting. He may also file charges against such a member under the disciplinary procedures of the United Association Constitution.
- (c) The President shall have the same voting rights as other members of this Local Union.
- (d) The Business Manager/FST shall appoint the members of all committees unless otherwise provided in the United Association Constitution or these By-Laws.
- (e) The President shall countersign all checks written on Local Union accounts.

*Section 5.3* Duties of the Business Manager/FST:

- (a) The Business Manager/FST shall have supervision and control over the Business Agent(s) and any appointed representatives or organizers, and he may assign them such duties or to such territories as he deems appropriate.
- (b) The Business Manager/FST shall direct and be responsible for any organizing program undertaken by the Local Union.
- (c) The Business Manager/FST may appoint job stewards and he may issue instructions to job stewards concerning periodic reports.
- (d) The Business Manager/FST shall perform the duties of the Business Manager, the Financial Secretary and the Treasurer as set forth in the United Association Constitution.

- (e) The Business Manager/FST shall make reports of his activities to the membership at regular membership meetings.
- (f) The Business Manager/FST shall be furnished a vehicle by the Local Union for the purpose of the execution of his official duties. The Local Union shall be responsible for all expenses involved in the operation and maintenance of said vehicle. The Local Union's written vehicle policy shall apply.
- (g) The Business Manager/FST shall countersign all checks written on Local Union accounts.
- (h) The Business Manager/FST shall be a member of the Joint Apprenticeship Committee and a Trustee of the New Mexico Pipe Trades Funds.

*Section 5.4* Duties of the Business Agent(s):

- (a) The Business Agent(s) shall be under the direct supervision and direction of the Business Manager/FST. He/they shall promptly carry out all duties or assignments given to him/them by the Business Manager/FST.
- (b) The Business Agent(s) shall make reports of his/their activities to the membership at regular membership meetings.
- (c) Each Business Agent may be furnished a vehicle by the Local Union for the purpose of the execution of his official duties. The Local Union shall be responsible for the normal expenses involved in the operation and maintenance of said vehicle. The Local Union's written vehicle policy shall apply.

## **ARTICLE 6**

### **Salaries and Other Payments**

*Section 6.1* The salary of the Business Manager/FST will be calculated as fifty (50) hours per week at the General Foreman's wage rate according to the highest negotiated CBA rate in Local 412's jurisdiction.

*Section 6.2* The salary of the Business Agent(s) will be calculated as forty-five (45) hours per week at the General Foreman's wage rate according to the highest negotiated CBA rate in Local 412's jurisdiction.

*Section 6.3* The Business Manager/FST shall be reimbursed for expenses incurred while performing his duties as Business Manager/FST for the benefit of the Local Union. Such expenses will be reimbursed in accordance with the Local Union's written expense policy.

*Section 6.4* The Business Agent(s) shall be reimbursed for expenses incurred while performing his/their duties as Business Agent for the benefit of the Local Union. Such expenses will be reimbursed in accordance with the Local Union's written expense policy.

*Section 6.5* The President shall be reimbursed for expenses incurred while performing his duties as President for the benefit of the Local Union. He shall be reimbursed for time lost from work to perform Local Union business, including duties in connection with regular and special membership meetings, up to a maximum of eight (8) hours per day at the current commercial journeyman wage rate. Expense and lost time reimbursements shall be in accordance with the Local Union's written expense policy.

*Section 6.6* Non-salaried officers and members of boards and committees may be reimbursed for time lost from work to perform their duties for the benefit of the Local Union, up to a maximum of eight (8) hours per day at the current commercial journeyman wage rate. When no lost time from work has occurred, board and committee members will be compensated fifty (50) dollars per meeting attended, to include meetings that are done using telephone or other electronic means. Expense and lost time reimbursements shall be in accordance with the Local Union's written expense policy.

*Section 6.7* Members elected as delegates or appointed to represent this Local Union at out-of-town functions, other than the United Association Convention, may be reimbursed for time lost from work to perform their duties for the benefit of the Local Union, up to a maximum of eight (8) hours per day at the current commercial journeyman wage rate.

