

LOCAL 699

**SPRINKLER FITTERS & APPRENTICES
OF THE UNITED ASSOCIATION OF JOURNEYMEN &
APPRENTICES OF THE PLUMBING & PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA**

BY-LAWS

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PREAMBLE

The members of this Association, in order to maintain a close and harmonious affiliation of all persons engaged in the sprinkler industry, to further by education, research and loyal cooperation the interests of its respective members, to make agreements with employers, so that all concerned may work in complete accord and to mutual advantage, to teach the art of the trade and craft to apprentices so that they may become competent and efficient mechanics, to protect the public against unfair and unscrupulous labor and to maintain high standards and good workmanship in the sprinkler industry, do adopt the following Constitution and By Laws:

ARTICLE I

Name, Affiliation and Territory

Section 1. This association shall be known as Sprinkler Fitters Local Union 699 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. Created by charter from the United Association, this Local is subject to the Constitution, rules, regulations, policies and practices of the United Association.

Section 2. The territorial jurisdiction and trade jurisdiction of this Local is that which is, or may be, properly assigned to it by the United Association, which includes the following counties of the state of Washington in their entirety. The counties of Island, King, Kitsap, Pierce, Skagit, Snohomish and Thurston.

Section 3. The office of Sprinkler Fitters Local Union 699 shall be located in King County, Washington. All original books and records shall be kept at the Local Union office.

ARTICLE II

Meetings

Section 1. Regular meetings shall be held on the third Thursday of the month at 5:30 P.M. All members of the Union and classifications of membership in the industry shall meet as a body.

Section 2. The Business Manager at his discretion may call for a special meeting. Notice of the time, date, place and purpose of the meeting must be mailed to all members not less than fifteen (15) days prior to the date of the special meeting. No other business shall be transacted at the special meeting other than that set forth in the notice.

Section 2a. Seven (7) journeyman members in good standing or a majority of the Executive Board may make a written request to the Business Manager for a special meeting. The request must state the reason and purpose to call a special meeting. It shall be at the discretion of the Business Manager whether a special meeting should be called.

Section 3. Ten journeymen members in good standing shall constitute a quorum for the transaction of business of a regular or special meeting.

Section 4. All members shall, upon request, show their dues book or paid receipts to the Vice President or the Inside Guard, before entering the meeting.

Section 5. Roberts Rule of Order shall govern the proceedings and meetings of this Local.

Section 6. No member shall attend a meeting under the influence of liquor nor conduct himself while at the meeting in such a manner as to interfere with the proper and orderly conduct of the business of the Local. He must comply with and obey all requests or orders by the presiding officer pertaining to the conduct of the meeting and at no time use vulgar or profane language nor make any slanderous statements or accusations toward any member or officer of the Local or of the United Association.

Section 7. The presiding officer, upon whom is the duty of properly conducting the meeting, may remove any member who engages in repeated disruption of the meeting. Members who unwarrantedly obstruct and interfere with the orderly conduct of the meeting may be subject to disciplinary proceeding in accordance with the procedures set forth in the UA Constitution.

Section 8. In the event that a national or state emergency is declared and Local 699 is unable to conduct in-person meetings, the Executive Board shall be empowered to meet and consider all necessary and routine matters that might otherwise be brought to the regular membership meeting. Written notice will be sent to the members listing all actions taken by the Executive Board pursuant to this clause. In no event will the Executive Board take action on a dues increase without membership approval.

ARTICLE III

Membership

Section 1. All applicants for membership in this Local Union must appear before the Business Manager or Executive Board prior to making application. This section to apply also to members desiring to change their classification.

Section 1a. Applications shall be processed in accordance with the Constitution of The United Association Membership Procedures.

Section 2. Applicants for membership as a journeyman in Sprinkler Fitters Local 699 must submit (or have submitted) an affidavit or affidavits from a recognized employer or employers vouching for the applicants ability to adequately perform the work of his trade and also vouching for his character. These affidavits must cover a minimum of five (5) years actual practical working experience in the pipe fitting trades, per the Constitution of The United Association.

Section 3. Applications for membership shall be made in writing upon the form furnished by the United Association General Secretary. Each applicant must submit the affidavits as to the applicant's ability and character required by Local Union 699.

Section 4. When an applicant is approved for membership by the Local, the applicant shall pay to the Local the initiation fee herein provided for. He shall then be furnished a copy of the Local Union 699 Constitution and By-laws and all other applicable documents. He shall then be initiated and obligated in accordance with the applicable provisions of this Constitution. Thereupon, the appropriate officer shall duly enter his name as a member on the records of the Local. He shall be furnished a Membership Card and shall be entitled to all the rights and privileges of the Local, as conferred by the Constitution and By Laws.

Section 5 Persons may also be accepted into membership in this Local in accordance with the rules and regulations of the United Association governing transfer cards. Local Union 699 members transferring from Metal Trades to Building Trades shall pay the difference if any between Metal Trades and Building Trades initiation fees at the time of acceptance into the Building Trades.

