
BY-LAWS

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS**

LOCAL LODGE NO. 128

AFL-CIO



TORONTO, ON, CANADA

2009

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BY-LAWS

LOCAL LODGE #128 TORONTO, ON, CANADA

1 **NAME**

This organization shall be known as Lodge 128 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers. It is affiliated with and is a Local Lodge of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFLCIO.

2 **JURISDICTION**

The jurisdiction of this Lodge shall be as set forth in its Grant of Charter and/or as determined by the International Executive Council in accordance with the Constitution of the International Brotherhood.

3 **OBJECTIVES**

The objectives of this lodge shall be as set forth in the International Brotherhood Constitution.

4 **ELIGIBILITY AND APPLICATION FOR MEMBERSHIP**

4.1 **Eligibility and Application**

Eligibility and application for membership shall be in accordance with the International Brotherhood Constitution and International Brotherhood policy as established by the International Executive Council.

4.2 **Reinstatement**

4.2.1 No application for reinstatement shall be acted upon by this lodge until after approval is received from the Lodge which suspended the applicant.

4.2.2 The Business Manager/Secretary-Treasurer may approve reinstatement of a former member of this Lodge by another Lodge without submitting the request to the membership for action, provided the applicant was normally suspended for nonpayment of dues and has no unpaid financial obligation to this Lodge. Any request for approval of reinstatement of a former member, who was suspended or expelled for any other reason, shall be submitted for action at the next regular meeting of the Lodge and approval shall require a two-thirds (2/3) vote of the voting members at the meeting, subject to the Constitution.

5 **OFFICERS, NOMINATIONS AND ELECTIONS**

5.1 The officers of this Lodge shall be those designated in the Constitution, except that there shall be a Business Manager whose office shall be combined with that of Secretary-Treasurer. Nomination and election of officers shall be in accordance with the Constitution, and all elections shall be by all-mail ballot in accordance with instructions to be obtained from the International President.

5.2 In addition to all other requirements, to be eligible for nomination and election to office in this Lodge a member must have attended at least one (1) meeting in each of the five (5) calendar quarters immediately preceding this nomination, unless prevented from doing so by personal illness, union duties, regular employment under a contract between the Union and an employer, or some other unavoidable situation.

5.3 The Recording Secretary shall maintain a membership attendance book and the book shall be signed by each member at each meeting he attends. No member's name shall be entered in the book by another person except as permitted or required by these By-Laws, the Constitution or policies of the International Brotherhood, or any applicable law. A member who has not attended at least one meeting in a calendar quarter for any of the reasons given in 5.2 shall present to the President within 20 days after the end of the quarter his written reason for nonattendance at each of the meetings he missed. If his reason(s) is (are) acceptable to the President, his name shall be entered in the book for each such meeting with a notation that his absence has been excused, and the President shall report this action at the next regular meeting and be so recorded in the meeting minutes.

6 **LODGE EXECUTIVE BOARD**

Only the duly elected officers of this Lodge shall constitute its Executive Board. The President shall preside over and the Recording Secretary shall keep minutes of Executive Board meetings, which shall be held before each regular monthly meeting of the Lodge. The Executive Board shall be governed strictly by the Constitution of the International Brotherhood and these By-Laws.

7 **OFFICERS' DUTIES**

In addition to their specific duties as outlined in the Constitution, officers of this Lodge shall have the following responsibilities:

7.1 The Business Manager/Secretary-Treasurer shall maintain complete, accurate, up-to-date records of all Lodge financial operations and at each regular meeting he shall present a statement of income and expense for the previous month, including all funds received and the sources from which they came; all expenses for the month, including the name of each payee and the amount and purpose of each expenditure; the financial standing of the Lodge, including investments and savings, real estate value (if any), cash on hand and in the bank, etc. The report shall be read aloud and, once it has been approved by the membership, shall be made a permanent part of the minutes of the meeting. All Lodge financial records shall be in the care of the Business Manager/Secretary-Treasurer and maintained in a safe, secure place; however, they shall be produced upon request for examination by the International Brotherhood, the Lodge Executive Board, or any proper agent or representative of Government. In addition to the regular monthly reports, the Business Manager/Secretary-Treasurer shall present to the membership a comprehensive annual financial report for the previous fiscal year when available.

