

# Bylaws & Working Rules of UA Local 118

## ARTICLE 1. ADOPTION AND PURPOSE

- A. These Rules and Bylaws govern the conduct of Local 118 officers and members and supplement the rules, regulations, and guidance for Local Unions, their officers, and their members set forth in the United Association (UA) Constitution.
- B. **Violations/Offenses.** Violations of these Working Rules and Bylaws of Local #118 may subject a member to fines and other disciplinary action. Fines shall be set by the Executive Board in accordance with the procedure and requirements of the UA Constitution. Other disciplinary action may be taken as permitted by and in accordance with the UA Constitution.

## ARTICLE 2. JURISDICTION, PROTECTION OF WORK, AND STANDARDS

- A. All pipe and tubes 1/8" in diameter and larger, over 12" in length, shall be cut by United Association members.
- B. Boilers, tanks, etc., that require special machines to handle and place in position, members may receive assistance from other trades, but shall insist that final leveling and setting be done by United Association members.
- C. Laborers or other trades will not be allowed to handle tools or materials pertaining to Plumbing, Steamfitting, or Welding on the job site that is the work of the United Association.
- D. No member of Local #118 shall give or allow others to do the work granted to the United Association of Plumbers and Steamfitters per the current area collective bargaining agreement and the UA Constitution.
- E. No member or member of their immediate family shall lease or rent tools or equipment to a contractor.
- F. No United Association member in the jurisdiction of Local #118 shall accept any influential pay or other benefits for the purpose of increasing the rate of work or violating any rules of Local #118 or contractual obligation. No member of Local #118 shall work piecework.

## ARTICLE 3. INITIATION FEE.

- A. **Journeyman.** The initiation fee into Local #118, Building and Construction Trades as a Journeyman, shall be the sum of two hundred dollars (\$200.00).
- B. **Apprentices.** The initiation fee for Local #118 Apprentices shall be \$200.00. New apprentices must make an application to become members of Local 118 within 60 days of their apprentice contract date.

- C. **Metal Trades, Yard & Warehouse Employees.** The initiation fee into Local #118, Metal Trades, Yard & Warehouse division, shall be the sum of one hundred fifty dollars (\$150.00). If a shop is organized as a union shop, the employees shall be allowed to have the initiation fee reduced to one hundred dollars (\$100.00).
- D. **Re-initiation.** Re-initiation fee shall be the same as the initiation fee. At no time shall the re-initiation fee of a former 118 member be less than the amount of dues and fees owed at the time of expulsion.

#### **ARTICLE 4. DUES.**

- A. The Executive Board and Finance Committee shall review the finances of the local relative to monthly dues. The dues formula shall remain in effect until the bylaws state otherwise. Changes to the dues-calculation formula shall be presented by the Executive Board and Finance Committee to the membership for approval.
- B. **Building Trades Members.** Monthly Union Dues to Local #118 shall be calculated as follows:
  - a. Journeyman union dues shall be based on .023% times the hourly base rate of pay, plus vacation/holiday, pension, and health & welfare. This amount will be rounded off to the nearest dollar. The dues shall be adjusted each year at the time of the new contract rate change.
  - b. 1<sup>st</sup> and 2<sup>nd</sup>-year Apprentices & Warehouse Employees. The rate for 1-2 year Apprentices and Yard and Warehouse people shall be 60% of the Journeyman dues rate.
  - c. 3<sup>rd</sup> through 5th-year Apprentices. For 3-5 year apprentices, the rate shall be 75% of the Journeyman dues rate.
- C. **Tradesmen/Plant and Maintenance Members.** Members employed outside of the building trades or who perform the work of the United Association in plant or maintenance shall pay full dues to Local #118 based on the current journeyman hourly working dues contribution established by these Bylaws or the Area CBA. The full dues calculation is based on a 40-hour workweek. Unless the member has signed a checkoff authorization for the remittance of dues by his/her employer, dues shall be paid monthly, and the number of weeks paid per calendar month shall be based on the number of Fridays in that month.
- D. **Officers in good standing.** Officers in good standing who attend Executive Board Meetings, and the Recording Secretary, shall have a dues structure of 50% of union dues.
- E. **Retiree Dues.** Retiree dues shall be minimum dues as per UA Constitution.
- F. **Minimum Dues.** The minimum dues amount is \$40.00 per month. Members who are not working or who are traveling, shall pay the minimum of \$40.00 per month.
- G. **Laid off/Traveling Members.** Members required to take travel card to secure employment out of the jurisdiction of Local #118, who are involuntarily laid off at the time they request such travel card, shall pay union dues to Local #118, at the minimum rate of \$40.00 per month. Members sent out of town by their employers will pay minimum dues to Local #118 and full dues to the jurisdiction in which the member is working.

