

BYLAWS AND WORKING RULES



MEMBERS BENEFITS

LOCAL UNION 488 **EDMONTON**

**UNITED ASSOCIATION OF JOURNEYMAN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED
STATES AND CANADA**

Revised February 2024

TABLE OF CONTENTS

ARTICLE I - MEETINGS

- 1.01 Regular Meetings
- 1.02 Special Meetings
- 1.03 Special Meetings - Order of Business
- 1.04 Time and Place of Meetings
- 1.05 Quorum Requirement
- 1.06 National Emblem
- 1.07 Time Limitations on Meetings
- 1.08 Cash Sheets
- 1.09 Entrance Requirement
- 1.10 Regular Meeting - Order of Business
- 1.11 Suspension of Order of Business
- 1.12 Speaking Rule
- 1.13 Reporting Rule
- 1.14 Meeting Disturbances
- 1.15 Leaving Meetings

ARTICLE II - INITIATION PROCEDURES, FEES, AND DUES

- 2.01 Initiation Fees
- 2.02 Re-Initiation Fees
- 2.03 Membership Dues
- 2.04 Provision for Reduced Dues
- 2.05 Apprenticeship Dues While Attending Vocational School
- 2.06 NSF Cheques
- 2.07 Union Heritage Courses

ARTICLE III - COMMITTEES, DELEGATES, DELEGATE'S EXPENSES

- 3.01 Elected Committees
- 3.02 Advisory Committees
- 3.03 Expenses of Delegates
- 3.04 Delegate Attendance
- 3.05 Delegation Chairman
- 3.06 Delegation Secretary

- 3.07 Wage Reimbursement
- 3.08 Travel Allowance
- 3.09 Automobiles
- 3.10 Election or Appointment of Delegates
- 3.11 Removal from Committees
- 3.12 Presidential Authority

ARTICLE IV - DISPATCHING REGULATIONS

- 4.01 Working/Non-Working and Special Codes
- 4.02 Registering as Unemployed
- 4.03 Dues Requirement
- 4.04 Violation of Registration
- 4.05 Return to position on the list
- 4.06 Referral Slips
- 4.07 Reporting to Work Requirement
- 4.08 Non-Union Employer
- 4.09 Emergency Dispatch
- 4.10 Dispatching to Non-Union Sites
- 4.11 Travel Card/Name Hiring
- 4.12 Hospitalized Members
- 4.13 Referral Slip - Additions, Alterations, Deletions
- 4.14 Failing Weld Tests
- 4.15 Name Hires/Transfer Restrictions
- 4.16 Multiple Trade Qualifications

ARTICLE V - WORKING RULES

- 5.01 Abusive Conduct
- 5.02 Furnishing of Transportation
- 5.03 Work Direction for Apprentices
- 5.04 Side Agreements
- 5.05 Members Assisting Officers
- 5.06 Change of Address
- 5.07 False Rumors
- 5.08 Grievance Procedure
- 5.09 Foreman - Requirements
- 5.10 Rival Organizations

- 5.11 Executive Board Summons
- 5.12 Unsafe Work
- 5.13 Collective Agreement Negotiations and Ratification
- 5.14 Leaving Union Employment to Secure Non-Union Work
- 5.15 Recruiting Members for Non-Signatory Contractors

ARTICLE VI - JOB STEWARD

- 6.01 Appointment
- 6.02 Qualifications of Steward
- 6.03 Job Steward Kits
- 6.04 Steward Identification
- 6.05 Referral Slip Duties
- 6.06 Dealing with Complaints
- 6.07 Grievance Procedure
- 6.08 Refusal to Assist Stewards
- 6.09 Honorarium

ARTICLE VII - ELECTION AND APPOINTMENTS

- 7.01 Absentee Balloting
- 7.02 Nominations
- 7.03 Appointments of Assistants
- 7.04 Vacancies in Office
- 7.05 Number of Business Agents to be Elected
- 7.06 Supervision of Union Elections

ARTICLE VIII - FINANCE COMMITTEE

- 8.01 Quorum
- 8.02 Duties
- 8.03 Audit Requirement
- 8.04 Selection of Auditors
- 8.05 Accountability of Committee
- 8.06 Attending Meetings
- 8.07 Attendance of Bookkeeper
- 8.08 Strike Appeals
- 8.09 Donations
- 8.10 Cheque Signing Requirement

8.11 Legal Counsel Limitation

8.12 Disposal of UA Local Union 488 Assets

8.13 Review of Officer/Employee Expenses

8.14 Retired Members Association Funding

ARTICLE IX - LIFE MEMBERSHIP

9.01 Eligibility

ARTICLE X - SAVING CLAUSE

ARTICLE XI - AMENDMENTS

11.01 Amendments, Bylaws, and Working Rules

TRUST FUNDS AND ADDITIONAL INFORMATION REGARDING MEMBER BENEFITS

- ARTICLE XII** - EDMONTON PIPE TRADES EDUCATION TRUST FUND
- ARTICLE XIII** - EDMONTON PIPE INDUSTRY HEALTH, WELFARE & PENSION TRUST FUND
- ARTICLE XIV** - LOCAL UNION 488 BENEVOLENT FUND
- ARTICLE XV** - LOCAL UNION 488 SUPPLEMENTARY BENEFIT TRUST FUND
- ARTICLE XVI** - LOCAL UNION 488 ENTERTAINMENT COMMITTEE
- ARTICLE XVII** - BUILDING TRADES OF ALBERTA DELEGATES
- ARTICLE XVIII** - EDMONTON PIPE TRADES FRATERNAL & BUILDING SOCIETY
- ARTICLE XIX** - JOINT CONFERENCE BOARD/NEGOTIATING COMMITTEE
- ARTICLE XX** - PIPELINE ADVISORY COMMITTEE
- ARTICLE XXI** - SPRINKLER ADVISORY COMMITTEE
- ARTICLE XXII** - NON-DESTRUCTIVE TESTING TECHNICIANS ADVISORY COMMITTEE
- ARTICLE XXIII** - LOCAL AND PROVINCIAL ADVISORY COMMITTEES
- ARTICLE XXIV** - WELDERS ADVISORY COMMITTEE
- ARTICLE XXV** - HEALTH & SAFETY COMMITTEE
- ARTICLE XXVI** - POLITICAL ACTION & EDUCATION COMMITTEE
- ARTICLE XXVII** - RETIRED MEMBERS ASSOCIATION
- ARTICLE XXVIII** - LOCAL UNION 488 ELECTION COMMITTEE

PREAMBLE

Whereas, most improvements in working conditions for working people were accomplished by the efforts of organized labour, and;

Whereas, the welfare of the members of a Union can best be protected and advanced by their united action, therefore, we have organized this Local Union. It is our own creation, time, money, and labour that has made it what it is, an organization to be proud of. Officers and staff must be respected, committees must attend to their duties; assessments, fines, and dues must be paid promptly. Read your Bylaws and remember them; ignorance of them will not be an excuse for their violation. These Bylaws and Working Rules shall be so interpreted as to not conflict with the United Association Constitution.

ARTICLE I MEETINGS

- 1.01 Regular meetings of the Local Union shall be held in the months of January, March, June, September, and November. The March meeting will be known as the 'UA Local Union 488 Annual General Membership Meeting.'

In those years where a General Election of Officers takes place the following January meeting shall be designated as a Special Call Meeting whose purpose shall include the nomination of Local Union Committees.

- 1.02 In the event a Special Call Meeting is necessary, all members will be duly notified.
- 1.03 No business shall be transacted at a Special Call Meeting, other than that for which the meeting was convened.
- 1.04 The time and place of the regular meeting or 'Special Call' meeting shall be designated by the Business Manager or the President in conjunction with the Executive Board. A 'Special Call' meeting may also be requested by a motion duly passed at a regular meeting of the Local Union. The above meetings will conform as closely as possible with Clauses 1.01, 1.02, and 1.07.
- 1.05 Any seventy-five (75) journeymen members in good standing shall constitute a quorum.
- 1.06 The National Emblem shall be displayed at all meetings.
- 1.07 The Regular Meetings shall commence promptly at 9:00 AM and adjournment shall not be later than 3:00 PM. The Chairman may rule to extend the meeting by one hour to 4:00 PM.
- 1.08 The cash sheets of the previous months shall be available for all the meetings of the Local Union.
- 1.09 Any member without his dues card shall be refused entry unless vouched for by the President, Vice President, or a member in good standing.

