BY-LAWS

UNITED ASSOCIATION
OF JOUNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA
LOCAL 787

CHARTERED APRIL 14TH 1951

REPRESENTING WORKERS IN THE HEATING, VENTILATING, AIR CONDITIONING,
AND REFRIGERATION INDUSTRY IN THE PROVINCE OF ONTARIO
## BY-LAWS

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UA LOCAL 787 BYLAWS

Preamble

The UA Local 787 By-laws are an extension of the United Association Constitution and are intended to facilitate the operation of UA Local 787 within the framework of the United Association Constitution. Should any conflict arise between these By-laws and the United Association Constitution, the United Association Constitution shall prevail.

Context: The UA Local 787 By-laws shall be read and construed as though all orthographical and grammatical changes had been made and wherever the singular and masculine are used throughout shall be construed as if the plural and feminine or neuter had been used where the context herein require.

ARTICLE 1

UA Local 787 Charter

1.01 As provided in Section 81 of the UA Constitution, UA Local 787 is chartered as a combination Local Union.

“Membership of a combination Local Union shall consist of qualified Journeymen and Apprentices eligible for membership in the jurisdiction of a Building and Construction Trades Local Union, and Journeymen, Apprentices and Production Workers eligible for membership in a Metal Trades Local Union.”

ARTICLE 2

Jurisdiction

Trade

2.01 UA Local 787 having full and exclusive jurisdiction over the heating, ventilating, air conditioning and refrigeration industry, including the supervision, fabrication, installation and maintenance of heating, ventilating, air conditioning and refrigeration installations of every description and character, shall be composed of Journeypersons and Apprentices or any type of worker employed on any kind of work allied to or connected in any manner with the heating, ventilating, air conditioning and refrigeration industry.

Territory

2.02 UA Local 787 has territorial jurisdiction over the Air Conditioning and Refrigeration Trade within the geographical boundaries of the Province of Ontario.

2.03 Should the United Association change the trade or jurisdiction of UA Local 787 pursuant to Section 2 of the United Association Constitution, these By-laws shall be amended as soon as possible to reflect the change.

ARTICLE 3

Meetings

3.01 General Membership Meetings will be held at the UA Local 787 Office and Training Centre, 419 Deerhurst Drive, Brampton, beginning at 6:30 pm on the second Wednesday monthly, except for July and August.

3.02 A quorum of fifteen (15) Building Trades Journeypersons, in addition to elected officers, is required to be present before the chairperson can proceed with the meeting.

3.03 Nomination and Election meetings will be held in accordance with the United Association Constitution and scheduled to coincide with General Membership meetings.

3.04 Emergency Membership meetings may be scheduled by the UA Local 787 Business Manager and Executive Board.

3.05 Informational meetings will be held annually in the following cities: Hamilton, Kingston, Kitchener, London, Ottawa, St. Catharines, Sarnia, Sudbury, Thunder Bay and Windsor. Should members within another area or city wish to have an informational meeting with the full time officers, a written request signed by a minimum of five (5) Building Trades Journeyperson members (in good standing) from the area or city is to be submitted to the UA Local 787 Business Manager and/or Executive Board.

ARTICLE 4

UA Local 787 Officers and their Duties

4.01 The United Association Constitution Sections 100 through 116 and the Ritual of the United Association (amended January 1997) state clearly the duties and relationship of the various Local Union officers. The duties of each officer are distinct from each other.

Pursuant to the United Association, the Business Manager shall conduct the daily affairs of the Local Union without interference from other officers.

The officers of UA Local 787 are elected for a three (3) year term shall co-operate to ensure that all decisions are in the best interest of the membership of UA Local 787.

4.02 UA Local 787 has three (3) elected full time officers, namely: one (1) Business Manager, Financial Secretary-Treasurer; one (1) Business Representative and one (1) Business Representative/Organizer.

4.03 The Business Representative and Business Representative/Organizer are under the supervision of the Business Manager.

4.04 The number of full time officers within UA Local 787 is based upon a minimum of one (1) full time officer for each 500 active members.

ARTICLE 5

Eligibility for Office in UA Local 787

5.01 The United Association Constitution Sections 121 and 122 state the eligibility requirements for office in UA Local 787.
The salary of a newly elected full time officer is 7.03.