*Section 6.8* Any other expenses incurred for the benefit of the Local Union shall only be reimbursed if authorized by the Business Manager/FST and processed in accordance with the Local Union's written expense policy.

## **ARTICLE 7**

### **Nominations and Elections**

*Section 7.1* Elections of Local Union officers shall take place every three years in the month of June.

*Section 7.2* A combined nomination/election notice will be sent in accordance with the requirements of the United Association Constitution.

## **ARTICLE 8**

### **Eligibility for Office**

*Section 8.1* Pursuant to the United Association Constitution, journeyman members shall be eligible to hold office only if they have been members in good standing of the United Association and this Local Union for a period of two (2) years immediately prior to the election.

*Section 8.2* Pursuant to the United Association Constitution, no member who holds a financial interest in any business directly connected with the plumbing and pipe fitting industry may run for or hold union office.

*Section 8.3* Candidates shall be present at the time of their nomination or, if not, they shall have submitted to the President a letter accepting such nomination prior to the commencement of the nominations meeting.

## **ARTICLE 9**

### **Eligibility to Vote**

*Section 9.1* Pursuant to the United Association Constitution, journeyman members shall be eligible to vote in elections of officers only if they have been members in good standing of this Local Union for a period of one (1) year immediately prior to the election.

*Section 9.2* Pursuant to the United Association Constitution, no member who has entered business legitimately for himself or who holds a financial interest in any business directly connected with the plumbing and pipe fitting industry shall have the right to vote in an election of officers until six (6) months after the member has terminated his business or financial interest in such business.

## **ARTICLE 10**

### **Election Committee**

*Section 10.1* The President shall appoint an Election Committee of three (3) members consisting of journeyman members in good standing who are not candidates for office.

## **ARTICLE 11**

### **Manual or Mail Balloting**

*Section 11.1* Mail and manual balloting shall comply with applicable provisions of the United Association Constitution.

*Section 11.2* The membership shall be notified at least fifteen (15) days prior to any vote being taken to file a request with the General President for mail balloting.

## **ARTICLE 12**

### **Installation of Officers**

*Section 12.1* All elected officers shall be installed at the next regular meeting following any election unless a protest has been filed in accordance with the procedures of the United Association Constitution.



## **ARTICLE 13**

### **Vacancies in Office**

*Section 13.1* If a vacancy occurs in the office of the Business Manager/FST and there is at least one year remaining in the unexpired term of office, the vacancy shall be filled by special election. Such special election shall be held at the earliest practicable time and any interim vacancy shall be filled by appointment by the President.

*Section 13.2* If a vacancy occurs in the office of the Business Manager/FST and there is less than one year remaining in the unexpired term, the President shall fill the vacancy by appointment, with the approval of the Executive Board.

*Section 13.3* In all other cases in which a vacancy occurs, the Business Manager/FST shall fill the vacancy by appointment.

## **ARTICLE 14**

### **Shop or Job Stewards**

*Section 14.1* Stewards shall be working journeymen appointed by the Business Manager/FST.

*Section 14.2* Stewards shall attempt to adjust differences that arise under the Collective Bargaining Agreement(s). If they are unable to do so, they shall immediately notify the Business Manager/FST.

*Section 14.3* Stewards shall have copies of the applicable Collective Bargaining Agreement(s), the United Association Constitution, and the Local 412 By-Laws while on the job.

*Section 14.4* Stewards shall be reimbursed on a monthly basis an amount equal to their monthly dues, starting the first month following two (2) weeks of service and on the condition that all dues and assessments are up to date.

## **ARTICLE 15**

### **Admission to Membership**

*Section 15.1* Qualifications for admission to membership in this Local Union shall be as set forth in the United Association Constitution.

*Section 15.2* New members shall appear before the Executive Board following their initiation.

## **ARTICLE 16**

### **Initiation Fees**

*Section 16.1* The initiation fee for Building Trades Journeymen shall be two hundred dollars (\$200.00), payable at the time of initiation.