1.10 ORDER OF BUSINESS - REGULAR MEETINGS

Opening Ceremonies/Presidents Greeting/Prayer
Reading of minutes of the previous meeting
Unfinished Business
Correspondence/New Business and actions thereon
Executive/Trial Board Report
Finance Committee Report
Report of Officers
Business Manager's Report
Examining Board
Education Trust Committee
Building and Fraternal Committee
Political Action/Education Committee
Benevolent Committee
Supplementary Benefit Trust Fund Committee
Retired Members Report
Health and Safety Committee
Entertainment Committee
Good and Welfare
Adjournment

- 1.11 The Chairman may request a suspension in the order of business to facilitate important or pressing matters.
- 1.12 No member shall be allowed to speak more than twice on any one particular subject. Before any member speaks a second time, he shall yield preference to those who have not spoken. Speeches shall be limited to two (2) minutes.
- 1.13 Reports shall be limited to speeches of five (5) minutes in length, except by consent of the members assembled.
- 1.14 Any member disrupting the decorum of a meeting shall be subject to immediate assessment by the Chairman of the meeting. Such assessment shall not exceed fifty (\$50.00) dollars or expulsion from the meeting or both. At the discretion of the Chairman, he may charge the member under Section 153 of the United Association Constitution.
- 1.15 No member shall leave the assembly without first giving the proper sign to the Chairman and receiving same from him, and no member shall leave the meeting while a motion is on the floor and shall remain seated until the motion is dealt with.

ARTICLE II
INITIATION PROCEDURES, FEES, AND DUES

- 2.01 The Initiation fee to join the Local Union shall be two hundred fifty dollars (\$250.00). Of this amount, one hundred fifty dollars (\$150.00) shall be applied to the individual's account as dues credit.

- 2.02 The first-time re-initiation fee to join the Local Union shall be as per Clause 2.01. Conditions for second and subsequent re-initiations will be set by the Executive Board, should they approve such re-initiation.
- 2.03 The dues of the membership shall be determined by the membership by secret ballot, as provided for in Section 130 (a) & (b) of the United Association Constitution.
- (a) MEMBERSHIP WORKING DUES shall be three (3) hours pay per month at the applicable basic rate of pay. The basic rate of pay used for this calculation shall not exceed the applicable journeyman rate.
 - (b) MEMBERSHIP NON-WORKING DUES shall be thirty-five (\$35.00) per month.
 - (c) DUES WHILE ON TRAVEL CARD shall be paid at the non-working rate.
 - (d) It is the responsibility of the member to ensure that his/her dues are up to date at all times.
- 2.04 Notwithstanding Clause 2.03 there shall be provisions for reduced rates of dues in Local Union 488.
- 2.05 Apprentices in good standing, upon proof of attending Vocational Training School, shall have their monthly membership dues for the training period waived by the Local Union, providing notification of training attendance is submitted at the time of registration or no later than five (5) working days after school course commencement. Any Apprentice member who receives such dues waivers but does not complete the appropriate Apprenticeship Training course shall be subject to reimbursement to the Local Union for such dues.
- 2.06 Any member paying dues with an NSF cheque will be assessed fifty dollars (\$50.00) for each cheque so received.
- 2.07 All persons applying for membership into Local Union 488 shall be required to take an approved Union Heritage Course and successfully complete the Union Heritage Course as a condition of membership acceptance. The Business Manager, in consultation with the Executive Board, shall retain the sole authority to exempt applicants from taking the Union Heritage Course.

ARTICLE III COMMITTEES, DELEGATES, AND DELEGATE EXPENSES

- 3.01 (a) Committees shall be nominated at the regular January General Meeting and elected by a Mail or Electronic Ballot for a three-year term. In order to qualify as a candidate to these Committees, a member must be a Journeyman member who has been in good standing for one (1) year immediately prior to the nomination date.
- (b) No Employee of the Local Union, or any of its affiliated entities, shall stand for or hold an elected position on the Local Union Election Committee. Members who hold positions on any other Committee and/or Trust Fund, and who are elected to the Ballot/Election Committee, must resign from those other Committees and/or Trusts at the time that they are elected to the Ballot/Election Committee.
- (c) No Employee of a Committee or Trust Fund shall stand for or hold an elected position on

that Committee or Trust Fund that employs them.

(d) The following Committees are to be elected:

- (1) Edmonton Pipe Trades Educational Trust Fund
- (2) Edmonton Pipe Industry Health, Welfare & Pension Trust Fund
- (3) Local Union 488 Benevolent Fund
- (4) Local Union 488 Supplementary Benefit Trust Fund
- (5) Local Union 488 Entertainment Committee
- (6) Building Trades of Alberta Delegates
- (7) Edmonton Pipe Trades Fraternal & Building Society
- (8) Joint Conference Board/Negotiating Committee
- (9) Local Union 488 Health & Safety Committee
- (10) Local Union 488 Political Action & Education Committee; and any other standing committee which the membership of Local Union 488 may determine is necessary.
- (11) Local Union 488 Election Committee (nominations & election of this committee only, to take place in the month of January preceding the triennial election of officers.)

With the exception of the committees governed by a trust document, all standing committees shall consist of a minimum of five (5) members, of which a maximum of two (2) may be paid Officers. If a situation should arise as a result of the election and balloting process, whereby more than two (2) paid Officers are elected, only the two (2) with the highest number of votes shall remain on the committee. The Business Manager shall be a member of the Edmonton Pipe Trades Education Trust Fund and the Edmonton Pipe Industry Health, Welfare, and Pension Trust Fund.

Eligible nominated members are allowed to accept nominations for a maximum of three (3) Committee positions only.

If there is a resignation from the Edmonton Pipe Trades (EPT) or the Edmonton Pipe Industry (EPI) board within the first eighteen (18) months of the mandate an election will be held to fill these vacancies. After these eighteen (18) months the vacancies will be filled by appointment in consultation with the Executive Board and Business Manager.

3.02 In addition to the Committees listed in Clause 3.01 above, the following Advisory Committees may be elected or appointed from members of the following Trade Divisions within the Local Union:

- (1) Pipeline Advisory Committee
- (2) Sprinkler Advisory Committee
- (3) Non-Destructive Testing Technicians Advisory Committee
- (4) Local and Provincial Advisory Committees
- (5) Welders Advisory Committee

Such Advisory Committees shall serve a three (3) year term as provided for in Clause 3.01 above.

NOTE: All the Committees listed in Article III, Clauses 3.01 and 3.02 above are contained in the back

of this booklet with a brief description as to the number of Committee Members or Trustees representing the Local Union, as well as a brief description of the primary purpose of the Committee and the benefits these funds offer you as a member.

- 3.03 Delegates elected or appointed to represent the Local Union at conventions or conferences shall receive one hundred (\$100.00) per day or such other reasonable amounts which may be recommended by the Financial Secretary, in conjunction with the Executive Board, as an expense allowance. The cost of appropriate accommodation will be paid in addition to the daily allowance amount.
- 3.04 Delegates shall attend all meetings for which they have been elected, for the full course of the said meetings, unless excused by the Chairman of the delegation. Any delegate in violation of these provisions will be refused expenses and wages and Per Diem for the time of their absence. Per Diem payments, will be processed and paid after the end of the Conference, Convention, or meeting to ensure attendance. (Exceptions may be made in cases of injury or illness).
- 3.05 The Chairman of the delegation will be chosen by those delegates elected.
- 3.06 The Chairman may appoint a secretary who shall keep a record of the business conducted by the delegation. At the conclusion of the convention, the Chairman will submit a full written report on attendance of delegates and a general report of the business that was discussed, and results obtained on behalf of the membership.
- 3.07 Members being elected to represent the Local Union on committees or conventions shall be reimbursed in accordance with the applicable agreement for loss of wages at the straight-time journeyman or applicable apprentice basic rate in conjunction with that agreement, plus the applicable benefits. Payment for loss of wages and benefits shall only be provided to committee or delegate members who have legitimately been denied their regularly scheduled employment to attend such meetings.