Section 6 The Business Manager and/or Executive Board may, from time to time, in order to carry out and effectuate organization of the unorganized, adopt rules in accordance with this Article or different from this Article governing the admission to membership in the Local of journeymen or apprentices and others allied with the sprinkler industry.

Section 7. All new applicants for membership as a Building Trades and/or Metal Trades journeyman will be required to pay an initiation fee not to exceed Five Hundred Dollars (\$500.00). This amount shall be paid in full prior to time of initiation.

Section 8. Applicants for membership as apprentices will be required to pay an initiation fee not to exceed Five Hundred Dollars (\$500.00).

Section 9 At the time of initiation the apprentice shall pay one-fourth or twenty-five percent of the amount due. Fifty percent of the initiation fee shall be paid by the apprentice at the rate of one days pay at his current rate of pay each month. The remaining twenty-five percent of the initiation fee shall be paid by the apprentice when he/she becomes a Journeyman member of the Union.

Section 10. The method of payment for all initiation fees shall be determined by the Business Manager. No applicants other than apprentices shall be initiated into the Local Union until the entire initiation fee has been paid. Any applicant not fulfilling his application obligations shall relinquish any and all rights to the return of moneys paid.

ARTICLE IV

Nominations and Election of Officers

Section 1. Eligibility to hold office in Sprinkler Fitters Local Union 699 shall be the same as set forth in the United Association Constitution.

Section 2. No member shall be eligible to be nominated for office in any Local Union unless he shall be a journeyman member and shall have been a member of the United Association and the Local Union in good standing for at least a period of two (2) years immediately prior to the election. Any journeyman member who owes or has paid a reinstatement fee within a period of two (2) years

immediately prior to the date of the election shall not be eligible to be nominated for office in any Local Union.

Section 3. No member shall vote at any election of any description unless he has been a member of this Local Union, in good standing, for a period of one year prior to the date of the election.

Apprentices that have successfully completed the first three years of their apprenticeship shall be allowed to vote in accordance with the United Association Constitution.

Section 4. All officers shall be elected for a term of three years. Nominations of officers shall be made at the regular meeting in May. Election of officers shall be held at the regular meeting in June. Notice shall be given to all members as to nomination and election as required by the United Association Constitution.

Section 5. All officers shall be installed at the regular meeting in July.

Section 6. This Local Union shall elect a President, Vice President, Business Manager-Financial Secretary, Recording Secretary, Executive Board of four members, Inside Guard, Examining Board of three members and one Washington State Executive Board member.

Section 7. The Business Manager shall automatically be elected as the Washington State Executive Board member.

Section 7a. The Vice President shall be the Chairman of the Executive Board.

Section 8. Applicable provisions of the United Association Constitution regarding eligibility of officers in a combination Local Union shall apply.

Section 9. No member shall be declared elected unless he shall have received the highest number of votes cast. The four nominees for the Executive Board and the three nominees for the Examining Board receiving the highest number of votes shall be declared elected.

Section 10. At the Regular Meeting in April, the President will appoint two tellers, and the Vice President will appoint one Election Committee Chairperson, these members to constitute the Election Committee. The Election Committee may not be nominees for office.

Section 11. The balloting in regular elections shall be from 12:00 Noon on the day of election and shall be declared closed at the start of the Regular Union Meeting. As soon as the election has been declared closed, the Election Committee shall proceed per their election procedures. The Election Committee shall keep a tally, repeat and record each ballot as it is read. When the tally is completed and signed by the Election Committee, the Election Chairman shall announce the results. The original tally shall be recorded by the acting Recording Secretary and a complete report shall be given by the Election Committee to the Union at the next regular meeting. The Business Manager shall notify all elected candidates to be present for their induction at the regular meeting in July.

Section 11b. During balloting, the ballot box shall be supervised at all times by the Election Committee.

Section 12. At the regular and special called meetings where secret ballot voting will be conducted on such issues as dues increases or contract ratification, a current eligibility list will be available. Voting by secret ballot at these meetings shall be as follows: The Election Committee shall be appointed as in Section 10 of this article. Official election procedures will be followed. After counting the ballots the Election Chairman will report the results.

Section 13. In the case of death, removal, resignation or for any other reason a vacancy occurs in any elected office, that office shall be filled by election. The periods between notification, nomination and election shall be consistent with the United Association Constitution. Vacancies in any elected office shall temporarily be filled by an appointment by the Executive Board until an election can be held. If the balance of the term is six months or less the appointee shall finish out the remainder of the term.

Section 14. The election of officers shall be in conformity with the United Association's Constitution. It shall be the duty of the Local to comply with all federal laws concerning the honest and fair conduct of such election, including the granting of the right of each nominee in such election to have at least one observer, at the counting of the ballots, who must be a member of the Union in good standing. Voting by writing in the name of a person not nominated shall not be permitted.

