



Trade Rules
Millwrights Local Union 1460

Approved April 14th, 2015

United Brotherhood of
Carpenters and Joiners of America

TRADE RULES

Table of Contents

Section 1 Registration 2

Section 2 Dispatch 3

Section 3 Members 6

 Job Stewards 6

 Apprentices 7

 Supervisors 8

 Millwrights Local 1460 Members 8

Section 4 General 9

 Qualification for Members 9

 Dues 9

 Assessments and Fees 9

 Strikes and Lockouts 10

 Work Stoppages 11

 Jurisdiction 11

 Local Union Executive Committee 11

 Constitution 11

 Amendments 11

 Alcohol and Drug Policy (Article A – D) 12

REGISTRATION

Hiring Hall Procedures for Registration and Dispatch for members of Local Union 1460.

Section 1.01

Members can register on the Out of Work list when they are laid-off, terminated or have quit their employment. Registration by phone, in-person or on-line.

Section 1:02

Members who are on the Out of Work List for six (6) consecutive months and have not bid for union work during that time or produced valid reasons to Local Union Executive committee and/or Business Representatives for not seeking union employment, will have their name removed from the Out of Work list. Once re-registered the member will be placed at the bottom of the Out of Work list.

Section 1.03

It is the member's responsibility to ensure all training certifications and qualifications are registered on their file and up to date. It is also the member's responsibility to ensure that the Local Union has their current address, phone number and e-mail address.

Section 1:04

A member will retain their position on the Out of work list after being dispatched if they have been laid off and did not quit their job(s) before a total of twenty (20) calendar days. These days may be accumulated from one or more jobs. Note: This time period will be carried over from previous jobs for a total of twenty (20) calendar days before member is relegated to the bottom of the Out of Work list.

| | |
|---|---|
| EXAMPLE A: 1 st job - 10 calendar days | EXAMPLE B: 1 st job – 10 calendar days |
| 2 nd job – 9 calendar days | 2 nd job – 10 calendar days |
| Total – 19 calendar days | Total – 20 calendar days |

Example 'A' Member retains their position on the Out of Work list.

Example 'B' Member is rotated to the bottom of the Out of Work list.

This pertains to layoff(s) only. When a member quits or is terminated they will be placed at the bottom of the Out of Work list.

Section 1:05

Member's dispatched to other UBC jurisdictions as travel cards will also be subject to the provisions of Section 1:04.

Section 1:06

Members who have failed a pre-access drug and alcohol test will be ineligible to register themselves on the Out of Work List as per Section 4:10 Article "D" of these Trade Rules.

DISPATCH

Section 2:01

Members must be registered on the Out of Work list and in good standing to be qualified to place a bid and receive a dispatch slip.

Section 2:02

Dispatching shall be by bid system. Members who qualify for dispatch will be placed in order, starting by the lowest numerical number on the Out of Work List. Bidding timeframes will be posted on the Dispatch Board with a start time/date and a closing time/date.

Section 2:03

Members can bid multiple jobs, making choices in preferential order and will subsequently be contacted by the dispatcher if they are the successful candidate for one of the positions they have bid on. Members can choose to be contacted with the information provided on the contact preferences page by either telephone, e-mail or fax.

Section 2:04

Members must be issued a dispatch slip in order to be employed with a Union Contractor (this does not apply for inter company transfers). Members who attend work who have not been issued a valid dispatch slip, may on the recommendation of the Local Union Executive Committee and/or Business Representatives, be subject to disciplinary action.

Section 2:05

Any member who accepts a dispatch slip, must report for work at the accepted job at the time specified. A member who fails to do so without justification, may on the recommendation of the Local Union Executive Committee and/or Business Representatives be subject to disciplinary action and will be placed at the bottom of the Out of Work list.

Section 2:06

Members who have submitted false information in order to obtain a position on the Out of Work list or to obtain a dispatch, may be subject to disciplinary action and will be required to explain their actions in a written letter submitted to the Local Union Executive committee and/or Business Representatives and temporarily suspended from receiving a further dispatch.