The payment for loss of wages shall only be reimbursed upon evidence of a signed declaration attesting to the validity of wage loss. Wages and benefits may be prorated dependent upon actual wage loss, but in no event shall they be paid in excess of eight (8) hours per day.

Any member of a committee working on a job site beyond the terminals of the Edmonton Transit System who is required to travel to and from a job site to attend a committee meeting shall be paid a transportation allowance per traveled kilometer in accordance with the ICI Collective Agreement.

- 3.08 Travel allowance for delegates shall be the equivalent of economy fare, plus ground transportation to and from the airport.
- 3.09 The Business Manager, Business Agents, and Assistant Business Agents shall be supplied with an automobile to be purchased or leased by the Local Union.
- 3.10 All delegates to conventions shall be elected by the general membership or appointed by the Business Manager and/or Executive Board and shall be reimbursed in accordance with the Clauses contained in this Article.

- 3.11 The President shall declare the office of a non-salaried official or delegate vacant after an absence from three consecutive regular meetings of their respective body.
- 3.12 The President shall be ex-officio on all Committees, Delegations, and other such bodies of the Local Union.

He shall be empowered to attend any and all meetings of Committees, Delegations, and other such bodies and in addition, he is empowered to summon the aforesaid bodies to meet. Trustee Boards are not to be included within the scope of this Bylaw.

ARTICLE IV DISPATCHING REGULATIONS

- 4.01 Any member in good standing of UA Local Union 488 and not listed as a life member, disabled or on active travel card shall be categorized in the following classifications:

(A) **NON-WORKING CODE**

This classification shall include all members who may be unemployed or working within a category defined as 'non-trade related'. All such members are entitled to remain on the active out-of-work board and shall remit monthly union dues at the appropriate 'non-working' dues rate as stipulated in Article 2.03.

(B) **WORKING CODE**

This classification shall include all members actively working at 'trade-related' jobs as defined below. These members' names shall be posted to the 'working board' and shall be assessed working dues in accordance with those amounts stipulated in Article 2.03.

(C) **SPECIAL CODE**

This grouping shall enable the member to be assessed the appropriate 'non-working' dues as stipulated in Article 2.03. All such members shall be immediately removed from the 'out-of-work' board and placed on the 'working' board.

This 'special code' shall include only those members satisfying the following criteria:

- *1. Those members employed directly with and employed full time for any industrial or institutional plant, excluding those employees of a contractor or subcontractor doing trade-related work.
- *2. Those members employed in 'trade-related fields' as superintendents, inspectors, or consultants, outside of Canada.
- *3. Those members specifically directed to a non-union job site as stipulated under Articles 4.10 and 4.11.
- *4. Those members employed as superintendents and/or consultants on UA Local Union 488 job sites only, and who remain ineligible for hourly remittances as contained within the relevant UA Local Union 488 Collective Agreement.
- *5. Those members employed by any trade union affiliated with the Building Trades Council provided always that our Local Union has been informed in a timely manner.

*Under no circumstances shall eligibility for 'special code' status be afforded to any individual member working for a non-union or 'union of convenience' contractor performing 'trade-related' work. All such individuals shall be classified as being in the 'working code'.

NOTE: FOR THE PURPOSES OF THIS AND OTHER ARTICLES CONTAINED WITHIN OUR WORKING RULES AND BYLAWS THE TERM 'TRADE RELATED' SHALL BE DEFINED AS FOLLOWS:

'Trade Related' shall be defined as any work being performed within our trade jurisdiction as outlined in the 'Rochester Decision' of 1912 (pages 175-181 of the UA Constitution). This term remains valid regardless of whether the work is done union or non-union and includes all members employed as tradesmen, apprentices, supervisors, consultants, and inspectors.

Should a discrepancy appear which requires clarification on a particular scope of work the Business Manager, in conjunction with the Executive Board, shall render a binding decision.

4.02 (a) Members becoming unemployed will report 'in-person' to the Dispatch Hall, through the local488.ca website, or through other electronic means, to register on the unemployment list, registering their name, trade qualifications, and certifying that they are unemployed. It remains the member's responsibility to ensure that they have left employment with their previous Employer prior to signing the out-of-work board. Members registering 'in-person' or through the local488 website will have their names placed on the out-of-work board immediately in the order they are received. Members registering through other electronic means will have their names placed on the out-of-work board by 3:00 PM the following business day.

(b) Any member found abusing or defrauding the integrity or equipment of the dispatch system shall immediately upon determination by the Business Manager or his designate and the Dispatcher(s) have any and all access to the electronic dispatch services suspended for one (1) year.

In addition, should charges be filed, such member may be subject to additional disciplinary action including fines and/or suspension of dispatch privileges.

4.03 All members signing the unemployment register must have their dues paid up to and including the current month and in good standing to maintain their place on the 'out-of-work' list. All members must be paid up to and including the current month of a particular job call-out in order to be dispatched.

4.04 (a) Members found gainfully employed at the trade or working for an employer who does trade-related work while maintaining their place on the out-of-work list will be subject to disciplinary action.

(b) Any member who does not voluntarily remove his name from the out-of-work list while gainfully employed at the trade shall be subject to a minimum fine of four hundred ninety-five dollars (\$495.00).

4.05 No member shall return to their original place on the out-of-work board unless the following criteria have been met:

1. An employer refuses to engage a member after presentation of a dispatch slip, or;
2. A welder has failed a job test, or;

3. The Executive Board renders a decision after consultation with the affected member(s), or;
4. Any member laid off in ten (10) calendar days or less. Members may exercise this right twice (2x) per calendar year at the member's discretion.

In cases where a discrepancy may exist the Business Manager, in conjunction with the Executive Board or any such other Committee as may be struck by the membership of UA Local Union 488 shall rule on the questionable cases.

- 4.06 (a) Any member accepting employment without acquiring a referral slip and/or a 'transfer slip' from the Union Office will be subject to disciplinary action.
(b) Referral slips and/or 'transfer slips' must be presented to the Job Steward before commencing employment.
- 4.07 Any member accepting a referral slip who does not report for work within twenty-four (24) hours of the specified time, will be subject to disciplinary action.
- 4.08 Any member working at the trade, accepting a job with an employer who is not signatory to our Local or National Agreements, will be subject to disciplinary action. (Those members covered by Bylaws 4.10 & 4.11 excepted.)
- 4.9 The Business Manager or his designate shall be authorized to dispatch members in emergency conditions at any time, subject to the protection of life, imminent danger to property, and/or the protection of United Association Trade jurisdiction.
- 4.10 The Business Manager at his discretion may send a number of members to a non-union job in order to organize same. Should this event occur, the Business Manager should work in consultation with the President and/or Executive Board.
- 4.11 Travel card members from sister UA Local Unions and 'permits' will not be eligible for name hire.
- 4.12 Members becoming hospitalized and/or disabled may, after notification of the dispatcher, have their names placed on the out-of-work list.
- 4.13 Any individual or individuals making any additions, alterations, or deletions to their referral slip will be subject to disciplinary action.
- 4.14 Any Local 488 member of any trade classification who has been laid off or discharged for poor workmanship and/or lack of production three (3) times over an eighteen (18) month period will meet with the training coordinator or his designate to discuss, in total confidence, the problems or reasons for the rejection of work before being re-dispatched. This may include remedial training or upgrading at the Local 488 Training Facilities before dispatch is permitted.
- 4.15 All name hires except those members dispatched to fabrication shops and/or Commercial/Institutional worksites shall be announced daily on the call-out tape message. A list of all name hires and transfers shall be posted daily in the Dispatch Hall.
- 4.16 Any member holding multiple trade qualifications shall be allowed one (1) transfer only per sign-in, to the identical date position on the appropriate list. Except for cases where a callout

on the appropriate list has gone unfilled, a member whose name has been transferred shall not be eligible for dispatch until the following working day.