7.1.1 The Business Manager/Secretary-Treasurer shall submit copies of the approved Minutes of all regular and special meetings of the Lodge, as prepared by the Recording Secretary or other authorized person, monthly, to the International President and the International Vice-President.

7.2 All checks written on Lodge accounts and all savings withdrawals must be signed by the Business Manager/Secretary-Treasurer and countersigned by the President or other individual authorized to do so by the International President. All monies received must be deposited in Lodge accounts promptly and the deposit slips retained as part of the Lodge's permanent financial records, or as otherwise required by the International Brotherhood or by law.

- 7.3 No expenses shall be reimbursed from Lodge funds unless claimed on properly completed voucher forms, which shall be retained as part of the Lodge's permanent records. Each claim for reimbursement of an expense for which prior Lodge approval or authorization is required shall be checked for said Lodge approval or authorization before reimbursement is made. Any member making a claim for reimbursement of expenses must sign his voucher and receive reimbursement himself. No reimbursement of expenses incurred by any member shall under any circumstances be made to any other person, except to a member of the claimant's family, and then only with his prior approval in writing. No member shall sign any reimbursement form for any other, except as permitted by law in case of disability or illiteracy.
- 7.4 It is the responsibility of the Board of Trustees to ensure that all expenditures of Lodge funds have been properly made and are supported by invoice copies and/or receipts, and that required Government and International Brotherhood reports have been filed timely.
- 7.5 It shall be incumbent upon each officer of this Lodge to make himself aware of the responsibilities and duties of his office, as set forth in the Constitution and these By Laws, and to fulfill those responsibilities and perform those duties to the best of his ability.
- 8 **MEETINGS**
- 8.1 **Regular Meetings**
- The regular monthly lodge meeting will be held on the fourth Wednesday of each month at 7 Queen Elizabeth Blvd., Toronto, Ontario, starting at 7:30 p.m. and adjourning not later than 10:00 p.m., unless continued by a two-thirds standing vote; but in no event shall such continuation last beyond 10:30 p.m. except by unanimous consent, except December where there will be no meeting. In the event of an emergency which necessitates changing a scheduled regular meeting, the Executive Board shall have the authority to make whatever change is necessary, and shall give proper notice to the membership as soon as possible. Under no circumstances, however, shall any change be made without at least 48 hours notice to the membership.
- 8.1.1 A quorum shall consist of sixteen (16) members in good standing, excluding members of the Executive Board.
- 8.1.2 The Trustees and the Executive Board shall meet on the same day that the regular meeting is held.
- 8.1.3 The Business Manager/Secretary-Treasurer's Office may be closed on the fourth Wednesday of each month so that he can be available to the Trustees for information and attend the Executive Board meetings.
- 8.2 **Special Meetings**
- Special meetings may be called in accordance with the International Brotherhood Constitution or on the written request of sixteen (16) members in good standing.
- 8.3 **Conduct**
- Robert's Rules of Order, applicable provisions of the International Brotherhood Constitution and of the Brotherhood Ritual, and the following standing rules shall govern at all Lodge meetings.
- 8.3.1 The Chairman shall enforce these rules and regulations and may direct that violators be removed from the meeting.

- 8.3.2 The regular order of business may be suspended at any time by majority vote in order to dispose of an urgent matter.
- 8.3.3 Any activity which, in the opinion of the Chairman, is calculated to disturb a speaking member or disrupt the conduct of the meeting or hinder the transaction of business, or may have the effect of so disturbing, disrupting, or hindering, shall be deemed a violation of order.
- 8.3.4 Appearing at the meeting place while under the influence of intoxicants, or with weapons in his possession, is a basis for removal in accordance with the Constitution of the International Brotherhood.
- 8.3.5 When a member wishes to speak, he shall rise and respectfully address the Chair, and, if recognized, he shall state his name before proceeding.
- 8.3.6 If two (2) or more members rise to speak at the same time, the Chairman shall decide which is entitled to the floor.
- 8.3.7 Speakers shall adhere to the question under debate and avoid personalities and indecorous language as well as disparagement of the International Brotherhood or any member thereof, but every member shall have the right to express his views, arguments, and opinions concerning any candidate and/or any business properly before the meeting.
- 8.3.8 No speaker may be interrupted except as permitted or required under Robert's Rules of Order.
- 8.3.9 At the request of the Chairman, any speaker being called to order shall cease speaking and be seated until the question of order is determined.
- 8.3.10 No member shall be allowed to speak longer than five minutes on any subject in any meeting of this Lodge without the permission of this Lodge, and any member exceeding his allotted time shall cease speaking and take his seat upon being called to order.
- 8.3.11 All business transacted within this Lodge shall be strictly confidential and for the information of members of this International Brotherhood only.
- 8.3.12 All business conducted at the Executive Board and regular monthly meetings shall be audio recorded as it occurs then transcribed for review and approval by the President of the Lodge. Tapes to be erased after minutes have been accepted by the membership and signed off by the President and the Recording Secretary.