- H. **Member Responsibility for Dues Payment In Full.** Members are responsible for ensuring that their full dues are paid in full each month. For example, if an employer only remits \$34.10 in working dues on behalf of a member obligated to pay minimum dues that month, the member is responsible for the remaining \$5.90 for that month. Local 118 cannot apply future dues until all past dues have been paid in full.
- I. **Dues Relief.** Relief on union dues will only be given at the time of occurrence, not months later. Requests for relief or assistance must be presented to the Executive Board on a timely basis with the proper Local 118 form. Requests will be granted for a maximum of six (6) months, at which time the Executive Board shall be updated as to such request and may extend relief as it sees fit.
- J. **Fines.** Members who fail to bring current their dues obligation after three (3) requests from Local 118 to do so will be fined.
- K. **10-Day Letter Dues Policy.** Any member falling three (3) months behind on their dues shall receive a 10-day letter that will allow the member one chance per year to avoid the reinstatement fee and remain in good standing if the member's dues are paid within ten (10) days of the date of the letter. If payment is not made at this time, reinstatement fees must be paid.
- L. **Returned Checks & Manner of Dues Payment.** Any member who shall render or issue a check to Local #118 for dues or assessments with insufficient funds shall be assessed all the bank fees and will be fined twenty-five dollars (\$25.00) plus bank fees upon a second offense. In the event two or more of a member's checks for dues or assessments are returned, such member shall pay dues by cash, cashier check, or money order for the subsequent twelve (12) months or longer as may be determined by the Executive Board.

## **ARTICLE 5. UNION MEETINGS.**

- A. **Regular Meetings.** Meetings shall be held every 3<sup>rd</sup> Monday of the month at 5:00 P.M. at the Kenosha Union Club. July and August monthly union meetings will be canceled unless the Executive Board recommends the meeting be held in these months.
- B. **Special Meetings.** Every member shall be notified of special meetings ten (10) days in advance by notification via postcard, letter, email, phone call, or text. Special meetings may be called for by seven (7) members in good standing. A quorum shall consist of seven (7) members.
- C. **Action on Motions.** All actions on motions at either regular or special meetings shall be taken either by voice, hand, or secret ballot. The President shall refrain from voting but shall cast the deciding vote in the case of a tie.
- D. **Union Meeting Conduct.** The President of Local #118 shall be the authority to remove or eject any member who is disruptive or unruly from the Local Union Meetings. Roberts Rules of Order shall be used to conduct and control all meetings.
- E. **Apprentices.**
  - a. Apprentices are required to attend five (5) union meetings per year.

- b. **Voting.** After successful completion of the third apprenticeship year, apprentices shall be entitled to voice and vote at Local Union meetings and in Local Union elections.

## **ARTICLE 6. NEGOTIATION AND RATIFICATION.**

- A. **Notice of Special Ratification Meeting.** When it is necessary to call a special meeting for the purposes of a ratification vote, Local 118 will make a special effort to notify the members of a special-called ratification meeting at least three (3) days before such meeting by two (2) of the following means: postcards, letters, email, text or telephone.
- B. **Secret Ballot.** Contract terms shall be ratified by secret vote (ballot) by the majority vote of the members attending the meeting.
- C. All contracts, as soon as they are ratified, shall be placed on file with the United Association General Office and shall not be changed or aborted except by a majority vote of Local #118 in attendance after due notice.