ARTICLE V WORKING RULES

- 5.01 (a) The UA Standard for Excellence shall be recognized as a benchmark standard for membership in UA Local Union 488. Repeated violations of, or continuous failure to meet, those standards shall be subject to disciplinary action including temporary or conditional suspension of dispatch privileges and/or expulsion from membership.
- (b) Any member, travel card, or 'permit' within the work jurisdiction of the Local Union, using profanity, being disrespectful, using pressure to place themselves in a privileged position, or attempting bribes against any member, employee or any person associated with the Local Union and/or any of its entities shall be subject to disciplinary action.
- (c) Any member, travel card, or 'permit' within the work jurisdiction of the Local Union making threats and/or involved in acts of physical violence against any member, employee, or any person associated with the Local Union 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.
- 5.02 Any member, travel card, or 'permit' within the work jurisdiction of the Local Union furnishing an automobile or any other conveyance in contravention of the UA Constitution shall be subject to disciplinary action.
- 5.03 Apprentice members shall work under the direction of Journeymen and under no circumstance shall an Apprentice direct Journeymen members.
- 5.04 No member, travel card, or 'permit' within the work jurisdiction of the Local Union shall enter into an agreement with their Employer on any subject which is dealt with in the Local Union Agreements. Any member, travel card, or 'permit' found doing so shall be subject to disciplinary action.
- 5.05 It shall be the duty of every member, travel card, or 'permit' working within the work jurisdiction of the Local Union to assist the officers in the discharge of their duties. Any member who refuses to cooperate with or assist an officer in the discharge of their duties will be subject to disciplinary action.
- 5.06 Any member changing their physical address, phone number, and/or personal email address shall notify the Local Union Office within seven (7) days.
- 5.07 Any member, travel card, or 'permit' within the work jurisdiction of the Local Union starting false rumors against the Local Union, its Members, or its Officers shall be liable to an assessment of up to three hundred dollars (\$300.00) for each offense.
- 5.08 All complaints and grievances shall be first made to the Shop Steward or Business Agent in writing. If a member, travel card, and/or 'permit' within the work jurisdiction of the Local Union feels he/she is not receiving a proper hearing, in five days, then he/she can refer their complaint

or grievance to the Executive Board. This is to be in writing and naming the Shop Steward or Business Agent to whom the complaint was made along with the date of the original complaint.

- 5.09 No travel card member or prospective member shall work as Foremen or General Foremen within the jurisdictional area of the Local Union unless such positions cannot be filled by members of the Local Union or there is a proven need satisfactory to the Business Manager and Executive Board that a change from this format is required.
- 5.10 No member shall belong to any rival organization nor participate in any organization in opposition to the United Association. United Association members who are employed by public institutions, government departments, or any Union affiliated with the AFL-CIO, or CLC, not expounding organizational drives or practicing raiding tactics against a Local or Locals of the United Association may be exempted from the operation of the Bylaw by the Executive Officers of the Local Union. Any member found guilty of the offense described shall be subject to disciplinary action.
- 5.11 Members failing to appear when summoned by the Executive Board shall be subject to disciplinary action.
- 5.12 Any member, travel card, or 'permit' who counsels or coerces another member into performing unsafe work may be guilty of an offense against the Local Union and is subject to disciplinary action.
- 5.13 It shall be the policy and practice for all Collective Agreement negotiations to obtain membership ratification before finalizing the negotiations on the Agreement at issue. Ratification of all such negotiations shall be undertaken by either a 'special call' meeting, by mail ballot, or electronic ballot. The decision as to which method of ratification utilized shall be made by the Business Manager, in conjunction with the President and Executive Board. All ratification votes shall be conducted by the Local Union 488 Election Committee and shall be attested to by a qualified auditor chosen by the Election Committee.
- 5.14 Any member leaving a Union contractor to work on a non-union site or to seek employment with a non-signatory contractor may be subject to disciplinary action.
- 5.15 Any member, Travel Card, or Permit within the work jurisdiction of Local Union 488 who is found guilty of recruiting members of the United Association to perform work in the piping industry on behalf of a non-signatory contractor shall be subject to disciplinary action as determined by the Executive/Trial Board.

ARTICLE VI JOB STEWARD

- 6.01 The Job Steward shall be appointed by the Business Manager and/or Business Agent and the time of appointment or termination of the Job Steward shall be left to their discretion.
- 6.02 Job Stewards must be journeymen members of the Local Union in good standing, and no Foreman shall be a Job Steward.

- 6.03 The Local Union shall provide an appropriate Job Steward's kit to appointed Job Stewards.
- 6.04 All Job Stewards or acting Job Stewards shall wear identification recommended by and supplied by the Local Union.
- 6.05 It shall be the duty of the Job Steward to check all new employees against a workforce list provided by the Union Agent or Representative to ensure they have been properly dispatched to that job site and company.
- 6.06 Any complaint to the Job Steward, other than jurisdictional, shall be submitted to the Job Steward in writing and signed by the complainant.
- 6.07 If the Job Steward is unable to correct any grievance on the job, he must contact the Business Agent responsible for the job as soon as possible.
- 6.08 Any member or members found guilty of intimidation of the Job Steward in the performance of his duties, or any member refusing to assist the Job Steward in the performance of his duties will be subject to disciplinary action.
- 6.09 The Job Steward shall receive an honorarium each month provided the proper Job Steward Report Form is submitted, and this honorarium shall be equivalent to one month's dues plus an amount decided on by the Business Manager in conjunction with the Executive Board, for the performance of the duties in this article. This amount shall be reviewed on an annual basis by the Local 488 Finance Committee.

ARTICLE VII

ELECTIONS AND APPOINTMENTS

- 7.01 It shall be the policy of the Local Union in all future general elections of Officers to apply for permission to use the mail balloting procedures as prescribed by the United Association and in accordance with Section 123 (a) and (b) of the United Association Constitution.
- 7.02 No absent member shall be nominated as an officer, Delegate, or Committee member unless the nominee submits a letter to the President or the Local Union Office declaring that member's intention to run as an officer, Delegate, or Committee member prior to nominations.
- 7.03 Should the Local Union membership determine it necessary to employ an Assistant Business Agent or Agents to supplement the work of the paid Officers in organizing and protecting the jurisdiction of the United Association in accordance with Section 100 (b) of the United Association Constitution, an appointment or appointments shall be made by the Business Manager in conjunction with the Executive Board.
- 7.04 The Business Manager in cooperation with the President and Executive Board shall provide for vacancies in office for unexpired terms by appointment. Should the vacancy be for twelve (12) months or less, an appointment shall be made. Should the vacancy be for more than twelve (12) months, an election shall be held. Such elections or appointments to be held as soon as possible after a decision has been rendered as to their necessity.
- 7.05 Local 488, in its election of Union Officers, will not have less than six (6) elected Business Agents, one of whom will be the Assistant Business Manager.

- 7.06 The Election Committee shall have a supervisory role over the conduct of elections for officers, committees, and delegates including the supervision of election materials prepared by or on behalf of a candidate. The Election Committee shall determine its own processes, which includes, but is not limited to, materials posted within Local Union premises and a Campaign Literature Newsletter where such a newsletter is produced for a specific election. The Election Committee shall have power to do the following to carry out its mandate:
- a) Where campaign material in any form whatsoever, including electronic means, are brought to its attention the Election Committee, the Election Committee shall examine the materials, and where such materials are deemed to be inappropriate, offensive, defamatory, or detrimental to a fellow member(s) or to the Local Union, in the reasonable discretion of the Election Committee, the Election Committee shall instruct the candidate or person(s) on behalf of the candidate to forthwith cease using such materials, to take down posts or other electronic media forthwith;
 - b) The Election Committee, by its Chair, may prefer charges against any member who fails to act in accordance with its directives above under the UA Constitution and this Bylaw;
 - c) The penalty to be imposed under this Bylaw must take into account that the use of improper or offensive materials could impact the course of the election over the short campaign period and the Executive Board must fashion remedies accordingly,
 - d) Any member who feels aggrieved by the direction of the Election Committee under this Bylaw may, after first complying with the directive, appeal to the UA Western Canadian International Representative who shall give a final and binding decision on the directive. Such an appeal shall be in writing, succinctly setting out the issues, with a concurrent copy to the Election Committee.