Section 14a A candidate for elected office in U.A. Local 699 may not serve as an observer in the election that he or she is a candidate.

Section 15. No mailing list will be provided for the use of any candidate for office. Candidates for office may submit campaign literature in stamped, sealed envelopes and the Union office shall properly mail such literature to the last known address of all eligible voters, and the candidate shall pay the costs of handling and mailing the campaign literature incurred by the Union office.

Section 16. The General Executive Board shall have full discretionary authority to waive the time requirements of the UA Constitution for Local Unions that hold an election of officers six months prior to the United Association Convention. The General Executive Board shall determine the months to which the Local Unions shall advance the holding of their elections of officers. An advancement of a Local Union's election of officers under this section shall not affect the term of office of incumbent officers. Where a Local Union holds nominations for Local Union offices at the same time it nominates delegates and alternates to the United Association Convention a member may be nominated for either a full time salaried office or as an United Association Convention delegate or alternate, or both.

ARTICLE V

Officers and Their Duties

Section 1. All officers of this local shall possess and exercise the duties of their respective offices as spelled out in the applicable provisions of the United Association Constitution and Ritual. These duties so described are by this reference incorporated into these By Laws and made a part of as though set out in their entirety.

Section 2 The Business Manager-Financial Secretary is responsible to the membership for his actions.

Section 2a. The Business Manager-Financial Secretary shall sign all checks for the Local Union, and shall be placed under a bond, which will comply with all Federal and State laws.

Section 2b. The Business Manager shall receive the high Foreman's pay plus an additional (15%) fifteen percent per hour for 40 hours a week, 52 weeks a year including two weeks vacation, for the first three years of service. This hourly rate shall be increased by (2%) two percent per year of service to a maximum of (20%) twenty percent above the high foreman's pay.

Section 2b 1. The Business Manager-Financial Secretary shall document all expenses incurred for the benefit of the Local Union. The expenses of the Business Manager-Financial Secretary shall be reviewed by the Executive Board and are subject to the approval of the body.

Section 2b 2. The Business Manager-Financial Secretary shall act in his official capacity on all committees which handle collection or disbursement of any funds.

Section 2c. The Business Agents and Organizers shall receive the Foremen's 3 pay plus an additional 10% ten percent per hour for 40 hours a week, 52 weeks per year including two weeks vacation for the first three years of service. This hourly rate shall be increased by (2%) two percent per year of service to a maximum of (15%) fifteen percent above the low Foreman's 3 pay.

Section 3. The Executive Board shall meet on the first Thursday of each month.

Section 3a. The Executive Board shall between the meetings of the Local Union transact such business as may be referred to it by the Local Union, or by the duly elected Local Union Officers.

Section 4. The Examining Board of this Local Union shall meet on call.

Section 4a. In the event one member of the Examining Board is absent, the two remaining members are empowered to select a member to act as one of the Examining Board, provided that such member shall be a journeyman member in good standing of the Local Union.

Section 4b. The Examining Board shall keep a record of all applicants, whether accepted or rejected. This record, along with all examination papers, to be kept on file in the Local Union office for a period of five years.

Section 4c. The fee for examination for Building Trades journeymen in this local union shall be sixty dollars (\$60.00). The fee shall go to the Local Union to defray the expenses of holding these examinations. This fee must be paid prior to taking the examination and failure to appear when called will result in forfeiture of fee.

Section 5. Any member elected or appointed to a position in the Union shall not hold economic interest in any business related to the sprinkler industry, as per the United Association Constitution.

Section 5a Any member elected as an officer in the Local Union shall not hold an appointed position that is funded through any United Association of Local Union membership dues. The member must resign the elected or the appointed position prior to the next Regular Local Union Meeting with the exception of the Examining Board.

Section 6. The Business Manager shall be empowered to provide for the employment of all attorneys, accountants, and such other special or expert services as may be required in the performance of his duties. The employment of Clerical employees and other personnel necessary for the efficient operation of the Local's office shall be the responsibility of the Business Manager. The Business Manager shall have the authority to negotiate collective bargaining agreements covering clerical employees.

Section 7. The Business Manager shall be empowered, on behalf of the Local, its officers, agents, employees, or members, to initiate, defend, compromise, settle, arbitrate or release or pay the expenses and costs of any legal proceeding or actions of any nature if, in his judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the Local. However, any compromise or settlement which requires the payment of moneys from the general fund in excess of \$1000.00 shall require Executive Board approval.

Section 8. The Business Manager shall have the right to appoint or terminate the Business Agents with the approval of the Executive Board. The Business Agents shall not hold any elected office in the Local Union.

ARTICLE VI

Committees

Section 1. A Finance Committee consisting of three members shall be elected at the general election. They will be elected under the general election rules and will be elected for a three-year term.

Section 1a. The Finance committee shall examine the account books and count all money of the Local Union at the end of each calendar quarter of the year. The findings of this examination shall be reported to the membership at the next regular meeting.