## **ARTICLE 7. UNION OFFICERS, EXECUTIVE BOARD & BUSINESS MANAGER/AGENT.**

- A. **Best Interest of the Union.** The Business Manager, Business Agent(s), and Officers of the Union shall work for the best interest of the members of Local #118 above all other parties.
- B. **Terms & Vacancies.** All officers shall be elected to a three (3) year term. If a vacancy occurs and the duration is twelve (12) months or less, the President shall have the right to appoint a replacement to that office with the Executive Board's approval. If a vacancy occurs and it is over twelve (12) months in duration, a special election to fill such vacancy in office is required.
- C. **Eligibility.** No member shall be eligible to run for any office in Local #118 unless he/she has been a journeyman member of Local Union #118 for two (2) years immediately prior to the election.
- D. **Officers.** The officers of the Local Union shall be as those stated in the United Association Constitution, including President, Vice-President, Recording Secretary, Financial Secretary/Treasurer, and Executive Board members.
- E. **Executive Board.** The Executive Board shall consist of five (5) members, which shall include the Vice President of the Local Union who, by virtue of such office, shall be a member thereof and chairperson of the Executive Board. Of the remaining four Executive Board members, it is preferred (for equal representation) two (2) shall be Steamfitters and two (2) shall be Plumbers.
- F. **Disciplinary Action.** Elected Union officials may be fined, reprimanded, or removed from office for just cause after notice and trial. "Just cause" shall include but is not limited to:
  - a. Violations of the UA Constitution or these bylaws, incapacity, or the unwillingness or failure to complete duties required of such officer.
  - b. The failure of an officer of Local #118 to attend three-fourths (3/4) of the regular union meetings in a year is cause for the initiation of disciplinary action.

- c. Other conduct detrimental to, or which compromises the integrity of, the local or the UA, or which fails to comply with state and federal regulatory requirements and law.
- G. **Suspension.** The Business Manager and/or the Executive Board shall have the authority to suspend the duties of any elected union official in the event of allegations of serious misconduct, pending investigation and trial on such charges.
- H. **Compensation of Officers.** The Business Manager shall receive as compensation pay equivalent to forty-four (44) hours per week at the General Foreman rate (12% over Journeyman rate) and other benefits that have been voted on by the membership. Business Representatives shall receive as compensation pay equivalent to forty-four (44) hours per week at the Foreman rate (8% over the Journeyman rate) and other benefits that have been voted on by the membership.
- I. **Conflict of Interest.** Any officer who obtains a conflict of interest and cannot work at all times for the best interest of the members of Local #118 shall be reviewed by the Executive Board, and their recommendation shall be voted on by the membership in attendance at a special or regular meeting.

#### **ARTICLE 8. TRAVEL ON LOCAL 118 BUSINESS.**

- A. **Approval of Travel.** No officer, employee, or member of Local #118 shall go to conventions, conferences, or other meetings nor travel out of town on behalf of Local #118 unless approved by the Executive Board. Only officers, the Business Manager, and Business Representative(s) of Local #118 shall be allowed to attend State, Regional Conventions or Meetings.
- B. **Per Diem & Reimbursement Rates.** Members of Local #118, when traveling out of town on authorized Local 118 business, shall receive the following per diem:
  - a. When Local #118 members require expenses for lodging and are not put on #118 credit card, it shall be paid at \$75.00 per day plus any additional cost of the room rate.
  - b. Meal expenses will be paid at the following amounts:
    - Breakfast-\$10.00
    - Lunch-\$15.00
    - Dinner-\$25.00
  - c. Any additional expenses can be approved by the Executive Board and reported to the membership.
  - d. Mileage at the current federal rate.
- C. **Vehicle Allowance.** The Business Manager and Business Agent(s), as a part of their compensation and in order to perform their duties, may be authorized to operate vehicles owned by Local #118 or to receive compensation in lieu of the use of such vehicle on terms as follows:
  - a. Local-owned Vehicles. Local #118 vehicles will only be used for Union business and the operator(s) of such vehicles are required to maintain appropriate mileage and expense records related to the operation of such vehicles. Regular maintenance scheduling is the responsibility of the officers driving the vehicles.