ARTICLE VIII FINANCE COMMITTEE

- 8.01 Two members of the Finance Committee shall constitute a quorum.
- 8.02 It shall be the Finance Committee's duty to examine the books dealing with finances every month and they shall report their findings to the Local Union at its regular meetings. They shall have full and free access to all documents, books, and other records necessary to conduct their examination in accordance with the United Association Constitution.
- 8.03 It shall be the duty of the Finance Committee to secure the services of the auditor and prepare a yearly audit for presentation to the membership. The Auditor shall also conduct an interim audit during the year and present a report of such audit to the Finance Committee.
- 8.04 The Officers who have cheque signing authority shall not direct who the professional Auditors will be.
- 8.05 The Finance Committee, in the performance of their duties, shall be answerable to the General Membership only and shall have the complete freedom to make any recommendations regarding finances that they deem necessary.
- 8.06 The Business Manager/Financial Secretary and Treasurer, shall be entitled to attend all

meetings of the Finance Committee subject to the rulings of the Chairman in conjunction with the Finance Committee.

- 8.07 The Finance Committee shall have the authority to direct the bookkeeper to attend their meetings should they deem it necessary.
- 8.08 Strike appeals from any Local Union will be dealt with jointly by the Financial Secretary, Treasurer, and Executive Board, their recommendations to be accepted or rejected by the General Membership in session.
- 8.09 The Business Manager/Financial Secretary and Treasurer shall jointly be empowered to make donations up to one thousand dollars (\$1,000.00) per month per donation. All such donations must be reported to the Finance Committee. All donations over one thousand dollars (\$1,000.00) but less than ten thousand dollars (\$10,000.00) must be referred to the Finance Committee for approval before payment can be made. Any donation above ten thousand dollars (\$10,000.00) must be brought before the General Membership for approval at a regularly scheduled or 'special call' meeting. All donations will be accounted in Local 488's Financial Records and any donation over one thousand dollars (\$1,000.00) and the reason for it will be announced at the following General Membership Meeting.
- 8.10 There must be two (2) signatures on all cheques of the Local Union. Cheques shall be signed by the Financial Secretary or President and co-signed by the Treasurer or one of the designated Business Agents.
- 8.11 The Business Manager/Financial Secretary shall have the authority to hire legal counsel where he/she deems it necessary, providing the cost of such council does not exceed ten thousand dollars (\$10,000.00), not including those amounts normally paid in respect to annual retainer fees. Any amount paid for individual legal fees above the \$10,000.00 limit shall only be made provided that the Finance Committee has granted prior approval.
- 8.12 The disposal of all UA Local Union 488 assets proposed for sale shall be advertised in the 'Pipeline Newsletter' at least 30 days prior to such sale. The Newsletter article shall specifically note a date in which sealed tenders shall be received and acted upon. The items for sale shall be available for viewing at a designated location at least seven (7) calendar days prior to the closing of bids. The Business Manager/Financial Secretary, in conjunction with the Finance Committee, shall oversee and direct all proposals for bid, which shall be received only by members in good standing of UA Local Union 488.

All bids shall be contained in sealed envelopes marked 'Bid Proposal'.

Under no circumstances shall trade-in vehicles owned or leased by UA Local Union 488 be considered to be included in this bylaw.
- 8.13 Any Journeyman member in good standing for a period of not less than one (1) year may make written application to the Business Manager/Financial Secretary and the Chairman of the Finance Committee to review Officer/Employee expenses for any monthly period. Upon acceptance of such a request, the parties shall meet in person to discuss and examine the information provided. Under no circumstances shall any such information be copied or removed from the offices of the UA Local Union 488 bookkeeping or accounting departments.
- 8.14 The Local Union may provide funding to the Local 488 Retired Members Association (RMA) in

an amount to be determined by the Business Manager/Financial Secretary in consultation with the RMA Board of Directors and the Local 488 Executive Board. This amount shall be sufficient to ensure the operation of the Association in providing activities and benefits to both retired and active members as long as the Association remains in operation. The funding for the RMA will be reviewed annually (January) to determine its adequacy.

ARTICLE IX LIFE MEMBERSHIP

9.01 All superannuated or non-working members 58 years of age and older shall be given Life membership (when applied for) provided the applicant has:

- (i) Prior to life membership the last 3 years as a member in good standing in Local 488, and;
- (ii) Attained the age and combination of years of service in Local 488 as follows:
 - Age 58 with 17 years consecutively
 - Age 59 with 16 years consecutively
 - Age 60 or over with 15 years consecutively

Monthly dues for members granted Life Membership prior to April 30, 2012, shall be fifteen dollars (\$15.00) per month and twenty dollars (\$20.00) per month for members granted Life Membership after April 30, 2012.

Life members will not have their names on the 'out-of-work' list.

ARTICLE X SAVING CLAUSE

In the event that any provision, article, section, or subsection of the Bylaws and Working Rules shall be deemed invalid by virtue of any conflict with Federal, Provincial, Municipal, or Judicial decisions, such invalidity shall not affect the remaining provisions of these Bylaws and Working Rules and said remaining articles shall remain in full force and effect.

ARTICLE XI AMENDMENTS

11.01 The Bylaws and Working Rules of this Local Union shall be amended by serving notice of motion at any regular General Membership Meeting. Such notice of motion shall be submitted in writing, (preferably typewritten) on 8½' x 11' paper and must deal with the specific section of the Bylaws and Working Rules to be amended in conjunction with proper wording for proposed change, along with the signature and card number of the member submitting the notice of motion.

- (i) Such Notice of Motion shall then be dealt with under correspondence at the General Membership Meeting for which it is submitted and will constitute FIRST READING. Such Notice of Motion may be referred to the Executive Board for clarification and/or consultation by membership direction.

- (ii) Subject to clarification and/or consultation by the Executive Board, the original written

motion or its altered verbiage shall be published in the Local Union Newsletter, which shall constitute SECOND READING.

- (iii) The motion(s) will be debated and voted on at the following regular meeting.
- (iv) A two-thirds (2/3) majority vote is required for the acceptance of such change.
- (v) Should the Notice of Motion be defeated, it cannot be resubmitted or reintroduced dealing with the same subject for a period of one (1) year from the date of third (3rd) and final reading.
- (vi) These Bylaws and Working Rules as amended shall supersede any and all previous Bylaws and Working Rules.

This concludes the Bylaws and Working Rules. The following pages contain information regarding Trust Funds and Committees.

TRUST FUNDS AND ADDITIONAL INFORMATION REGARDING MEMBERS BENEFITS:

ARTICLE XII EDMONTON PIPE TRADES EDUCATIONAL TRUST FUND

The Edmonton Pipe Trades Educational Trust Fund was established through Negotiations in 1964 and consists of six (6) Trustees of which three (3) were appointed by the Mechanical Contractors Association. The three (3) Union Trustees are elected by the Local Union membership for a three (3) year term in accordance with Article III, Clause 3.01 contained herein.

The Fund is financed by a per-hour contribution contained in the various Collective Agreements.

The purpose of this Fund is to provide Trade Related Educational Upgrading for journeymen and apprentices at little or no substantial cost to the member.

In order to obtain benefits from this Fund you must be a member in good standing for a period of one year, attend eighty (80%) percent of all classes, and must pass the test required for the course you attend. The benefits extend not only to Union operated courses, but to qualifying courses at outside institutions such as NAIT, SAIT, and community colleges.

The established cost of training a member of Local 488 in any course paid for through the Education Trust Fund may be assessed to the member if he or she is found to be working in contravention of the UA Constitution and/or Local 488 Bylaws & Working Rules.

When you are enrolled in outside programs you must register in advance with the Education Department and provide any proof required in order to receive reimbursement. All outside programs must be directly trade-related.

For further information on courses and course requirements please consult the Education Trust Fund booklet or the website at www.local488.ca.

ARTICLE XIII EDMONTON PIPE INDUSTRY HEALTH, WELFARE & PENSION TRUST FUND

The Edmonton Pipe Industry Health & Welfare Trust Fund was established on July 1, 1965, and the Pension Trust Fund on October 1, 1968.