The remuneration of the full time officers is 7.02.

All incumbent officers of UA Local 787 shall remain eligible for all other offices.

Any full time employee of the JTAC/Training Department who stands for election as a full time officer is deemed to have resigned his/her position in the JTAC/Training Department.

ARTICLE 6
Term of Office

All officers of UA Local 787 are elected for a term of not less than three (3) years. The term of office is established as being three (3) calendar years ie: January 1, 1998 through December 31, 2000 and every three (3) calendar years thereafter.

All incumbent officers of UA Local 787 shall remain officers of UA Local 787 following the election of officers until the January General Membership meeting, or a special called General Membership meeting prior to the end of January, at which time the newly elected officers are to take the pledge and oath of obligation and assume the duties of their office.

ARTICLE 7
Salary and Expenses

The remuneration of the full time officers is periodically reviewed by the UA Local 787 Executive Board and increases are to be applied effective the following term of office.

The salary and expenses established are based upon the principle that it not cost an elected officer of UA Local 787 any out of pocket expenses in the course of carrying out his/her duties.

The salary of a newly elected full time officer is based upon the ICI Construction and Non ICI Construction, Service and Maintenance Collective Agreement, Zone 1 Journeyperson Foreperson total package, 40 hours per week for forty-nine (49) weeks per calendar year. (Three (3) weeks unpaid vacation)

The salary of a re-elected full time officer immediately following six (6) years of continuous employment as a full time officer is based upon Article 7.03 for fifty-two (52) weeks per calendar year and the full time officer under this provision is entitled to three (3) weeks of paid vacation.

The salary of a re-elected full time officer immediately following nine (9) years of continuous employment as a full time officer is based upon Article 7.03 for fifty-two (52) weeks per calendar year and the full time officer under this provision is entitled to four (4) weeks of paid vacation.

The salary of the Business Manager is as set out in Article 7.03 plus 5% (effective January 1, 2001 5% changes to 10%).

UA Local 787 shall contribute 15% of the salaries of full time officers and employees to support the Local Union Officers and Employees Pension Plan. The amount of contribution to this Pension Plan shall be in addition to the salary presently being paid to full time officers and employees as per Section 41 of the UA Constitution.

A car allowance is paid to each full time officer the first of each month during the term of office (presently $650.00 per month, effective January 1, 2001 $731.25). Vehicle must be no more than one year old at the beginning of the term of office and must be North American Union built. Option for the Union to lease a vehicle for the three year term based upon 120-130 thousand kilometers. Insurance and all operating costs are to be paid by UA Local 787 with the exception of operating costs incurred during vacation.

Members who are performing duties on behalf of UA Local 787 as authorized by the Business Manager and Executive Board and are absent from work on a day or days they would normally be scheduled to work are reimbursed at the Zone 1 Journeyperson total package rate plus expenses.

Members who attend meetings on behalf of UA Local 787 as authorized by the Business Manager and Executive Board after normal work hours are paid a flat meeting allowance based upon three (3) hours at the Zone 1 Journeyperson total package.

Termination pay for the full time officers shall be in accordance with the Provincial UA Local 787 - ORAC Collective Agreement(s).

Each full time officer shall have every other Friday
ARTICLE 8
Expense of Litigation

8.01 UA Local 787 is authorized to pay all the expenses for investigating services, employment of all counsel and other necessary expenditures in any cause, matter, case or cases where an officer, representative, employee, agent or one charged with acting on behalf of UA Local 787 is charged with any violation or violations of any law or in any civil or criminal action: 1) if a majority of the UA Local 787 Executive Board in its sole discretion determines that said charges or lawsuits are: (a) unfounded, or (b) politically motivated, or (c) filed in bad faith in an attempt to embarrass or destroy UA Local 787 or the UA Local 787 officer or representative; 2) if a majority of the UA Local 787 Executive Board in its sole discretion determines that the expenditures should be made.

8.02 Also, the expense of litigation as provided in Article 8.01 is subject to various statutes of limitation and is intended to apply to all persons referred to in Article 8.01 for actions commenced after a term of office or employment based upon allegations against an officer, representative or employee while an officer, representative or employee of UA Local 787.