Section 1b. There shall be an annual audit of all finances of this Local Union by an accredited certified public accountant. This audit shall be examined by the Finance committee and read at the next regular meeting. This report is to be available to the membership at all times.

Section 2. An Apprenticeship Committee of three journeyman members in good standing shall be appointed by the Business Manager.

Section 2a. The Apprenticeship Committee will meet with the employer members as the Union Representatives of the Joint Apprenticeship Committee. They will maintain the apprentice-training program in conformity with all Federal and State Apprenticeship Standards. They will assist and guide the apprentices in every way possible.

Section 3. A Negotiating committee shall consist of the Business Manager-Financial Secretary, the President, Vice President and Executive Board Members of the local.

Section 3a. The duties of the Negotiating Committee shall be to assist the Business Manager in all Local Union contract negotiations.

Section 3b. During negotiating meetings with the Employers, the Negotiating committee shall receive journeyman's rate of straight time. They shall also receive their documented expenses after review by the Business Manager-Financial Secretary, subject to membership approval.

Section 4. Political Education Committee effective. The Business Manager shall appoint a committee for Political Education. Said committee shall consist of not less than 3 members in good standing, nor more than 5 members in good standing. Local 699 will maintain such a committee, whose membership will be re-appointed by the Business Manager and compensated at the same rate as other Local Board members. The duties and functions of the committee shall be to educate the membership and the public on the issues and candidates in state, municipal 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 the trade unions in the area.

Section 4a. Segregated Fund. That the Business Manager / Financial Secretary be authorized to open a segregated fund checking account and at his discretion allocate periodic deposits into said account hereby named "Local 699 Segregated Fund" up to \$18,000.00 annually. Upon recommendation of the Committee for Political Education the dispensing of monies from this fund shall be at the discretion of the Business Manager / Financial Secretary.

ARTICLE VII

Removal From Office

Section 1. Officers of Local Union 699 may be fined, reprimanded, or removed from office, for just cause, after notice and trial. Charges may be preferred against any officer by a member of the United Association in good standing who has personal knowledge of the offense committed. The charges shall be made in writing to Local Union 699 within sixty days after discovery of the offense, stating with reasonable certainty the nature of the offense charged, the time and place of occurrence, the date of discovery of the offense, naming the witnesses and the sections of the By-Laws of Local Union 699 and the Constitution of the United Association that have been violated by the officer; and it shall require a majority of the vote of the members in attendance at a regular or special meeting to whom the charges are preferred, to accept such charges; and the charges must be signed by a member of the United Association in good standing.

Section 2. When the charges have been made and are accepted by the Union, as herein before provided, the entire matter shall be referred to the Executive Board for hearing. A copy of the charges, together with a notice setting the time and place of hearing, shall be served the accused officer at least ten (10) days before the hearing.

Section 3. The Executive Board shall hear all witnesses and, if the charges are sustained, shall then make its findings and recommendations of a fine, reprimand, or removal from office, to the Local Union at the next regular or special meeting. On a report of the charges being sustained by the

Executive Board, it shall take two-thirds vote of the members in attendance at the regular meeting to sustain the charges and remove the officer or fine or reprimand him.

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Section 4. Any officer disciplined under the provisions of this section shall be entitled to appeal the decision of the Local Union to the General Executive Board of the United Association. The General executive Board may, in its discretion, stay the execution of the Local Union's decision until the action of the appeal is concluded.

Section 5. The office of any officer, committee member, or delegate shall be declared vacant immediately upon said member becoming ninety (90) days in arrears in his dues, and therefore, not a member in good standing.

Section 6 The removal from office for any reason other than section 5, of this article, shall be done according to applicable provisions of the United Association Constitution.

ARTICLE VIII

Dues, Fees and Assessments

Section 1

The basic and working dues, along with any assessments described herein shall be deducted from the members wages under the dues “check-off” provision contained in Local 699’s collective bargaining agreement.

The term “Basic Dues” for all members shall consist of the United Associations membership dues requirement, the Local 699 Group Life Insurance Policy and the Washington State Association Burial Fund. Basic dues are Thirty-One Dollars and Seventy-Five cents (\$31.75) per month effective January 1, 2015 and Thirty-Three Dollars and Seventy-Five cents (\$33.75) per month effective January 1, 2018.

Local 699 has a basic and working dues assessments of One Dollar and Seventy-Five cents (\$1.75) per hour for all journeyman hours worked. Apprentice basic and working dues assessments are listed in a dues check-off schedule addendum.

Residential Master Tradesmen, Residential Tradesmen and Residential Apprentices will have a basic and working dues assessment of 2% of their gross hourly wages per hour for all hours worked and is listed in a Residential dues check-off schedule addendum.

Members working thirty-nine (39) hours or less in a calendar month, members on travel card, and unemployed members, must remit their basic dues requirement to Local 699 on a monthly basis no later than the fifteenth day following the month for which the dues are owing.