- b. **Personal Vehicles used for Union Business.** In lieu of driving a union-provided vehicle, a Business Manager or Business Representative may use their personal vehicle; in doing so, such individual assumes all liability for said vehicle, including but not limited to maintenance, repair, registration, and insurance. Personal vehicles used in the course and conduct of Union business must carry at least \$1,000,000 in insurance. The use of a personal vehicle will be compensated as follows: 6.7% of the taxable rate will be added to their weekly compensation. The individual will be responsible for fuel costs except for trips over 100 miles from the Local 118 office.

## **ARTICLE 9. WORKING RULES.**

- A. **Work Placement.** If a member is placed to work and the job is less than ten (10) working days or eighty (80) hours, the member will retain their position on the Out of Work List unless fired for absenteeism within this eighty (80) hour period. If the job lasts longer than ten (10) days or eighty (80) hours when the member is terminated or laid off, their names will be placed on the bottom of the Out of Work List. If a member quits or requests termination from the job, the member will automatically be placed on the bottom of the Out of Work List, unless it is for health reasons and the member is unable to remain on the job, with a slip from a physician specifying the nature of the problem.
- B. **Solicitation of Work.** Apprentices requesting a lay-off or soliciting work with another contractor while assigned are grounds for cancellation of the apprenticeship. If an Apprentice believes there is reasonable cause or that it is in their best interest to leave the current contractor, the apprentice must contact the Business Manager, and, or the Joint Apprenticeship Committee (JAC). The decision to lay off or reassign the apprentice will be solely at the discretion of the JAC. If the situation is such that the apprentice needs to be removed immediately, as in the case of, but not limited to; harassment, OSHA violations, or a compromise of the apprentice's wellbeing; the Business manager shall have the authority to lay off, or reassign the apprentice until the JAC can convene.
- C. **Out of Work List.** When more than one member of the same craft is laid off on the same day, for determining position on the Out of Work List will be based on the time of call received by the local.
- D. **Work During a Strike.** It shall be a violation of these By-Laws for a member of Local #118 to work while the Local is engaged in a labor dispute or strike, unless he is an officer of a company, firm, or corporation. Only work of an emergency nature will be allowed during a strike, with permission from the Local Union through the Business Manager or Business Representative.

## **ARTICLE 10. MISCELLANEOUS.**

- A. **Dispute Resolution.** A member shall not institute any court action of any description pertaining to Local #118 Officers or Members until they have exhausted all remedies provided in the Local Labor Agreement and the United Association Constitution.
- B. **Regular Review of Working Rules & Bylaws.** All Working Rules and Bylaws shall be reviewed and changed where necessary, no less than every three (3) years. A Working Rules Committee shall be appointed by the President.

- C. **Savings Clause.** No provision of these Rules and Bylaws is intended to nor shall be read to supersede or contravene any provision of the UA Constitution, nor shall any provision be interpreted or enforced to cause any violation of Local, State, or Federal laws. In the event any provision of these Rules and Bylaws contravenes any provision of the UA Constitution or law, such Rule and Bylaw only shall be void.
- D. **Copies of CBAs, Bylaws.** All Local members, upon request, shall receive a copy of the Union Contract and the Working Rules and Bylaws of Local #118.

• WORKING RULES & BY-LAWS OF PLUMBERS & STEAMFITTERS, LOCAL #118,  
AS REVISED, AMENDED, & ADOPTED:

February 16, 1987  
September 19, 1988  
September 17, 1990  
January 20, 1992  
March 14, 1994  
April 21, 1997  
June 15, 1998  
May 15, 2000  
November 19, 2001  
August 20, 2007  
September 20, 2010  
March 17, 2014  
June 18, 2018  
December 20, 2021