ARTICLE 9
Extraordinary Expenses

9.01 In situations where a full time officer, representative and/or employee of UA Local 787 is away from home in the interests of UA Local 787 and is taken sick or dies then the UA Local 787 Executive Board is empowered and is hereby instructed to take charge of the arrangements and place the full time officer, representative and/or employee in his/her home.

ARTICLE 10
Vacancy in Office

10.01 Any vacancy in any of the UA Local 787 Offices, Committees and/or Boards of Trustees shall be filled by a mail ballot election for the unexpired term.

10.02 Upon the death or resignation of the Business Manager, Financial Secretary-Treasurer, the UA Local 787 Executive Board shall immediately appoint one of the other full time Business Representatives to assume the office of Business Manager, Financial Secretary-Treasurer for the unexpired term of office.

10.03 The Business Manager, Financial Secretary-Treasurer appointed in Article 10.02 shall appoint a Business Representative for the unexpired term of office.

10.04 The Business Manager, Financial Secretary-Treasurer and Business Representative appointed in Articles 10.02 and 10.03 respectively will be required to stand for election at the next election of officers.

ARTICLE 11
Initiation Fees

11.01 UA Local 787 reserves the right to restrict or refuse acceptance of new members while paid up members of UA Local 787 are unemployed subject to provisions of the applicable Collective Agreement(s) and legislation.

Journeyperson

11.02 A person seeking to join UA Local 787 Building Trades Branch as a Journeyperson must comply with all membership procedures prescribed by the United Association and must satisfy the Business Manager that he/she has worked at the trade, with the tools, for five (5) years immediately prior to his/her application, and has a current Certificate of Qualification for the Trade of Refrigeration and Air Conditioning Mechanic issued by the Government of Ontario.

At the discretion of the UA Local 787 Examining Board, he/she may be required to write and pass an examination approved by the Examining Board and/or take a demonstration of skills test at a Community College or at our Training Centre, and in any event he/she will serve a probationary period not exceeding six (6) months prior to his/her application being accepted by UA Local 787.

He/she will pay a Journeyperson(s) initiation fee of $600.00 and one month(s) Union dues with the application. In the event that his/her application is not accepted by UA Local 787, his/her initiation fee will be returned but the monthly dues will be retained by UA Local 787.

Should the applicant be unable to pay the required initiation fee and one month(s) Union dues and the applicant is permitted to pay in installments, the applicant will sign a payroll deduction authorization letter which will be exercised in the event the applicant fails to meet his/her financial commitment to UA Local 787.

A member who has left UA Local 787 for any reason and wishes to re-join shall pay a re-initiation fee of $1000.00 and one month(s) Union dues with his/her application.

Apprentice

11.03 A person upon joining UA Local 787 as a first term Apprentice will pay a part initiation fee of $60.00 and one month's Union dues with his/her application. He/she will remain as a probationary member for a period not exceeding six (6) months. If accepted into UA Local 787 at the end of his/her probationary period, he/she will pay the balance ($180.00) of his/her initiation fee within thirty (30) days of being informed. In the event that his/her application is not accepted by UA Local 787, his/her initiation fee will be returned but the monthly dues will be retained by UA Local 787.

A person joining UA Local 787 as an Apprentice other than a first term will pay an initiation fee based upon the following schedule:
UNITED ASSOCIATION LOCAL 787 BY-LAWS – REVISED 1999

Second Term Apprentice: $300.00
Third Term Apprentice: $360.00
Fourth Term Apprentice: $420.00
Fifth Term Apprentice: $480.00

Should the applicant be unable to pay the required initiation fee and one month’s Union dues and the applicant is permitted to pay in installments, the applicant will sign a payroll deduction authorization letter which will be exercised in the event the applicant fails to meet his/her financial commitment to UA Local 787.

11.04 An Apprentice, provided he/she is paid up to the current month at the start of his/her compulsory training and further provided that he/she notified the UA Local 787 Administration Office before the commencement of the course, shall pay the minimum monthly Union dues as indicated in Article 13.01. Otherwise, an Apprentice will be required to pay full dues while attending his/her compulsory training.