Reallocate \$0.75 cents per journeyman hour of the \$1.75 General Fund contribution to the Local 699 Building Fund.

Section 2

Local 699 will pay, out of the General Fund, the required United Association membership dues for those members meeting the requirements of a superannuated member. Superannuated members will be required to remit on a monthly basis the costs of the Local 699 Group Life Insurance Policy and the Washington State Association Burial Fund.

“Superannuated Members”, superannuated members will be defined as members meeting the following requirements.

Shall be retired

Shall be sixty-five (65) years of age

Shall have thirty (30) years or more of continuous membership in Local 699

Shall be drawing on a vested pension with at least fifteen (15) credits in the NASI pension fund
1953 charter members are exempt from any requirement

Section 3

Retired members not meeting the requirements of superannuated must remit their basic dues to Local 699’s office on a monthly basis. Local 699 will determine the monthly amount of basic dues for these retired members. Basic dues are Thirty Dollars and Seventy-Five cents (\$30.75) per month effective January 1, 2014 and Thirty-One Dollars and Seventy-Five cents (\$31.75) per month effective January 1, 2015.

Section 4

Members will be responsible for assessments levied by the Washington State Association, per the Washington State Association By-Laws.

Section 5

Local 699 participates in the financial support of a WSA Compliance Fund. All Building Trades Journeyman members will be assessed the sum of five cents (\$0.05) per hour for all hours worked.

Section 6

Local 699 has established a fund known as the “Local 699 Market Recovery Membership Benefit Program”. Whereby a fund authorized by a vote of the membership is used for the exclusive purpose of promoting union labor within the Fire Sprinkler Industry within the jurisdiction of Local 699.

For the purposes of funding this program there will be an assessment of One Dollar (\$1.00) per hour (effective April 1, 2015) for all journeyman hours worked. Building Trades apprentices 6th -10th periods and Residential Tradesman & Master Tradesman will pay per the dues check-off schedule.

The assets of the program shall be maintained in a separate account designated as the Local 699 Market Recovery Membership Program. The program shall be directed and administered by the Business Manager with the help of the Business Agents.

The Business Manager shall make reports of the program including an accounting of assets to the executive board and the membership.

The Business Manager is authorized to expend in his discretion reasonable sums from the local’s General Fund and/or from Local 699 Market Recovery Membership Program account to pay the administrative expenses of the program.

However, all payments to contractors must be made from the Local 699 Market Recovery Membership Program account.

The Business Manager shall reduce or suspend the program at any time he deems it necessary. Upon termination of the Local 699 Market Recovery Membership Program, all monies in the fund shall revert back to the General Fund and all contributions to such funds shall end.

When a project is selected for the Program, an estimate will be made of the number of man-hours of sprinkler fitters work to be performed on the job. Based upon this estimate, a calculation will be made of the total amount of money, which will be designated by the program for each particular project. The union will then make an announcement, that, with the respect to this particular project, the Local will make a bid supplement payment from the program's funds, in the amount calculated, to any contractor who is awarded the work for that project, and who is signatory to a collective bargaining agreement with Local Union #699. The bid supplement payment available on that project will, therefore, be available to all contractors bidding the job who are signatory to a contract with Local Union #699. The determination, as to which jobs are going to be granted for each project, will be made solely by the Union. There will be no employer involvement in this process.

Section 7. Basic dues shall not be increased or assessments made other than those of the United Association and the Washington State Association against the members of this Local except by a majority vote by secret ballot of the members in good standing of this Local, voting at regular or special meeting after a written notice of the intention to vote upon such question has been given to each member in good standing at his last known address as recorded on the records of the Local Union. All members shall notify the Financial Secretary-Treasurer of any change of residence.

Any increase in dues, fees, or assessments resulting from a vote by the membership shall take effect on the first day of the 2nd month following the month the tally and certification of results. Article XIV (Amendments) shall not apply to increases in dues, fees, or assessments conducted under this section.

Section 8. National, Local and disciplinary assessments are payable before dues. All financial obligations (assessments, fees, dues and fines) due and owing this Local Union shall constitute a civil debt. Suit to collect such monies shall be filed in a court of competent jurisdiction in King County, Washington or in the county of residence of the member at the option of the Local Union. The Union shall be entitled to collect reasonable attorney's fees and actual costs of suit in any suit to recover monies dues and owing.

Section 9. Any member becoming in arrears in dues for three (3) months shall become suspended, according to the applicable provisions of the United Association Constitution. Any member owing over three (3) months dues shall stand suspended from all benefits and privileges of membership in this Local and shall not be entitled to any financial benefits until three (3) months after his reinstatement. Whenever a member stands suspended for having owed over an amount equal to three (3) months dues, he shall pay all amounts due before he is placed in good standing, together with a Fifty Dollar (\$50.00) reinstatement fee.

Section 10. Any member in arrears for dues or assessments for a period of Six (6) months shall stand expelled, and must pay all moneys that he legally owes to Local Union 699 and a new Initiation Fee to the Local Union in which he desires to be reinstated. Proof of current qualification as required of new members is necessary before accepting such an applicant for re-initiation.