*Section 16.2* The initiation fee for Building Trades Apprentices shall be fifty dollars (\$50.00), payable at the time of initiation.

*Section 16.3* The initiation fee for Service Journeyman/Serviceman/LAC JNM shall be one hundred dollars (\$100.00), and the initiation fee for Apprentices shall be fifty dollars (\$50.00), payable at the time of initiation.

*Section 16.4* The initiation fee for Residential Journeymen shall be one hundred dollars (\$100.00), payable at the time of initiation.

*Section 16.5* The initiation fee for MT Trainee/Tradesman/Sandia Laboratories Metal Trades Council shall be fifty dollars (\$50.00), payable at the time of initiation.

*Section 16.6* A Metal Trades Journeyman desiring to transfer to the Building Trades branch of the Local Union shall be required to meet the requirements and qualifications set forth in the United Association Constitution.

*Section 16.7* The initiation fees in connection with organizing shall be determined by the Business Manager/FST, his designee or the General President of the United Association.

## ARTICLE 17 Dues

*Section 17.1* All dues shall be paid in accordance with the United Association Constitution.

*Section 17.2* This Local Union's monthly dues will automatically increase by the same amount whenever there is an increase in the per capita tax payable to the United Association. Monthly dues will also comply with the minimum dues requirements of the United Association Constitution.

*Section 17.3* Members shall pay monthly dues in accordance with the rates adopted by this Local Union for their respective classifications, as increased pursuant to Section 17.2 of these By-Laws and the provisions of the United Association Constitution.

*Section 17.4*

- (a) All journeymen, servicemen, apprentices and tradesmen working in the jurisdiction of this Local Union under an agreement providing for same shall pay a working assessment of three and one-half percent (3 ½%) of their gross earnings unless and until that amount is changed in accordance with the procedures required by the United Association Constitution.
- (b) Members who are working under the Metal Trades Maintenance Agreement and Los Alamos County Agreement shall not be required to pay the three and one-half percent (3 ½%) working assessment.

*Section 17.5* The Business Manager/FST shall mail notices to all members at their last known address informing them of a vote by secret ballot to increase the dues or working assessment. Notices are to be mailed at least ten (10) days prior to the meeting at which the voting will occur.

*Section 17.6* Any member whose dues or assessment check is returned by the bank shall have the official receipt which was issued for said check declared null and void, and the items listed on the receipt shall revert to an unpaid status. Any such bad check must be made good with cash or a money order and non-sufficient fund charges. Subsequent dues or assessments must be paid by cash or money order for a period of one year.

*Section 17.7* The Business Manager/FST may make best efforts to keep members current in their dues obligations. However, members shall be suspended or expelled for nonpayment of dues in accordance with the provisions of the United Association Constitution, whether or not actual notice has been given of an impending delinquency.

## **ARTICLE 18**

### **Finances**

*Section 18.1* Monies are to be deposited in the General Fund and all expenditures are to be made from the General Fund.

*Section 18.2* The Business Manager/FST shall pay all expenses and report same for approval at the next regular membership meeting.

*Section 18.3* The signature of the Business Manager/FST and President shall be required on all checks drawn on Local 412 accounts or to liquidate investments.

*Section 18.4* All officers, employees or other persons who handle monies of this Local Union shall be bonded as required by the Labor Management Reporting and Disclosure Act of 1959.

*Section 18.5* Any investment of Local Union funds other than purchases of U.S. Government Bonds or deposits in a federally insured financial institution shall be made after consultation with an Investment Advisor registered under the Investment Advisors Act of 1940.

*Section 18.6* There shall be a review of the books at the end of each fiscal year by a certified public accountant selected by the Business Manager/FST. The Finance Committee and the Business Manager/FST shall review the audit and report to the membership at a regular union meeting. The audit shall be kept in the office of the Business Manager/FST for review by appointment of any Local 412 member in good standing.

## **ARTICLE 19**

### **Death Benefit Fund**

*Section 19.1* There shall be a Death Benefit Fund in this Local Union administered by the Business Manager/FST. All matters pertaining to the Death Benefit Fund shall be governed by this Article and by the UA Local Union 412 Death Benefit Fund Summary Plan Description. A copy of the UA Local Union 412 Death Benefit Fund Summary Plan Description is available from the Local Union business office.