The Board of Trustees consists of four (4) Trustees elected by the Union for a three (3) year term, two (2) independent Trustees hired by the Board, and one (1) independent chairperson selected by the Union upon approval of Construction Labour Relations Alberta (CLRA). The four (4) Union Trustees are elected by the Local Unions for a three (3) year term in accordance with Article III, Clause 3.01 contained here.

For further information regarding the Health, Welfare & Pension Trust Funds, as well as the benefits provided, please refer to our booklet on each fund or the Edmonton Pipe Industry website at www.epibenefitplans.com.

ARTICLE XIV
LOCAL UNION 488 BENEVOLENT FUND

The Local Union 488 Benevolent Fund was established in 1952, with the intent and purpose of providing assistance to members and their dependents exposed to financial hardship incurred through disability or death and was the forerunner to the establishment of the present Edmonton Pipe Industry Health & Welfare Trust Fund.

The Committee consists of six (6) members elected by the Local Union for a three (3) year term in accordance with Article III, Clause 3.01 contained herein.

The funding of the Local Union 488 Benevolent Fund is achieved by the Local Union diverting fifty cents (50¢) per member per month of your Union Membership dues in order to allow for the Funds operation.

Itemized below are the rules and regulations defining eligibility and benefits provided by the Fund and as a Committee, we would suggest you the membership familiarize yourselves with the benefits available to you.

SECTION I
ELIGIBILITY FOR BENEFITS

- 1.01 The Applicant must be a member in good standing of the Local Union in accordance with the United Association Constitution for a minimum period of three (3) months in order to be eligible for benefits from this Fund.
- 1.02 The Applicant must be incapacitated or disabled for a period of more than thirty (30) days in order to receive benefits from this Fund.
- 1.03 Proof of disability, sickness, or accident, must be in writing from a medical Doctor (Physician) and must be included with your application for benefits. In addition, the Committee will accept photostatic copies of medical certificates submitted by the Health and Welfare Office and/or letters signed by the Business Manager.
- 1.04 The Proof of Disability Statement must show the nature of the disability, initial date disabled, and the possible duration of the disability period or the date when eligible to return to work.
- 1.05 All claims must be submitted to the Local Union Office within sixty (60) days of the period in which the claim may be payable.
- 1.06 Any member in good standing at the date of their disability who has an application pending for consideration by the Committee shall not be put into 'Bad Standing' or have their membership terminated until such time as the Committee has reviewed the member's application and made a decision regarding the claim.
- 1.07 The Benevolent Committee shall determine the validity of all claims taking into account the time lapse or other extenuating circumstances between the date of disability and the application for benefits.
- 1.08 Benefits will not be paid out of the Local Union 488 Benevolent Fund for self-inflicted injuries.
- 1.09 The Committee on review of such claims may approve or reject the claims.

SECTION II ASSISTANCE FOR MEMBERS

Assistance will be provided in an amount to be determined by the Committee for TEMPORARILY DISABLED MEMBERS.

In order to receive benefits, you must be disabled for a minimum of thirty (30) days to be eligible.

SECTION III OBITUARY NOTICES AND WREATHS

- 3.01 The Fund will pay for obituary notices on behalf of all deceased members and this notice will be placed in the local newspapers, indicating the member's name, date, place and time of the funeral.
- 3.02 The Fund will pay the cost of a memento for the funeral or alternatively allow a donation to a charitable organization designated by the deceased's family if requested.
- 3.03 The cost of the benefits provided under 3.01 or 3.02 above shall be limited to a maximum of fifty dollars (\$50.00) or an amount as amended by the Committee from time to time.

SECTION IV ARTHUR MURRAY MEMORIAL FUND

- 4.01 This memorial shall be part and parcel of benefits from this fund and shall consist of an agreed sum to be used to procure radio, television, and earphones for any Union member hospitalized or bedridden and qualify under the current rules for benefits from the fund. Receipt from the rental agencies shall be valid authority for reimbursement.
- 4.02 This memorial shall also reimburse the Visiting Committee of the Retired Members Association for the cost of fruit baskets and/or flowers given to a member while in hospital. A receipt from the agency shall be valid authority for reimbursement.

SECTION V FINANCIAL BENEFITS

- 5.01 No member shall be entitled to financial benefits from this fund if they are recipients of the following:
 - (i) Edmonton Pipe Industry Health & Welfare Benefits
 - (ii) Employment Insurance Commission Benefits
 - (iii) Workers Compensation Benefits
 - (iv) Earnings from self-employment
- 5.02 Any member who is not receiving benefits from any of the sources listed under Clause 5.01 above may make application in writing to the Committee for financial benefits.
 - (i) In order to qualify for the above financial benefit, you must be in receipt of Benevolent waivers at the time of application.
- 5.03 On approval of the Committee the financial benefit shall be limited to an annual maximum of seven hundred fifty dollars (\$750.00).
- 5.04 The Committee on review of such application may approve or reject the application.

ARTICLE XV
LOCAL UNION 488
SUPPLEMENTARY BENEFIT TRUST FUND

The Local Union 488 Supplementary Benefit Trust Fund was established through negotiations in the Construction Agreement in 1969.

The fund is administered by a Board of Trustees comprised of five (5) Union members elected by the Local Union membership for a three (3) year term in accordance with Article III, Clause 3.01 contained herein.

The Fund is financed by a per-hour contribution contained in the various Collective Agreements. In order to be eligible for benefits from this fund you must be a member in good standing of the Local Union for a period of 24 months prior to application for benefits.

The purpose of the Supplementary Benefit Trust Fund is to provide assistance to members and their dependents as stipulated by the rules and regulations defining eligibility and benefits itemized below. As a Board of Trustees, we suggest that you as a member familiarize yourself with the benefits available to you.

THE 600 HOUR' RULE

No member shall be eligible for Supplementary Benefit Trust Fund benefits unless that member has had a minimum of six hundred (600) hours of contributions remitted on his/her behalf by a contributory employer within twenty-four (24) months of the date of application to the Supplementary Trust Fund Benefit Plan. Effective January 1, 2024, (we will grandfather the bursaries from 2023).

Exceptions to the '600 Hour Rule' include the following:

1. Applicant members attending full-time courses at accredited institutions (i.e. University, College, NAIT, etc.)
2. Members employed in the Quality Control sector who are not covered by the QCC National Agreement and who remain ineligible for hourly benefit remittances. This group does not include members working for a non-union or 'union of convenience' contractor who are classified as working 'trade-related'.
3. Any member employed full-time with the United Association Canadian Office where it remains impossible to remit benefits on the member's behalf.
4. Any member with a prolonged serious illness or injury as evidenced by H & W records over a period of one (1) year or more.
5. Any retired or disabled member receiving a pension from Local 488 and who remains in good standing.
6. A member may still be eligible if they do not have enough hours (600/24 months) providing they have at least ten (10) years' active membership in good standing with the UA. (case by case review required)

Any of the above-noted exceptions may be reviewed by the Board of Trustees if the individual member has been found to be consistently working against the Local Union's Bylaws and Working Rules regarding abuse of 'trade-related' work (non-union).

SECTION 1 BURSARIES

Bursaries will be made available to Journeyman and Apprentice members of the Local Union or their dependent children providing:

- 1.01 The claimants for Advanced Education Bursaries are in full-time attendance at any accredited Post-Secondary Education Facility. Full-time means full-time as defined by the accredited facility.
- 1.02 All claims must be made within twenty-four (24) months of registration.
- 1.03 The claimant must successfully complete the term year attended and reimbursement for only passed and completed courses per term will be considered.
- 1.04 Journeyman Members, in order to qualify, must be members in good standing of the Local Union for a period not less than 24 months year from the date of application.
- 1.05 Apprentice Members, in order to qualify must:
 - (i) Have completed the second year of their apprenticeship program.
 - (ii) Be a member in good standing of the Local Union for twenty-four (24) months.
 - (iii) Have satisfied the Trustees that neither the apprenticeship contract nor the post-secondary program is in jeopardy of default.
- 1.06 **Dependent Children, in order to qualify must:**
 - (i) Maintain single status.
 - (ii) Must be under 25 years of age and/or have commenced their chosen program before attaining the age of twenty-five (25) years or have commenced their program within three (3) years of completing their secondary education, whichever shall first occur.
- 1.07 **Dependent Children of Deceased Members:**

In the event of the death of a member in good standing of the Local Union, bursaries may be granted to their dependent children.
- 1.08 **Schedule of Payment**

The value of bursary maximums will be established on an annual basis by the Trustees and communicated to the membership through the Local 488 newsletter and website (www.local488.ca).
- 1.09 **Bursaries Outside of Alberta**

Bursaries for attendance at accredited post-secondary facilities outside the Province of Alberta will be reimbursed to the maximum outlined in Clause 1.08 - Schedule of Payment. Outside of Canada will require special review.
- 1.10 **Applications**

All applications must be made on authorized forms provided by the Trustees and must:

 - (i) Be addressed to the Local Union 488 Supplementary Benefit Trust Fund c/o the Local Union Office.
 - (ii) Be accompanied by a duplicate copy of the claimant's birth certificate, the official transcript

of term year marks, proof of completion, and duplicate receipt(s) for tuition fees.