Section 11. All superannuated non-working members stand to receive all rights and privileges the same as any regular member.

Section 12. Local 699 has established a fund known as the “Local 699 Strike Fund”. Local 699 strike fund shall be financed by an assessment of ten cents (\$0.10) per hour for all hours worked by journeyman employees working under Local 699 Collective Bargaining Agreement. This fund shall have a maximum balance limit not to exceed two hundred and fifty thousand dollars (\$250,000). When the maximum balance of \$250,000 has been reached the \$0.10 cents per hour assessment shall revert to the Local 699 Building Fund.

The assets of the Strike Fund shall be maintained in a separate account designated as the Local 699 Strike Fund.

All members performing any strike related activities, hand billing, leafleting and other picketing duties shall be paid out of the Local 699 Strike Fund, attorney fees related to the above shall also be paid out of the Strike Fund.

Any member performing any duty related to a Local 699 strike, hand billing, leafleting and other picketing duties etc. shall not be paid in excess of twenty dollars per hour (\$20.00). The Business Manager/Financial Secretary of Local 699 shall administer the Strike Fund.

The Business Manager/Financial Secretary shall have the authority to direct Strike Fund assets and future contributions towards the General Fund as needed for the financing of the regular business of Local 699.

Section 13. For the purpose of Local 699 to purchasing and maintain a building to house both the union hall and the training facility, Local 699 has established a fund known as the “Local 699 Building Fund”. The Local 699 Building Fund shall be financed by an assessment of twenty cents (\$0.20) per hour reallocated from the Market Recovery Fund for all hours worked by employees working under the Local 699 Collective Bargaining Agreement.

ARTICLE IX

Funds

Section 1. The revenue derived from initiation fees, dues, reinstatement fees, fines, assessments and other income shall constitute the general funds of this Local. This fund can only be used to defray the proper expenses of the Local. Fines and assessments shall be paid by the member before monthly dues may be accepted from him. This penalty shall apply whether he pays all in a lump sum or in weekly or monthly payments.

Section 2. All funds shall be kept in the name of this Local in such depository or depositories as the Executive Board may designate. The funds shall be withdrawn only on orders signed by the Business Manager-Financial Secretary. The Financial Secretary may transfer moneys from one fund to another when he deems it necessary for the best interests of the Local. The Financial Secretary may invest

portions of the local union's funds in savings accounts, certificates of deposit or government bonds for the purpose of earning interest.

Section 2a. Investment of Local Funds in fixed income securities and equities shall require the hiring of a Certified Financial Planner to advise and manage such investments. There shall be no affiliation between any member of Local 699 and any person or firm hired to advise and manage Local Fund investments.

An Investment Oversight Committee with oversight to the fixed income securities and equity investments only, shall consist of the Business Manager/Financial Secretary, the Finance Committee and two at large committee members appointed by the Business Manager/Financial Secretary. The committee will establish the investment policy guidelines based on the recommendations of the financial planner and will meet semi-annually to review the policy and performance of the local's investments.

The Local may invest up to 70% (seventy percent) of General Fund and Market Recovery Fund assets and 100% (one-hundred percent) of Building Fund and Strike Fund assets in fixed income securities and equities.

Section 3. The Business Manager-Financial Secretary shall, when due, pay out of the funds of the Local all moneys due the United Association, central labor bodies and Local Building Trades Councils and such compensation to officers and members as authorized by the Local, in accordance with the By Laws and practices of this Local. They shall also pay, all regular bills and expenses of the Local.

Section 4. No money shall be paid out except on proper presentation of bills and duly authorized claims on the Financial Secretary to pay any benefits authorized by the Union.

Section 5. All donations shall be made at the regular meeting of the Union and must be referred to the body by the Executive Board. No money shall be donated to any individual or for any other purpose, except to assist the "Labor Cause". Purchasing of "Tickets" is strictly prohibited.

Section 6. No money shall be voted out of the treasury for any purpose after the hour of ten o'clock P.M. on any meeting night. Any monies voted out of the treasury shall require a majority vote of the eligible voting members in attendance.

Section 7 No member of this Local Union shall be allowed to vote on any proposition to donate any money for any purpose unless he has been a journeyman member of this Local Union in good standing for a period of not less than one year prior to voting or an apprentice that has successfully completed the first three-years of their apprenticeship.

Section 8. This Local Union shall not loan money to anyone for any purpose.

Section 9. Any member claiming money from the Local Union must present their bill in a timely manner after the expenditure was incurred.

ARTICLE X

Delegates

Section 1. The election of delegates and alternates to the United Association Convention shall conform to the procedures established in the United Association Constitution.

Section 2. Delegates to all conventions and affiliated bodies shall be elected.

Section 3. No member shall be eligible as a delegate or alternate unless he shall have been a good standing member of Local Union 699 which he is to represent for at least two (2) continuous years previous to his election. A person elected as delegate to the UA Convention must also remain in good standing through the period of the Convention.