*Section 19.2* Each new member shall pay an initial assessment of twenty dollars (\$20.00) to support the Death Benefit Fund at the time of becoming a member. In addition, upon the death of a member who is eligible for a benefit from the Death Benefit Fund, all members, with the exception of those qualifying for fifty year continuous membership status under the United Association Constitution, shall pay an assessment of five dollars (\$5.00) per death to support the Death Benefit Fund.

*Section 19.3* The assets of the Death Benefit Fund shall be kept in a separate bank account. This account and the assets contained therein shall be part of the general assets of this Local Union and subject to the claims of this Local Union's creditors.

## **ARTICLE 20**

### **Rules of Conduct**

*Section 20.1* Violations of member or officer obligations under these By-Laws or the United Association Constitution will be subject to the disciplinary procedures of the United Association Constitution.

*Section 20.2* No officer or member of this Local Union shall resort to court proceedings of any description in any matter pertaining to this Local Union or the United Association or his membership or office until all remedies provided for in the United Association Constitution or in these By-Laws have been fully exhausted.

*Section 20.3* No member shall divulge confidential or privileged information concerning proceedings of this Local Union to any person not a member of the United Association.

*Section 20.4* No member shall cross or work behind a lawful picket line sanctioned by this Local Union unless so required by a collective bargaining agreement negotiated by the United Association or an affiliated entity.

*Section 20.5* Members shall keep the Local Union informed of their current mailing address and phone number.

*Section 20.6* No member shall haul any shop tools or materials in his personal vehicle at any time, nor shall he furnish, rent or lease any vehicle, tool or equipment to his employer unless it is permitted in a collective bargaining agreement. An employer is any contractor who hires members of this Local Union.

*Section 20.7* No member shall use improper or profane language while in the Union Hall, or conduct himself in a manner that disturbs the decorum of a union meeting.

*Section 20.8* Members shall familiarize themselves with their obligations under these By-Laws and the United Association Constitution.

*Section 20.9* The UA Standard for Excellence shall apply to this Local Union and its members. Copies of the UA Standard for Excellence should be posted at the Local Union offices and made available to members on request.

## **ARTICLE 21**

### **Contract Negotiations, Ratification and Strike Votes**

*Section 21.1* The Business Manager/FST, the President and three (3) members in good standing selected by the membership at a union meeting shall negotiate the Collective Bargaining Agreement(s). The Business Manager/FST shall be the Chair of the Negotiating Committee.

*Section 21.2* Progress reports shall be given at regular meetings, followed by discussion and recommendations from members.

*Section 21.3* Notice shall be mailed to all members in good standing at their last known address of a regular or special meeting to vote on acceptance or rejection of a proposed new Collective Bargaining Agreement.

*Section 21.4* A proposed Collective Bargaining Agreement submitted at a meeting under the foregoing subsection can be accepted, amended or rejected by a majority vote by secret ballot of members present and voting.

*Section 21.5* At a regular or special meeting, it shall require a two-thirds (2/3) vote of the members present to order a strike and a majority vote to call off a strike.

*Section 21.6* Ratified agreements will be made available to members at the Local Union offices or by electronic means.

## **ARTICLE 22**

### **Political Action**

*Section 22.1* The Local Union may establish a political action committee to collect voluntary contributions to support political campaigns.

## **ARTICLE 22**

### **Supremacy and Savings Clauses**

*Section 22.1* In the event of a conflict between these By-Laws and the United Association Constitution, the United Association Constitution shall prevail.

*Section 22.2* If any provision of these By-Laws shall be declared invalid or inoperative by any competent authority of the executive, judicial or administrative branch of the Federal or State government, the officers of this Local Union shall have the authority to suspend the operation of such provision and to substitute in its place and stead 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. The remainder of these By-Laws, or the application of such section to persons or circumstances other than those as to which it has been held invalid, shall not be affected.