11.05 An Apprentice must satisfy the requirements of the Joint Training and Apprenticeship Committee Standards. An Apprentice who fails to do so and is terminated from the JTAC Program will have his/her membership with UA Local 787 terminated as per Section 151(a) and (b) of the United Association Constitution.

11.06 An Apprentice after serving the number of hours in his/her Apprenticeship Contract and completing his/her compulsory training will sit for the Certificate of Qualification examination for the Province of Ontario. Upon passing the examination and providing he/she has fulfilled his/her responsibilities to the JTAC and UA Local 787, he/she will be accepted into UA Local 787 as a Journeyperson and will pay Journeyperson Union dues beginning the month following the date of his/her referral to the Journeyperson wage rate.

ARTICLE 12
Working Rules

12.01 Any member within the work jurisdiction of UA Local 787, found guilty of being disrespectful, using pressure to place themselves in a privileged position or attempting bribes against any member, employee or any person associated with UA Local 787 and/or any of its entities shall be subject to disciplinary action.

12.02 Any member within the work jurisdiction of UA Local 787 found guilty of making threats and/or involved in acts of physical violence against any member, employee or any person associated with UA Local 787 and/or any of its entities shall be subject to temporary suspension of privileges pending an investigation and will be subject to disciplinary action and/or expulsion.

12.03 No member or members shall enter into an agreement with their Employer on any subject which is dealt with in the UA Local 787 Collective Agreements. Any member found guilty of doing so shall be subject to disciplinary action.

12.04 It shall be the duty of every member to assist the officers in the discharge of their duties when requested. Any member found guilty of interfering with, refusing to co-operate with or assist an officer in the discharge of his/her duties will be subject to disciplinary action.

12.05 Any member changing his/her address shall notify the UA Local 787 Administration Office within seven (7) days.

12.06 Any member found guilty of starting and/or spreading false rumours against UA Local 787, its members or its officers shall be liable to an assessment of up to one hundred and fifty ($150.00) dollars for each offence.

12.07 No member shall belong to any rival organization nor participate in any organization in opposition to the United Association and/or UA Local 787. Any member found guilty of the offense described shall be subject to disciplinary action.

12.08 Members found guilty of failing to appear when summoned by the UA Local 787 Executive Board shall be subject to disciplinary action.

12.09 Any member found guilty of encouraging or coercing another member into performing unsafe work may be guilty of an offense and is subject to disciplinary action.

12.10 Any member found guilty of leaving a Union contractor to work on a non-union site or to seek employment with a non-signatory contractor shall be subject to disciplinary action.

12.11 Any member attempting to deprive another of good standing in UA Local 787 by frivolous or discriminating charges to deprive him/her of employment shall, upon being found guilty, be subject to a fine, suspension or expulsion.

12.12 Any member in an elected or appointed position who misses three (3) meetings in a one (1) year period, shall consider his/her position vacated. The elected member’s absence will be excused for the following reasons; sickness, bereavement or out of town work.

12.13 Any member of UA Local 787 found guilty of giving out information regarding business transacted at our meetings will be subject to a fine, suspension or expulsion.

ARTICLE 13
Monthly Dues

Working Dues
13.01 Monthly Union dues for all working members are based upon twice (2x) the basic hourly rate the working member is being paid.

Reduced Dues
13.02 An unemployed member may apply for a reduced rate of monthly dues, after the first thirty (30) days of unemployment, provided that, with the request for reduced dues, he/she deposits his/her Union membership card with the UA Local 787
ARTICLE 14
Unemployment

14.01 Members becoming unemployed will immediately inform the UA Local 787 Administration Office of the date of lay off or discharge and have his/her Union dues paid up to the current month before being placed on the out of work list. The unemployed member is required to contact the UA Local 787 Administration Office weekly regarding his/her status and availability for work. The unemployed member must maintain his/her good standing in order to retain his/her place on the out of work list.

ARTICLE 15
Sickness/Accident

15.01 A member in good standing, who is unable to work due to sickness or accident for a period of more than thirty (30) consecutive days, shall pay reduced dues as indicated in Article 13.02 until he/she returns to work. If the period off work lasts for six (6) months, extension of the period of reduced dues will be reviewed by the UA Local 787 Executive Board.