- 1.11 The Supplementary Benefit Trust Fund will only be reimbursed upon completion of ONE (1) Post Secondary Educational Program.

SECTION 2

WELDING TICKET RENEWALS

- 2.01 All Journeyman members, in good standing of the Local Union 488 who hold valid Alberta welding tickets are eligible to receive partial reimbursements, as determined by the Board of Trustees, for the cost of requalification providing:
- I. The original receipts must accompany their application.
 - II. The test must be for requalification or renewal of a previously held ticket. Initial testing will not be reimbursed.
 - III. The application must be made on authorized forms provided by the Trustees and addressed c/o Local Union office.
 - IV. The application for reimbursement must be made before twelve (12) months have passed from the date the receipt was issued.
 - V. For Local Union 488 members requalifying their tickets at the Local Union 488 test facility, reimbursement maximums will be established on an annual basis by the Trustees and communicated to the membership through the Local 488 newsletter and website and weld shop(www.local488.ca). All requalification's performed separately and apart from the Local Union 488 test facility shall be reimbursed at a maximum of \$65.00 per test.
 - VI. CWB check test (see website for reimbursement maximums)

SECTION 3

SUBPOENA FOR JURY DUTY/ WITNESS FOR CROWN

- 3.01 If a member of the Local Union is subpoenaed to appear for selection of jurors, crown witness, or in response to a subpoena for the defense for criminal trials, the resulting loss of wages may be reimbursed providing:
- (i) The claimant must be a member in good standing of the Local Union for twenty-four (24) months.
 - (ii) Reimbursement shall be in accordance with the current Collective Agreement and will not exceed a maximum of journeyman rate of pay for normal straight-time hours, plus holiday pay.
 - (iii) Any payment received from the courts will be deducted from the above payment.
- 3.02 Application
- (i) Applications must be made on authorized forms provided by the Trustees and addressed to the Local Union 488 Supplementary Benefit Fund c/o the Local Union Office.

- (ii) The application must be accompanied by a statement from the court.
- (iii) The claim must be made prior to the passing of twelve (12) months from the issuance of the statement by the court.

SECTION 4 SPECIAL ASSISTANCE

- 4.01 The Supplementary Benefit Fund Trustees will consider requests from members for special assistance upon written application.
- 4.02 The Fund may reimburse up to a maximum of one thousand dollars (\$1,000.00) per family, per year for expenses to seek or obtain medical attention where there is sufficient evidence to warrant such.
- 4.03 The Trust Fund may provide grants to members in good standing for the training of single dependent children with learning or other disabilities. These disabilities shall include any handicap where specialized training is required for the individual to obtain future self-sufficiency.
- 4.04 Claims must be made in writing and must be accompanied by the proper documentation supporting the claim.
- 4.05 Dependent children are defined in Section 1, Clause 1.06.

SECTION 5 PRERETIREMENT COUNSELLING

- 5.01 Members in good standing of the Local Union who wish to attend a union-recognized program in preretirement counseling may obtain a refund for registration fees upon completion of a written application and the application must be accompanied with the proper receipts. This applies only to members who don't have access to the Member Assistance Program (MAP)

SECTION 6 RETIRED MEMBER BENEFITS

- 6.01 The Supplementary Benefit Trust Fund will provide 'at no charge' tickets to the Local Union's Annual Banquet and Dance for all 'NON-WORKING' retired members, their spouses, and widows. For purposes of clarification, the term 'non-working' retired members shall mean any member who is recorded as a 'life member' and whose name is not on the out-of-work board nor recorded as working trade related.
- 6.02 Upon presentation of proper receipts the fund will also reimburse the retired members, spouse, or widow for local transportation to and from the Local Union's Annual Banquet and Dance.

SECTION 7 CHARITABLE DONATIONS

- 7.01 The Supplementary Benefit Fund may provide funding to assist organizations who provide services and facilities for charitable projects.
- 7.02 Applications must be made in writing and addressed to the Local Union 488 Supplementary Benefit Fund c/o the Local Union Offices.

- 7.03 A specified amount shall be set aside to promote and advertise the charitable contributions of this fund. This amount will be set annually by the Trustees.

SECTION 8 SAVING CLAUSE

- 8.01 All claims for funding or assistance will be judged and dealt with by the Board of Trustees based upon their individual merit.
- 8.02 All plan benefits are dependent upon availability and the continued existence of the Fund. Nothing contained within the plan document is to be construed in any way as a guarantee of the payment of benefits. Exceptional or extenuating circumstances may, in the absolute discretion of the Trustees of the Fund, be considered in circumstances where the granting of a benefit would not otherwise be allowed. Should the plan or any portion thereof be declared invalid or inoperative by action or law, or any competent authority, then the remainder shall be unaffected thereby.

ARTICLE XVI LOCAL UNION 488 ENTERTAINMENT COMMITTEE

The Local Union 488 Entertainment Committee was established by the membership of the Local Union many years ago and consists of ten (10) Union Members. The Committee is elected by the membership for a three (3)-year term in accordance with Article III, Clause 3.01 of the Bylaws and Working Rules contained here.

The funding for the Local Union 488 Entertainment Committee is achieved by the Local Union deducting two dollars and twenty-five cents (\$2.25) per member per month from your Union membership dues to support the Committee's operations. In addition to other responsibilities, this Committee arranges the Annual Long Service Awards Banquet and Dance, the Family Picnic, and the yearly Children's Christmas Party.

If any members would like to reach out to the committee with questions, concerns, or ideas for additional social functions that could benefit the membership, please contact us at entertainment.committee@local488.ca.

ARTICLE XVII BUILDING TRADES OF ALBERTA DELEGATES

The Building Trades of Alberta was established in 1945 and is a body in which all Craft Unions participate as Local Unions. The number of delegates the Local Union is allowed at the Building Trades Convention is governed by the Rules and Bylaws of the Building Trades of Alberta. The Local Union has a standing committee of seven (7) delegates. The delegates are elected by the membership for a three (3) year term in accordance with Article III, Clause 3.01 contained herein.

The primary purpose of the Building Trades Council is to act as one body to further the common interests of all Trades, as affiliates, to all levels of Government and the different Contractor Group(s) we, as a Local Union, deal with on an ongoing basis.

ARTICLE XVIII
EDMONTON PIPE TRADES FRATERNAL & BUILDING SOCIETY

The Edmonton Pipe Trades Fraternal & Building Society was established by the Local Union in June of 1980 as an entity whose primary function was to oversee the construction, maintenance, and operation of all facilities owned and operated by the Local Union, on behalf of its members. The Society consists of ten (10) Union members elected or appointed by the membership for a three (3) year term in accordance with Article III, Clause 3.01 contained herein.

Funding is provided through the collective agreement as determined by the membership. Funding is also provided by the Society charging a rental fee to various Trust Funds, as well as other entities, who utilize space in buildings or operate on land owned by the Society.

ARTICLE XIX
JOINT CONFERENCE BOARD/ NEGOTIATING COMMITTEE

The Joint Conference Board/Negotiating Committee was established by the Local Union as a Joint Committee in January 1982.