Section 4. All delegates and representatives of this Union being elected or sent to represent it at any convention or meeting at an affiliated organization shall receive expenses and transportation as established and approved by the Executive Board.

Section 5. Any duly elected delegate shall attend all meetings to which he has been elected for the full course of said meetings. Any delegate not in attendance, as stated, shall appear before the Local Union's Executive Board and it shall be the duty of the Board to demand a return to the Treasury of all salary and/or expense money for the day or days the delegate has not been in full attendance.

ARTICLE XI

Strikes

Section 1. No strike shall be ordered unless two-thirds of the members present vote in favor of the same at a regular or special meeting. Members are to be officially notified of a strike vote not less than fifteen days (15) before the meeting.

Section 2 Members of this Local Union will respect only picket lines of other crafts that have been duly authorized by the State Labor Council, the King County Central Labor Council, the Building Trades Council and /or the Metal Trades Council.

ARTICLE XII

Jury Duty

Section 1. When members are serving as Jurors, they may present their Jury Duty vouchers to the Executive Board for approval. Upon approval, the Executive Board will authorize payment from the General Fund an amount equal to the Jury Duty checks.

Section 2. Any member who volunteers for Jury Duty or who is compensated by his Employer for Jury duty, will not be eligible for compensation from the Local Union under this Article of the Constitution and By Laws.

Section 3. All members' names, and moneys received, who are serving or have served on Jury duty, will be read at the Regular Meeting.

ARTICLE XIII

Trials

Section 1. In case of any accusation brought against any member, the Executive Board shall act as the trial body and pass judgment thereupon; all subject to the protection of members set out in the Constitution of the United Association.

Section 2. The procedures and policies of the Executive Board as a trial body are governed by those applicable sections of the United Association Constitution. The Trial body and Executive Board and all persons either accused or charging parties having business before the trial body shall adhere in each and every particular to the trial requirements established by the United Association in the referenced sections of its Constitution.

Section 3. If a member of the Local considers himself aggrieved by the action of any other member or any other member attempts to injure him, it shall be the duty of the member so aggrieved or threatened with injury to make a complaint in writing.

Section 4. No officer or member of this Local Union shall resort to court proceedings of any description, in any matter pertaining to this organization, his membership or his office until all remedies provided for within this Constitution and within the Constitution of the United Association have been fully exhausted.

ARTICLE XIV

Amendments

Section 1. These By Laws may be amended in the following manner only. Ten members in good standing may submit in writing any proposed change or addition to the By Laws. The proposal will be read at three consecutive regular meetings. At the meeting of the third reading, a vote shall be taken by secret ballot. A two-thirds majority of the ballot shall be required for acceptance. Any proposal, upon acceptance, shall become effective immediately.

Section 2. Amendments that modify the amount of dues, fees, or assessments, shall be covered by Article VIII, Section 7 rather than this article.

ARTICLE XV

Stewards

Section 1. The Business Manager may establish a steward system to insure the maintenance and enforcement of collective bargaining agreements.

Section 2. The authority of stewards designated by the Business Manager may include, but shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

- B. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business.

Stewards have no authority to take strike action, or any other action interrupting the Employer's business.

ARTICLE XVI

Duties of Members, Work Rules and Miscellaneous By Laws

Section 1. The first duty of each member of this Local Union is to be true and loyal to his Union and the objects of the United Association; to patronize all objects and purposes of the labor cause; to purchase only Union made goods, and not to patronize any place where unfair labor is employed.

Section 2. Every member must conform to and abide by the Constitution of the United Association, the By Laws of this Local Union, the working rules published and adopted by this Local Union, The Collective Agreements as entered into by this Local Union and such lawful actions as may be taken from time to time by the membership of this Local Union at any regular or special meeting thereof.

Section 3. All members of the Local Union shall have on file with the office of the Union with the Secretary thereof their true and correct address and where required, the true and correct address as well as the name of their beneficiaries.

Section 4. No member shall use his personal tools or vehicles nor shall they lease their personal tools or vehicles for company use.

Section 5. No member shall work contrary to a Local 699 collective bargaining agreement.

Section 6. Absent special permission, no member of Local 699 shall work as a sprinkler fitter for an employer who is not signatory to a Local 699 agreement, except where the employer's contract has expired and a new contract is being negotiated, or except where the member has obtained a travel card and is working in the jurisdiction of another United Association Local. No member of Local 699 shall work with sprinkler fitters who are not members of a United Association Local, except as may otherwise be provided in a United Association collective bargaining agreement.

Section 7. Any member attempting to deprive another of good standing in the Local Union by frivolous charges, to deprive him of employment, shall upon trial and conviction be punished by assessment, suspension or expulsion.

Section 8. All members of Local 699 after notifying the Union they are out of work, shall notify the Union as soon as they have returned to work.