Section 2:07

A Local Resident shall be as defined in the applicable Collective Agreement or Project Agreement.

Section 2:08

Name Hires will be available to the Employers to a maximum of fifty percent (50%) of the total manpower requested, for all Journeyman and all member Apprentices who are registered on the Out of Work list. Name hires must be submitted by the contractor representative on the manpower requisition. Name hire positions will be filled, prior to job being posted for general dispatch.

Section 2:09

UBC members transferring in from other jurisdictions and all new members will serve a waiting period of thirty (30) days before being eligible for a name hire.

Section 2:10

Any member who has been terminated or quits a job, must be on the Out of Work List for fourteen (14) days to be eligible for a name hire request, unless otherwise approved by the Local Union Executive committee and/or Business Representatives.

Section 2:11

i) Members obtaining work outside of the Millwright work jurisdiction and/or other Building Trades affiliate work, shall remain on the Out of Work List and be subject to these Trade Rules.

ii) Members obtaining work with other Building Trades affiliates will contact the Local Union and be removed from the Out of Work list. When the member has ceased work with the Building Trades affiliate, a member will be allowed to place their name back on the Out of Work list.

iii) Members obtaining work with a non-signatory building trades contractor without the approval of the Local Union Executive committee and/or Business Representatives will have their names removed from the Out of Work List and will be subject to disciplinary action.

Section 2:12

Job Stewards who have been dismissed for fulfilling their union duties will be placed at the top of the Out of Work list as approved by the Local Union Executive committee.

Section 2:13

i) Any specialty or emergency dispatching shall be at the discretion of the Local Union Executive committee and/or Business Representatives of the Local Union.

ii) Emergency and/or specialty dispatching shall include:

- The order of members registered on the Out of Work List, will be how members are contacted.
- Jobs that have to be filled with less than 24 hour's notice from the employer.
- Records will be kept for any dispatching that occurs.

Section 2:14

All dispatch appeals are required to be submitted in writing within seven (7) days of the alleged complaint, which will then be reviewed by the Local Union Executive Committee.

Section 2:15

Probationary Apprentices will be allowed to register on the Out of Work List and receive a dispatch slip, but will not be eligible for a name hire.

Section 2:16

The Local Union Executive Committee is authorized to make changes to the Trade Rules provided such changes shall not become effective until properly approved. Trade Rules can be viewed online in the reference material section on the members page and/or the main office in Edmonton.

MEMBERS

Section 3:01

JOB STEWARDS

- i) Job Steward positions will be either elected on-site by the members or appointment by the Business Representative. Priority will be given to members who have taken the Job Steward recognized training. The first member starting work after the Foreman on a job site, shall act as an interim temporary Job Steward. Assistant Job Stewards as required, may be elected from members on site. The Business Representative shall notify the employer of the Job Steward. The Steward shall be one of the last Millwrights to be laid off when provided for in the collective – bargaining agreement.
- ii) When overtime is worked, the Steward shall be one of the crew to work if they so elect, within reason of the work being performed. The permanent Steward shall appoint a temporary Steward in their absence when provided for in the collective – bargaining agreement.
- iii) All Millwright members of the Local Union on a job site shall cooperate and support the Job Steward. No Job Steward shall be relieved of their duties unless they have voluntarily relinquished the position or have proven to be incapable or unwilling to perform to acceptable standards and as subject to review by the Local Union Executive Committee.
- iv) All members must provide proof of Journeyman Certificate or Apprenticeship book and/or provide proof of wages received, when requested to do so by the Job Steward, Business Representative or Financial Secretary.
- v) All Stewards must attend Union meetings when possible and shall wear a Millwright Job Steward sticker on their hardhat.
- vi) The Job Steward shall be required to submit a monthly report on a form provided by the Local Union.