The Committee consists of six (6) members elected or appointed by the Local Union membership for a term of three (3) years in accordance with Article III, Clause 3.01 contained herein.

The Committee is responsible for the negotiation of the ICI Agreement and in addition, deals with the Contractors Association during the life of that Agreement.

ARTICLE XX
PIPELINE ADVISORY COMMITTEE

The Pipeline Advisory Committee was established in 1977 as an Ad Hoc Committee and in 1982 was designated a Standing Committee by the Local Union.

The Committee consists of nine (9) members elected by the Pipeline Members of the Local Union in accordance with Article III, Clauses 3. 01 and 3. 02 contained herein and serve a term of three (3) years.

The primary function of the Committee is to examine all areas of concern to the Pipeline Trade Division, in conjunction with the paid Officers of the Local Union, and submit any recommendation(s) to the Executive Board for their recommendation to the membership.

In addition, this Committee assists in the preparation of proposals for Collective Bargaining of the National Pipeline Agreement for Canada.

ARTICLE XXI
SPRINKLER ADVISORY COMMITTEE

The Sprinkler Advisory Committee was established as per the Bylaws as a Standing Committee of the Local Union.

The Committee is comprised of Sprinkler fitter members of the Local Union.

The Committee deals with items of concern regarding the sprinkler fitter trade and the Sprinkler fitter Collective Agreement.

ARTICLE XXII

NON-DESTRUCTIVE TESTING TECHNICIANS ADVISORY COMMITTEE

The Non-Destructive Testing Technicians Advisory Committee was established as per the Bylaws as a Standing Committee of the Local Union. The Committee is comprised of Technician members of the Local Union. The Committee deals with items of concern regarding Non-Destructive Testing, Radiography, and Ultrasonic Testing.

ARTICLE XXIII

LOCAL AND PROVINCIAL ADVISORY COMMITTEES

The Local Advisory Committee and Provincial Advisory Committee were established by law under the Manpower and Development Act, Chapter 31 of the Statutes of Alberta. These two Committees were established to advise the Director of the Apprenticeship Board on apprenticeship concerns in the designated trades.

The Local Advisory Committee is mandated to assist and advise the Director of Apprenticeship in matters relating to apprenticeship training and certification; to hear complaints between apprentices, employees, and employers in apprenticeship training and certification. In the event that disputes cannot be resolved the Local Advisory Committee must make recommendations to the Director in regard to the matter in question. In addition, they are to prepare and submit recommendations for consideration by the Provincial Advisory Committee.

The Provincial Advisory Committee is mandated to make recommendations to the Board with respect to any matters pertaining to apprenticeship, trade training, trade certification, and trade regulations for the trade to which each member was appointed. In addition, they are to review training programs; develop and approve policies of accreditation for other education programs and recommend to the Director any revisions which may be necessary to the current apprenticeship programs.

Currently, all Union members to the Local Advisory Committee(s) and the Provincial Advisory Committee(s) are appointed by the Business Manager in consultation with the Director of Training in the Education Department. We have at present two members and one alternate on the following Local Advisory Committee(s) and Provincial Advisory Committee(s): Plumber, Steamfitter/Pipefitter, and Sprinkler fitter. As well, we have one member on the Gasfitters Local Advisory Committee, and we are endeavoring to have appointments made to all other Local Advisory Committees which affect our trade jurisdiction.

ARTICLE XXIV

WELDERS ADVISORY COMMITTEE

The Welders Advisory Committee was established in March 1983 as a recognized Advisory Committee

of the Local Union.

The Committee consists of nine (9) members elected or appointed by the Local Union for a term of three (3) years in accordance with Article III, Clauses 3.01 and 3.02 contained herein.

The Committee was established to examine all problem areas associated with the welding trade and the Alberta Boilers Branch and report to the Business Manager and Executive Board with possible solutions to these problems.

ARTICLE XXV HEALTH & SAFETY COMMITTEE

This Committee was established in January 1991 and highlights the importance and concern that the members of UA Local Union 488 attach to the many ongoing health and safety concerns found within our industry. The Committee's mandate can be generalized in the following manner:

- a. To gather and correlate issues of health and safety concern within our industry through member input and committee discussion.
- b. To highlight sufficient remedies within the Construction Industry to counter the health and safety risks to our members.
- c. To work towards specific legislated health and safety standards which will affect the construction industry into the future.

This Committee consists of six (6) members elected for a three-year term in accordance with Article III, Clause 3.01 contained herein. It meets on a regular basis, and it remains the Chairman's prerogative to plan emergency meetings in the event of specific problems with health and safety concerns which may adversely affect our membership.

ARTICLE XXVI POLITICAL ACTION & EDUCATION COMMITTEE

The Local Union 488 Political Action & Education Committee (PAEC) was established by the membership in 1986. The committee consists of six (6) union members elected or appointed for a three (3) year term in accordance with Article III, Clause 3.01 contained herein. The United Association Constitution makes provision for a Political Action & Education Committee. The Local Union 488 Political Action & Education Committee functions are basically those provided for in the Constitution.

The purpose and function of the Political Action & Education Committee is to provide a political awareness to the members and their families and further, to provide political education through a public relations process that consists of interaction with other unions, various interest groups, organizations, individuals, and the community. The public relations process also provides information to the general public regarding the benefits of individuals having the right to belong to a Union and the benefits of the trade union movement to the community. This political awareness and education consists of providing information to the members in respect to those who support our issues and concerns within the various levels of government and to provide information regarding those who oppose our concerns. The Committee works with other interested groups and organizations in attempting to implement changes that are fair to union members and their families and to oppose

those who attempt to implement regressive legislation.

ARTICLE XXVII LOCAL 488 RETIRED MEMBERS ASSOCIATION

This Committee was originally contemplated in June of 1969 when a number of retired members initiated informal monthly meetings to discuss improvement of pensioners' status within the Local Union and to present organized petitions to the Trustees of the Health, Welfare & Pension Plan in respect to increases to both Pensions and Health Benefits. In October 1987 a model set of Bylaws & Objectives for the Retired Members Association was promulgated and an application was forwarded to the Provincial Companies Branch and Revenue Canada. On January 22, 1988, the RMA became registered as a non-profit society and has continued to hold regular meetings since that time.

Objectives:

Objectives of the Association as filed and registered with the Companies Branch are as follows:

- A. To provide for the social, recreation, cultural, education, benevolent and general welfare of its members.
- B. To raise funds by donations, gifts, devise, or otherwise for charitable purposes.
- C. To rent, lease or purchase land and buildings to effectuate the objectives of the Society.

Note: The retired members have many other objectives which it is hoped can be implemented in accordance with the developing needs of the retired and active members.

MEMBERSHIP

- A. 'Ordinary' Membership
Association membership is automatically granted to any person, including the spouse of such person, receiving a pension from Local Union 488 Pension Plan. Such persons are eligible as 'Ordinary' members with voice and vote at any meeting.
- B. 'Associate' Membership - is open to any person receiving a pension from any UA Pension Plan or Affiliate Building & Construction Trades Pension Plan. Associate members are allowed voice and vote at any meeting but are not eligible to stand as elected officers.

MEMBERSHIP DUES

To comply with Government Regulations, dues are stated to be one dollar (\$1.00) annually, but the charge to members is waived.

ELECTIONS

The election of eight (8) officers takes place every June and is currently based on a one-year term.

- A. President
- B. Vice-President
- C. Secretary/Treasurer
- D. Five (5) Directors

The Retired Members Association has been beneficial to the members of Local Union 488 in that they have provided volunteer assistance at the Coffee Shop and at most social functions as well as making

themselves available when important needs arise within Local Union 488.

ARTICLE XXVIII
LOCAL UNION 488 ELECTION COMMITTEE

This Committee was established in order to ensure that our organization maintains a permanent standing committee to conduct all UA Local 488 nominations, elections, and/or ratification votes that may be required.

Nomination and election of this Committee is conducted every three (3) years in January of the year Local Union Officers are elected. This Committee is to be composed of five (5) elected Journeyman Members.

An appointed administrative support staff employee of UA Local 488 will provide clerical assistance to the Election Committee.

Voting rights will only be given to the five (5) elected Journeyman Members.