Section 9. No member of Local 699 shall take any action detrimental to the Local Union and in opposition to the principles of unionism.

Section 10. Any member of Local 699 shall be required to show his wages, expenses and hours worked upon the request of the Business Manager of Local 699. Should any member refuse to show same, they may be disciplined in accordance with the procedures required by the UA Constitution.

Section 11. No member of Local 699 shall act as a foreman or assume such responsibility unless he receives compensation as provided in the collective bargaining agreement.

Section 12. No member of Local 699 shall be allowed to work overtime without receiving the proper compensation as provided by the collective bargaining agreement.

Section 13. No member of Local 699 shall be allowed to sub-contract or lump sum the installation of any sprinkler and pipe work under the jurisdiction of the United Association or work in any shop where sub-contracting is done.

Section 14. All members of Local 699 who are supervisors shall conform fully to the collective bargaining agreement.

Section 15. Any member of Local 699 who gives away the established jurisdictional work belonging to Local 699 to another craft may be cited for a violation of this section.

Section 16. Any member or members refusing or failing to answer a citation to appear before the Executive Board may be charged and disciplined in accordance with the procedures set out in the UA Constitution.

Section 17. No member of this Local Union shall punch any time clock as a condition of reporting to work, other than shop fabrication employees.

Section 18. Any member crossing picket lines established by Local 699 shall be subject to trial and fine for violation of this section.

Section 19. Any member of Local 699 divulging the proceeding of any meeting to any person not a member of this Local without the consent of the officers of the Local Union may be subject to discipline in accordance with the procedures of the UA Constitution.

Section 20. Any member of this Local Union going into business for himself, or in any association with a third party, in any business directly connected with the plumbing, pipe fitting and/or sprinkler fitting industry shall be permitted to continue in union membership but shall have no vote or voice in the affairs of the union while so engaged.

Section 21. The Financial Secretary shall issue a dues stamp and receipt when dues are paid. Members refusing to show their Dues Book or paid up receipt showing them in good standing, when asked for them during working hours shall be subject to discipline in accordance with the procedures of the UA Constitution.

Section 22. Any member of the United Association accepting employment in the jurisdiction of a sister Local before reporting to the proper offices of such Local Union and depositing his Travel or Transfer Card, informing him of his intention of accepting employment under the jurisdiction of said Union, shall after notice and hearing be subject to discipline in accordance with the UA Constitution.

Section 23. Members shall have the right to call on some member to defend them or act as their attorney when on trial before the Executive board charged with any violation of these laws.

Section 24. That any election of delegates to any convention, any change in the By Laws, and any election for a vacancy in office and any special order of, business to be voted upon, voting process shall start by the hour of 9:00 P.M.

Section 25. All officers and committee members, excluding full-time salaried Local 699 members be paid Seventy-Five Dollars (\$75.00) per committee meeting attended with a quorum.

Section 26 When dispatched to a job by and through the offices of the Union a workman shall be issued a Dispatch slip. This Dispatch slip shall contain the workman's name, his social security number and all other pertinent employment data. The Dispatch slip shall be presented at the time of reporting by the workman to the foreman or faxed to the employer.

Section 27. Local 699 has established a group insurance policy for all Local 699 members.

Age 18 years through 69 years old --\$7,500.00 Life and \$7,500.00 AD&D

Age 70 years through 74 years old --\$4,875.00 Life and \$4,875.00 AD&D

Age 75 years and on ----- \$3,750.00 Life and \$3,750.00 AD&D

The premium for the insurance is paid from the dues of the members. The Business Manager and the Executive Board members have the authority to change insurance carriers if same policy can be purchased for less money.

Section 28. The Recording Secretary or Substitute shall be paid Seventy-Five Dollars (\$75.00) for each regular or special called union meeting if attended.

Section 29. Mandatory Picketing and/or Leafleting: All active members of Local 699 shall be required to serve one (1) day of Picketing/Leafleting every three months if needed. Members will be notified in advance of the day and date they could be required to serve. Any member notified and not reporting as directed by the Local Union will be assessed one (1) days pay, equal to eight (8) hours at the Building Trades Journeyman Hourly Wage Rate, if found guilty of violating this section following the procedures set forth in the UA Constitution.

ARTICLE XVII

Savings Clause and Supremacy

Section 1. If any provision of these By Laws shall be declared invalid or inoperative by any competent authority of the United Association, the executive, judicial or administrative branch of the Federal or State Government, the 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 and stead a provision which will meet the objective and purpose of the invalid provision. If any section of these By Laws shall be held invalid by operation of law or by any tribunal of competent jurisdiction or by any duly authorized authority of the United Association, the remainder of these By Laws or the application of such section to persons or circumstances other than those to which it has been held invalid shall not be affected hereby.

Section 2. Any matter not covered by this Constitution shall be resolved and controlled by the Constitution of the United Association and any provision of this Constitution and By Laws in conflict with the Constitution of the United Association shall be null and void to the extent of such conflict.