Section 3:02

APPRENTICES

- i) All Apprentices are required to maintain and update their Apprenticeship Book with their respective Provincial Apprenticeship boards and the Local Union on a regular basis. All matters pertaining to Apprenticeship will be dealt with by the Local Union Executive committee.
- ii) To become eligible for any incentives and/or bursaries, Apprentices must be in good standing and on the Out of Work list.
- iii) Probationary Apprentices are not considered members of the Local Union until they have met the entry qualifications for Millwrights Local Union 1460.

Section 3:03

SUPERVISORS (General Foreman & Foreman)

- i) Millwright Supervisors must be members of Local Union 1460 and hold a valid Provincial or Inter-Provincial Millwright Certificate. Millwright Supervisors shall not work with non-union millwrights or other help, unless permission is granted by the Business Representative and/or the Local Union Executive Committee.
- ii) A Supervisor as defined by the Collective Agreement, who works with their tools during the regular work day, shall have the privilege to work with their tools on overtime hours also a Supervisor (as above) who does not work with their tools for the regular work day shall not be entitled to work with their tools for overtime hours when provided for in the collective – bargaining agreement.
- iii) All Supervisor members are to be held responsible for the enforcement of all Standing Motions, Trade Rules, Bylaws and Jurisdiction of the Local Union as is every member of Local 1460. Violators of the Section shall be subject to disciplinary action.

Section 3:04

Millwright Local 1460 Members

i) No member shall conduct themselves or take part in any action which would bring discredit or disrepute upon another member of the Union.

ii) No member shall violate the terms and conditions of the applicable Collective agreement, Project Labor Agreement or the Local 1460 Code of Excellence.

iii) No member shall provide power operated tools on any job if prescribed by the applicable collective – bargaining agreement.

iv) No member shall work for an Employer who is not signatory to Millwrights Local 1460, unless they have been granted permission to do so by the Local Union Executive committee.

v) It shall be the duty of every member to report other members violating any Standing Motion, Trade Rule and/or Bylaw to the Business Representatives or the Local Union Executive committee.

vi) Any member found guilty of giving bribes to those in authority for preferential treatment will be referred to the Local Union Executive committee for adjudication.

vii) All members must be in good standing and on the Out of Work list to be entitled to participate in training programs that are paid for by the Local Union.

GENERAL

Section 4:01

Qualifications for Membership

The initiation fee for Journeyman joining Millwright Local 1460 shall be three hundred dollars (\$300.00) with Apprentices being pro-rated as per the UBC Constitution. Also required at the time of initiation will be two (2) month's dues and a one time assessment of fifty dollars (\$50.00).

i) Industrial Millwright Division:

All applicants except those who are excluded by applicable Provincial or Federal legislation, who are employed within some millwright related industry, shall be eligible for membership.

ii) Maintenance / Construction Millwright Division:

All applicants must have a valid Provincial or Inter-Provincial recognized Journeyman Certificate in the trade(s) of Millwright, Machinist or Welder in order to be eligible for membership.

Section 4:02

Dues

Non-working dues shall be payable monthly to the Local Union. The dues shall be in accordance with the Alberta Regional Council of Carpenters and Allied Workers By-Laws.

Section 4:03

Assessments and Fees

Special assessments for all members may be levied from time to time and with the approval of the General Membership at a Special called meeting.

Section 4:04

Strikes and Lock-outs

In compliance with the Constitution and Laws of the United Brotherhood and Provincial Labour Laws, the following sections shall come immediately into effect during a Strike or Lockout.