ARTICLE 16
Retirement

16.01 Any member 65 years of age or over who retires from the trade shall pay minimum monthly dues as indicated in Article 13.02 in order to remain eligible for the UA Burial Expense benefit, the UA Local 787 Benevolent Fund benefit and continued participation in the UA Local 787 Benefit Plans.

16.02 Any member who has retired voluntarily prior to age 65, or who is forced to retire prior to age 65 due to medical reasons, and wishes to retain his/her membership in UA Local 787 in order to remain eligible for the UA Burial Expense benefit, the UA Local 787 Benevolent Fund benefit and continued participation in the UA Local 787 Benefit Plans, may apply to the UA Local 787 Executive Board for a reduced rate of monthly dues as indicated in Article 13.02.

ARTICLE 17
Self Employment

17.01 Any member of UA Local 787 who enters business legitimately for himself, or who holds a financial interest in any business directly connected with the Heating, Ventilation, Air Conditioning and Refrigeration Industry, and who desires to maintain his/her membership in the United Association in order to keep his/her UA Burial Expense benefit and UA Local 787 Benevolent Fund benefit may do so by paying full dues and contributions for benefits and/or pension as per the UA Local 787 Collective Agreements based upon an agreed number of hours per month, but shall not have the right to voice or vote or take part in the official affairs of UA Local 787. (shall not attend meetings) until one (1) year after he/she has terminated his/her business or financial interest in any business directly connected with the Heating, Ventilation, Air Conditioning and Refrigeration Industry.

Upon termination of his/her business or financial interest in any business directly connected with the Heating, Ventilation, Air Conditioning and Refrigeration Industry the UA Local 787 member must immediately notify the UA Local 787 Executive Board and provide proof of termination in writing.

ARTICLE 18
Officers, Committee Members, Trustees

18.01 Officers and members of UA Local 787 committees shall be elected or appointed, as provided for in the United Association Constitution and/or the UA Local 787 By-laws.

18.02 By virtue of his/her office, the Business Manager will also assume the office of Financial Secretary-Treasurer of UA Local 787 in accordance with Section 109 (a) and (b) of the UA Constitution and shall be a trustee of the UA Local 787 Benefit Plans.

18.03 In addition to the Business Manager, four (4) Benefit Plan Trustees shall be elected in conjunction with the UA Local 787 election of officers. A member standing for election as Business Manager cannot stand for election as trustee.

18.04 In the event that any Officer, Committee Member or Trustee enters business or holds a financial interest in any business directly connected with the Heating, Ventilation, Air Conditioning and Refrigeration Industry, or is promoted by his/her employer to a salaried management position, he/she will immediately resign his/her office, trusteeship or committee membership in UA Local 787. He/she may retain his/her membership in UA Local 787 upon the same terms and restrictions as outlined in Article 17.01. Such members will sign a letter attesting to the above to be kept with such members Union card in the UA Local 787 Administration Office.

18.05 Any member who is promoted by his/her employer to a salaried management position and not working with the tools will be permitted to maintain his/her membership at full dues with same restrictions as
outlined in Article 17.01. Such members will sign a letter attesting to the above to be kept with such members’ Union card in the UA Local 787 Administration Office.

**ARTICLE 19**
Delegates to Conventions, Conferences and Building Trades Council Meetings

19.01 By virtue of their office, the Business Manager and Business Representatives will automatically be delegates to all conventions, conferences and Building Trades Council meetings where provided. Where more than three (3) delegates are called for, the positions will be filled in the following order if available: President, Vice President, Executive Board members and Recording Secretary. If further vacancies for delegates are available they will be filled by election from the membership.

**ARTICLE 20**
Referral Slips

20.01 When a member obtains employment, or, for any reason changes employers, he/she will, before starting work, notify the UA Local 787 Administration Office by telephone and request a referral slip be forwarded to the employer. Failure to comply with the above will result in an automatic assessment of $100.00.

**ARTICLE 21**
Officers and Committee Expenses

21.01 All appointed and elected officers, committee members and Metal Trade shop stewards will be allowed reasonable expenses incurred in carrying out their duties on behalf of UA Local 787, as approved by the Executive Board.

21.02 All delegates to conventions, conferences, etc., will have their transportation and accommodation paid by UA Local 787 plus a daily allowance as per Section 23 of the UA Constitution.

