



# WORK RULES

*“Boilermakers Local 146 endeavours to provide its members with employment opportunities in construction, maintenance, and fabrication shops, as well as provide a fair and impartial dispatch process.”*

*“Respect for the Work Rules, and in turn our fellow workers, shall solidify and strengthen our Brotherhood; its ability to attain our sworn oath of better working conditions, wages, and organization; creating customer satisfaction which enhances our market share; and secure employment for our members today and into the future.”*

**International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
Local Lodge No 146**

**January 1, 2015**

## **Work Rules - Local 146**

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### **ADDENDUM TO Lodge 146 WORK RULES**

v. January 1, 2015

This Addendum supplements Boilermakers Lodge 146, Work Rules (v. January 1, 2015), Section 2.0 entitled "General."

The Work Rules shall be modified with the addition of Article 2.7 in Section 2.0, General.

#### **2.0 GENERAL**

- 2.7 No member shall proceed to any job coming within the scope of the construction and/or maintenance and repair agreements without having cleared it first with the Lodge 146, Dispatch Department. Failure to do so shall cause a member to be liable to charges being filed pursuant to the Brotherhood Constitution.

This Addendum is effective as of January 1, 2015

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*Please note: Wherever the context so requires, the masculine gender includes the feminine and conversely.*

### 1.0 GOVERNING MANDATE

- 1.1 The Work Rules of Lodge 146 (Local 146) contained herein serve to govern the actions of all workers, including supervision, as the Lodge has the responsibility to ensure that all uphold the high standards of the workplace excellence expected of them as highly skilled professional trades persons. Violations of the Work Rules may cause the Lodge to impose charges, fines, directives, or even remove the privileges of membership for significant or repeated offences (Work Rules Article 14). This is a measure to be used under circumstances whereby the actions of the individual are seen to be contrary to trade union expectations, principles, and practices and do not promote the union soundly via the benchmark standards of safety, productivity, and quality. The Out-of-Work list shall not be looked upon as a right of membership but rather a privilege of membership.
- 1.2 All Work Rules are approved and implemented by the Business Manager and will be amended as necessary.
- 1.3 Posting of such amendments or modifications at the Union office or Members' Section of the website will serve as notification to the membership that such changes will become effective within 30 days from the date of notification.
- 1.4 In the event that a breach of any of these Work Rules is alleged, then the provisions contained within Article 14 may be applicable.

**2.0 GENERAL**

- 2.1 Any member who self-terminates and/or is terminated for cause from two (2) consecutive positions must appear before the Area Representative and the Pride & Progress Representative to explain his action(s).
- 2.2 No member shall work for more than one employer at the same time.
- 2.3 The Business Manager or his representative shall appoint and/or relieve the Job Steward on all job sites.
- 2.4 No member shall be dispatched if they owe any Lodge levied fines, subject to any agreement or order of the Executive Board or Disciplinary Committee. Members will endeavour to pay all outstanding dues and death assessments prior to being dispatched.
- 2.5 Members are expected to fulfill the pre-mobilization requirements of the job taken as indicated on their Dispatch Slip at the earliest opportunity (i.e., booking D&A tests, mobilizations, camp booking and so forth). Further, any member who fails to report to work at the date/time specified on the Dispatch Slip or is delayed without showing just cause and is subsequently not hired by the employer shall have their name placed at the bottom of the Out-of-Work list and will pay an administrative fee of \$100.00.
- 2.6 Members who accept a Dispatch Slip and return it to the Dispatcher(s) without showing just cause to the Dispatcher(s) will pay an administrative fee of \$100.00 and have their name placed at the bottom of the Out-of-Work list.

**3.0 OUT-OF-WORK LIST**

- 3.1 The term “available for work” shall apply to members who have signed the Out-of-Work list indicating that they are willing and able to accept a dispatch to any job within the scope of Local 146’s jurisdiction.
- 3.1.1 If a member registers onto the Local 146 Short-Term or Long-Term Sick list, the member’s name shall be removed from the Out-of-Work list. When the member is ready to return to work and has provided Local 146 with a doctor’s note, the member shall be considered “available for work” and will have his name placed back on the Out-of-Work list by their last registration date.
- 3.2 No member may keep their name on the Out-of-Work list or sign the Out-of-Work list if they are working for or are contracted to work for any other trade union, employer or 3<sup>rd</sup> party labour supplier within the industrial construction industry.
- 3.3 If there is work available through the Local 146 Union Hall members may not work at the trade outside of the jurisdiction and/or bargaining unit of Local 146 without approval of the Business Manager.
- 3.4 Members may sign only one Out-of-Work list at one time and only the list for which they are qualified as per their government issued certificates (Boilermaker, Welder, Boilermaker First Year, Welder First Year, Boilermaker Second Year, Welder Second Year, Boilermaker Third Year, Welder Third Year).
- 3.5 Members requesting job classification changes (i.e., signing a different Out-of-Work list) must have the appropriate qualifications as per the Alberta

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government regulations. Once a member has changed lists, they must remain on the new list for a minimum of one year. When a member changes lists, he will be placed at the bottom of the new Out-of-Work list.