- i) Recommended that members be assessed as per Constitution (Section 45, O, P, and Q). Members working a forty (40) hour week will be assessed two (2) hours per day worked. Members working additional hours will be assessed proportionately, e.g. Two hours assessment for each eight (8) hour straight time day or two hours straight time Assessment must be submitted to the Regional Council of Carpenters and Allied Workers, post-dated no later than three (3) days following their cheque being issued, provided that any assessments described below are lawfully adopted.
- ii) Recommended that members on active picket line duty shall be paid expenses at the rate equivalent to the amount determined by the Alberta Regional Council of Carpenters and Allied Workers per week.
- iii) Recommended that members picketing out of town shall receive the basic amount determined by the Alberta Regional Council of Carpenters and Allied Workers strike pay per week. They will also receive approved expenses. Recommended that members in other employment, superintendents, etc., be assessed at the amount determined by the Alberta Regional Council of Carpenters and Allied Workers per week.
- iv) Recommended that all members must register weekly for picket line duty or forfeit his strike pay, in addition he will pay the amount determined by the Alberta Regional Council of Carpenters and Allied Workers as weekly picket line assessment for failure to register.
- v) Recommended that all strike benefits take effect the day the Strike begins, except the working assessments which will commence two weeks later.
- vi) Recommended that all assessments be paid to the Regional Council of Carpenters and Allied Workers weekly. No holidays will be recognized during a Strike and/or Lock-out unless approved by the Strike committee.
- vii) Recommended that all members taking employment as of the date determined by the Alberta Regional Council of Carpenters and Allied Workers will be assessed an equal amount as per member working.

Section 4:05

Work Stoppages

Any member refusing to leave their job site when there is a legal work stoppage affecting the Union, or who returns to work during a legal work stoppage without permission from the Union shall be charged as per the Constitution.

Section 4:06

Jurisdiction

No member shall surrender any work described in the UBC Constitution to any other craft. Disputes regarding jurisdiction shall be reported immediately to the Job Steward and/or the Business Representative.

Section 4:07

Local Union Executive Committee

It shall be the duty of the Local Union Executive committee to act in a supporting and advisory role to the Business Representatives. This provision shall not be construed as interfering with the normal functions of the Senior Business Representative and/or Business Representatives.

Section 4:08

Constitution

The UBC Constitution shall govern the operation of the Local Union.

Section 4:09

Amendments

The Local Union Executive committee may amend these Trade Rules in a manner deemed to be in the best interest of the membership, however such amendments shall only be made only after due notice of motion and receiving the consent of a majority of the members attending a Special called meeting for this purpose.

Section 4:10

Alcohol and Drug Policy

Article A

Every member working on or dispatched to a Union job is required to perform their work safely, without disruption or abuse of the Union, members or Unionized Employers. Members are expected to promote safe and healthy workplaces, develop good relations with other members of the Union and Unionized Employers, improve the trade in every way possible, provide fair and competent labour, to uphold the good reputation of the Union in the workplace and in the community, and provide a fair day's work for a fair day's wage.

Article B

These By-law and Dispatch Rules exist to ensure that members uphold the principles of the Union as set out in the Constitution and Bylaws, as well as in section "A" above. When a member breaches these Rules, harm is caused to the Union and its members as a whole, including jeopardizing work which the Union has available, making more difficult the Union's goal of organizing workers and organizing the workplaces of non-union employers.

Article C

Millwright work is inherently dangerous and requires members to be fully aware of and attentive to the tasks at hand in order to minimize the possibility of accidents. Members who attend work under the influence of drugs and/or alcohol are more likely to be inattentive to their job duties and thereby place at risk not only themselves but also other jobsite workers. The Union has an interest in ensuring the safety of all members and workers on every jobsite and does not condone dispatching members who may reasonably pose a risk to themselves or others.

Article D

When a member tests positive for drugs and/or alcohol or is in non-compliance with the Canadian model:

1. Refused admittance to a work site, and/or:
2. Terminated by an Employer for cause or post-incident, and/or:

3. Barred from an owner's site: the member will not be eligible for further dispatch and will not be eligible to place their name on the Out Of Work List unless and until the following condition is complied with:

- The member attends a drug and alcohol testing facility that is acceptable to the Local Union and provides a clean test along with an acceptable assessment from a Union-recognized Substance Abuse Expert.

Article E

If a member tests positive for either drugs and/or alcohol or is in non-compliance with the Canadian model a third time, this will be considered to be a fundamental breach of these Trade Rules and the member will be subject to disciplinary action and potential loss of membership in accordance with the Constitution and these Trade Rules.