**ARTICLE 22**
Disciplinary Assessments

22.01 A member found guilty of sending in a cheque subsequently returned by the bank as NSF will be assessed the equivalent of one month’s dues.

22.02 When the assessment of the equivalent of one month’s dues has been made, the member will be notified and requested to forward the amount immediately. If the cheque does not arrive at the UA Local 787 Administration Office prior to the receipt of the monthly dues from the employer, the dues forwarded by the employer will be used to pay the assessment. This action will result in the member being one month delinquent in dues as indicated on our monthly cash sheets and he/she will remain so until the member forwards the assessment to the UA Local 787 Administration Office. If a member becomes three (3) months delinquent, he/she is automatically a suspended member and assessed $50.00. The member at this stage must pay the full amount of three (3) months dues plus the $50.00 assessment before becoming in good standing with UA Local 787.

**ARTICLE 23**
Donations to Charity

23.01 The Financial Secretary-Treasurer will be allocated the sum of $2000.00 per calendar year for the purpose of making donations to charitable organizations, with a maximum of $75.00 per year to any one charity.

**ARTICLE 24**
Violation of Collective Agreements

24.01 As provided for in the United Association Constitution, charges will be filed against any member found violating the terms of the Collective Agreements, the United Association Constitution or the UA Local 787 By-laws.

**ARTICLE 25**
Postal Ballots and Procedures

25.01 In order to give members living outside the Greater Toronto area (GTA) an opportunity to participate in the more important affairs of UA Local 787, postal votes will be held for:

a) the election of officers
b) the increase in dues or levy assessments
c) on matters of importance affecting all members of UA Local 787 as determined by the Executive Board
d) ratification of a Collective Agreement and/or strike action.

25.02 In any election of officers, each candidate seeking office may prepare a resume of his/her qualifications as a UA Local 787 member, of up to one half of a normal (8½ x 11) page (maximum), which will be submitted to the Business Manager for distribution to all UA Local 787 members in the UA Local 787 newsletter “ICEBREAKER”.

25.03 In a multiple election of any kind where several positions must be filled, as in the case of the Executive Board, Examining Board, Finance Committee, etc., a member must vote for the total number of candidates to be elected or that portion of the ballot will be declared spoiled.

25.04 All postal votes will be conducted in accordance with rules and regulations controlling the use of the mail ballots as prescribed by the General President of the United Association so that the integrity and secrecy of the process may be safeguarded.
UA LOCAL 787 BENEVOLENT FUND

1. The purpose of the UA Local 787 Benevolent Fund is to immediately provide a sum of money for the survivors of a deceased member’s family to alleviate any monetary distress.

2. An assessment of $1.00 per month shall be deducted from each member's monthly dues payment.

3. The UA Local 787 Benevolent Fund is administered by the full time officers in conjunction with the UA Local 787 Executive Board.

4. Upon proof of death of any member in good standing who shall have been a member for at least six (6) months and less than 5 years continuously previous to his/her death, a UA Local 787 Benevolent Fund Benefit of $550.00 shall be paid to the designated beneficiary.

5. After 5 years, the UA Local 787 Benevolent Fund Benefit will increase at the rate of $100.00 for each additional year of continuous membership in UA Local 787 to a maximum of thirty (30) years ($3050.00 maximum benefit).

6. A member eligible for benefits under Articles 4 or 5 above, who is killed on the job while employed under the terms of a UA Local 787 Collective Agreement shall entitle the designated beneficiary to the maximum benefit stipulated in 5 above.

THERE IS NO SUBSTITUTE FOR UA SKILLED TRADESPERSONS

BYLAWS

UNITED ASSOCIATION

OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA

LOCAL 787

REVISED 1999

IT'S YOUR UNION
WORK TO KEEP IT THAT WAY
GET INVOLVED

The United Association is an organization of the member, by the member and for the member. It exists to serve you, it cannot do so without your involvement.

The affairs of your Union are your affairs. If you do not take an active interest in these affairs, if you do not attend your Local Union meetings regularly, if you do not volunteer to assist when you can be of help, then you are cheating yourself and your fellow Union members and you are undermining the very reason for the Union's existence.

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