- 3.6 When a member is in receipt of a pension from the Boilermakers National Pension Fund (and if he so desires) they may be placed on the Retired Members Out-of-Work list. He will be placed to work as per the order below:
- 1) Active Local 146 Members
  - 2) Active Travel Cards
  - 3) Local 146 Retirees
  - 4) Travel Card Retirees
  - 5) Non-members (Permit)
- 3.7 Members shall sign the appropriate Out-of-Work list within seventy two (72) hours from when they are laid off or terminated (either by the employer or by self-termination). Members can sign the list by contacting the Union office either in person or by telephone. Members will be asked to provide the date of the last day of work as well as the reason for the end of employment (i.e., layoff, termination, self-termination, and so forth).
- 3.7.1 Members may not falsify termination information.
- 3.7.2 Dispatched members confirmed to have falsified or misrepresented their qualifications are not entitled to retain their position on the list when the employer terminates them or does not accept them to the job site.
- 3.8 No member shall accept a dispatch slip or place their name on the Out-of-Work list if they have not been laid

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off, terminated or self-terminated from his current employer (in instances of self-termination member must have informed the employer).

- 3.9 Members will be put on the field list as of the day and time they contact the Edmonton Union office.
- 3.10 When a member is dispatched, their name shall be removed from the Out- of-Work list.
- 3.11 Members taking a Local 146 travel card within the provisions of the International Constitution will have their name removed from the Local 146 Out-of-Work list. If the travel card is deposited back with the Local 146 Union Office within 30 calendar days, the member will have his name placed back on the Local 146 Out-of-Work list by the member's last registration date. Members taking travel cards are not eligible for dispatch until their travel card has been deposited back at the Local 146 Union office. Any withdrawal or deposit of a travel card is the responsibility of the member.
- 3.11.1 Any member found to have self-terminated while in possession of a travel card will not retain their position on the Out-of-Work list and will be placed at the bottom of the list in addition to any other penalty agreed upon or imposed.

### **4.0 POST-INS**

- 4.1 Members must be on an Out-of-Work list to post in.
- 4.2 When seeking employment members residing over forty (40) radius kilometers from Edmonton city hall are urged

to bid online at [www.boilermakers.ca](http://www.boilermakers.ca) or alternatively post in by telephone from 8:00 am – 9:00 am Monday through Friday. Members residing within 40 radius kilometers must report in person to the Union hall.

- 4.3 Members must provide a contact telephone number at the time of post in.

### **5.0 SHORT CALLS**

- 5.1 When a member is laid off from a job and has not earned over two days pay plus show-up time, on the third day he shall notify the Dispatch Office immediately and will be entitled to return to their previously held position on the Out-of-Work list. However, this clause shall not apply if the member self-terminates or is terminated for cause.

### **6.0 NAME HIRES**

- 6.1 The names of all Name Hired members will be listed on the audio Call Out and on the website along with the name of the employer.
- 6.2 To be eligible for a Name Hire (including Foreman and General Foreman), a member must be in good standing, be on the Out-of-Work list, and cannot have self-terminated or been terminated from a job within the past fourteen (14) days.
- 6.3 Apprentices are not eligible for Name Hires.

**7.0 ACCOMMODATIONS**

- 7.1 Members who are staying in camps are expected to abide by all camp rules and work to keep a positive reputation for the Union. Members must uphold camp standards as laid down by the Building Trades Council and shall cooperate with the camp management regarding order and cleanliness.
- 7.2 Subsistence – Any member living in substandard conditions as deemed by the Business Manager or Area Representative will be subject to disciplinary action(s).
- 7.3 Members living on subsistence are expected to abide by the rules of their temporary accommodations and shall cooperate with the establishment's management regarding order and cleanliness.
- 7.4 Any members leaving behind job related outstanding bills for accommodations, including but not limited to damage to said accommodation, telephone charges, or other debts, shall make full restitution to the satisfaction of the Business Manager or Area Representative before being dispatched to another job.

**8.0 CHANGE OF ADDRESS**

- 8.1 It shall be the responsibility of each individual member to inform the Union office whenever there is a change in the member's name, address, telephone number or email address.

**9.0 APPRENTICES**

- 9.1 Journeymen are expected to provide positive guidance for apprentices.
- 9.2 Disciplinary matters pertaining to apprentices will be handled in accordance with the Apprentice Regulations and Disciplinary Action(s) administered by the Apprenticeship and Training Director.
- 9.3 An Apprentice who is attending trade school may call the Edmonton Union office to be placed on the Out-Of-Work list.
- 9.4 While attending Trade School, apprentices may register (post in) during the last week of school for work with the Union provided they are able to meet the pre-mobilization requirements and do not delay the start date of the job.
- 9.5 Upon completing Trade School, if the apprentice and the former employer mutually agree, the apprentice may return to work for his former employer. In this case, the former employer shall submit a Recall Order to the Union office at which time the apprentice will be redispached to the former employer.

**10.0 FOREMAN/GENERAL FOREMAN**

- 10.1 Any member employed in the capacity of Foreman/General Foreman shall refrain from working with the tools. In keeping with the terms of the collective agreements, Foreman/General Foreman will be allowed to work to the extent necessary to instruct or inspect an employee's work, bearing in mind that safety is everyone's responsibility. If it is deemed that the Foreman/General Foreman is working excessively on the tools, it shall be reported to the Job Steward and the Area Representative for a follow-up investigation.

**11.0 TRAVEL CARDS AND NON-MEMBERS**

- 11.1 Any Travel Cards or Non-member workers working within the jurisdiction of Local 146 will have their dispatch privileges revoked indefinitely for any of the following confirmed infractions: termination for just cause, failing to report for the job or quitting the job. A Travel Card or Non-member worker will be afforded the opportunity to appeal, in writing to the Area Representative for which the infraction took place, the reinstatement of dispatch privileges. All appeals will be responded to within three (3) days of receipt of the written statement. The Business Manager or the Local 146 Executive Board/Disciplinary Committee will serve to adjudicate any disputes arising from the appeal.
- 11.2 Travel Cards and Non-members are prohibited from accepting the role of Foreman/General Foreman unless otherwise approved by the Business Manager and/or the Area Representative.
- 11.3 Travel Cards and Non-members are prohibited from transferring with the same employer to a different job site that falls within the jurisdiction of Local 146 unless approved by the Business Manager and/or Area Representative.

**12.0 FIELD AGREEMENTS**

- 12.1 For the purpose of ratifying construction related field agreements, only those members who have been field initiated shall be eligible to vote on said agreements.

**13.0 REPORTING AND RESOLVING**

- 13.1 The Boilermaker Pride & Progress program shall be recognized as a benchmark standard. Repeated violations 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.

**14.0 VIOLATIONS**

- 14.1 All fines due to violation of the Work Rules will be administered on a consistent and non-prejudicial basis. Unless otherwise stated and in usual cases fines shall be levied as follows:

1st Offence \$250.00  
2nd Offence \$500.00  
3rd Offence \$1,000.00

In serious or appropriate cases a different fine, suspension of membership privileges or expulsion from membership or other penalty may be the penalty imposed.

- 14.2 In the event that a breach of any of these Work Rules is alleged, the following process can be initiated by the Area Representative, Business Manager or their designate:

Step 1: The member who is suspected of breaching the Work Rules will be required to meet with the Area Representative and/or the Pride & Progress Representative to informally discuss the situation. During this meeting, a resolution, including an agreed upon penalty, may be reached voluntarily. An agreement under this step can include a payment schedule for any agreed upon fine if necessary.

Step 2: In the event that the matter is not resolved by agreement at the step 1 meeting or the member fails to attend the step 1 meeting as scheduled, the Area Representative, Business Manager or their designate may, at their discretion, refer the alleged violation to a hearing before the Executive Board/Disciplinary Committee of the Local.

The member will be given written notice of the alleged violations and the particulars of the Executive Board/Disciplinary Committee Hearing. This notice will include a statement that the member is entitled to be represented by a lawyer or by another member in good standing at the hearing at the member's sole discretion and at their own cost.

The Executive Board/Disciplinary Committee will hear the evidence and submissions of the Local and also of the member at the hearing. It will render its decision in writing either at the conclusion of the hearing or within a reasonable time thereafter.

- When assessing penalties, the Executive Board/Disciplinary Committee will be guided by the provisions of Article 14.1 and the unique facts of each case. The Executive Board/Disciplinary Committee may order that the allegations are dismissed, impose a fine, suspension or expulsion if the allegations are proven, and may impose alternative penalties in appropriate cases.
- In the event that the Executive Board/Disciplinary Committee dismisses the allegation or

imposes a fine of under \$5,000.00 or a suspension from either a membership privilege or from membership entirely of less than fourteen (14) days, the decision of the Executive Board/Disciplinary Committee shall be final and binding.

- In the event that the Executive Board/Disciplinary Committee imposes a fine of any amount on a member, the member will not be entitled to further dispatch until the fine is paid in full. Should the member require time to pay, he should request that during the Executive Board/Disciplinary Committee hearing and the Executive Board/Disciplinary Committee, at its discretion, may order a payment schedule, if it believes one is appropriate in all the circumstances of the matter. The member will be eligible for dispatch as long as he is meeting the payment schedule.

Step 3: In the event the Executive Board/Disciplinary Committee imposes a fine of over \$5,000.00, a suspension from a privilege of membership or from membership entirely of over fourteen (14) days, or expels the member from membership, the member will have an appeal from that decision to the International Brotherhood of Boilermakers. The appeal will proceed in accordance with Article 17 of the Constitution of the International Brotherhood of Boilermakers. The member will be entitled to representation by a lawyer during such appeal at his discretion and his sole cost.