9 **REVENUE**

- 9.1 Subject to all applicable provisions of the Constitution, initiation and reinstatement fees and monthly dues shall be as follows:

	Shop	Field
Initiation		
Mechanic	\$100.00	\$600.00
Helper / Trainee	\$100.00	\$600.00*
Apprentice	\$100.00	\$600.00*
Production Worker (QCC)	\$250.00	\$250.00
Reinstatement Fee:		
Mechanic	\$200.00	\$750.00
Helper / Trainee	\$200.00	\$750.00
Apprentice	\$200.00	\$750.00
Production Worker (QCC)	\$396.00	\$396.00

	Shop	Field
Monthly Dues: (effective 01/01/09)		
Mechanic	\$37.95	\$37.95
Helper / Trainee	\$37.95	\$37.95
Apprentice	\$37.95	\$37.95
Production Worker (QCC)	\$35.00	\$35.00
Sick Dues:		
All**	\$37.95	\$37.95

*Apprentices, Helpers/Trainees: one-half due and payable upon completion of 1650 hours worked and remaining one-half due and payable upon change of classification to Journeyman Boilermaker (Mechanic).

**Upon providing satisfactory documentation, L-128 will pay per capita for sick members who are on the L.T.D., weekly indemnity and/or WSIB benefits.

Change of Classification:

Difference between initiation fee paid by the member and that established for Mechanics at the time he was initiated. (Refer to 9.4)

Field Member Dues:

In accordance with the International Brotherhood Constitution, the combined minimum field dues shall not be less than 4% of gross wages. Local 128's combined field dues shall be 4 1/2% of gross wages, effective January 01, 2002. The combined field dues set forth above are subject to adjustment necessary to satisfy the minimum cash reserve requirements under the Constitution effective January 1, 2002 and each year thereafter.

- 9.1.1 Effective January 24, 2007, Lodge #128 field members shall have a Death Benefit of \$4,000.00, the cost of which will be absorbed by Union Local # 128's General Fund.

Ten dollars (\$10.00) per year is the shop death benefit assessment, due March 1st every year. The \$1,000.00 benefit to be paid to beneficiaries on the death of a shop member of Local Lodge #128.

- 9.2 No change may be made in the above rate schedule, nor may any assessment be levied, except as required or permitted under the International Brotherhood Constitution.
- 9.3 Installment payment of initiation and reinstatement fees may be arranged, with the full amount to be paid within the first ninety (90) days of work available to the employee unless sickness or some other unavoidable situation prevents his working full time on work made available to him. Additional time may be granted for a specified time not to exceed ninety (90) days.
- 9.4 In accordance with the Constitution, members with less than four (4) years continuous membership moving from a classification for which a lower initiation or reinstatement fee is established to one for which a higher fee is established and members transferring into this Lodge, who have paid initiation or reinstatement fees lower than those established by this Lodge, shall have ninety (90) days from the date of reclassification or transfer to pay the difference between the fees. Installment payment may be arranged in accordance with 9.3 hereof.
- 9.5 When members of other unions are employed under the jurisdiction of Lodge #128, they shall pay in addition to their prescribed union dues, one month's Local Lodge # 128 dues

10 **SALARIES, EXPENSE ALLOWANCES AND REIMBURSEMENT**

10.1 **Salaries**

Recognizing that the Business Manager/Secretary Treasurer and any Assistant Business Managers must participate in cultural, civic, political, fraternal, and educational activities, in addition to their specific duties provided for in the International Brotherhood Constitution and these By-Laws; that such activities benefit the Organization and its members; that the time spent in such activities is unpredictable and unascertainable; accordingly, such officials shall be compensated for their services as follows:

- 10.1.1 Effective January 24, 2007, the salary of the Business Manager/Secretary-Treasurer shall be that of a General Foreman under the Provincial Agreement of forty-eight (48) hours straight time and six (6) hours of double time per week. In addition, he shall receive a daily incidental expense of Twenty Dollars (\$20.00) per day for a maximum of five (5) days per week, except that this allowance shall not be payable when reimbursement under 10.4 applies.
- 10.1.2 Effective January 24, 2007, the salary of Assistant Business Managers, and/or Dispatcher shall be that of a Foreman under the Provincial Agreement of forty-four (44) hours straight time and six (6) hours of double time per week. In addition, he shall receive a daily incidental expense of Twenty Dollars (\$20.00) per day for a maximum of five (5) days per week, except that this allowance shall not be payable when reimbursement under 10.4 applies.
- 10.1.3 The Business Manager/Secretary Treasurer, Assistant Business Managers, and/or Dispatcher and office staff will be paid on Thursdays. A five (5) day waiting period will be in effect and under no circumstances will there be advances on wages or expenses.
- 10.1.4 Salaries of office help should be in conformity with the respective recognized organizations where such help may be separate from the International Brotherhood. Any changes in salary shall be negotiated with the Business Manager/Secretary Treasurer, President, and the approval of the Executive Board. The membership will be notified at the next general membership meeting following the conclusion of negotiations.
- 10.1.5 Members who are elected to the Executive Board who are not full time officers shall be paid wages and actual expenses incurred while attending the Executive Board meeting, providing they attend the regular monthly meeting unless excused by the Local Lodge President and the Lodge's liquid assets do not drop below \$100,000.00.

10.2 **Benefits for Salaried Officials**

- 10.2.1 The Business Manager/Secretary Treasurer, Assistant Business Managers, and/or Dispatcher shall have their Health and Welfare and Pension payments described as benefits under the Boilermaker National Plan.

10.2.2 **Vacation**

The Business Manager/Secretary Treasurer, Assistant Business Managers, and/or Dispatcher shall be required to take four (4) weeks annual vacation each year. Times of vacation shall be at the discretion of the Business Manager/Secretary Treasurer.

10.3 **Automobiles**

Officers and representatives working full time for the Lodge may be furnished with an automobile the purchase price of which, including accessories, shall not exceed a reasonable and prudent amount. The certificate of ownership, or title, shall be in the

name of the Lodge. It is recognized that the officers or representatives are required to be on instant call at all times and must garage such car and be responsible for its safekeeping. Accordingly, for the convenience of the Lodge and as partial compensation for such additional responsibilities, the officers or representatives shall be permitted private use of the automobile when it is not being used for Lodge business. The Business Manager/Secretary Treasurer and/or a Committee appointed by the President for that purpose, may be empowered by a majority vote of the Lodge, after approval by the International President, to buy, sell, exchange or lease automobiles or arrange financing therefore if Local Lodge funds and revenue permit. The Lodge shall defray all expenses of operating the automobile while it is being used on Lodge business. Upon providing evidence of having proper public liability and property damage coverage, the Business Manager/Secretary Treasurer and Business Representatives shall be allowed to use their personal automobile on Lodge business and shall receive six hundred dollars (\$600) per month in addition to being reimbursed for vehicle insurance expenses. They shall be authorized to use the Local Lodge gas credit card in the performance of authorized union duties.

10.4 **Travel Expense Allowance and Reimbursement**

Lodge officers and other authorized representatives required to be out of town on official business for the Lodge shall be reimbursed for travel, single hotel, and living expense as provided for International Representatives, under the Constitution. All claims for expense reimbursement must be submitted on properly completed voucher forms and expenses claimed must at all times be reasonable and normal for the area involved. Copies of hotel bills must be furnished in support of all claims for lodging expense.

The Business Manager/Secretary Treasurer, Assistant Business Managers, and/or Dispatcher, when traveling more than seventy-five (75) miles from home station, shall receive Thirty-Five Dollars (\$35.00) per day as expenses and if required to stay overnight, their hotel accommodation shall be reimbursed upon receipt of voucher.

- 10.4.1 No member shall receive in any one month more than one allowance. If he performs the duties of two (or more) offices or positions, he shall receive the higher of the applicable allowance, but only one.

10.5 **Credit Cards**

The Lodge shall provide American Express credit cards for the Business Manager/Secretary Treasurer and Assistant Business Managers for their use while entertaining employer representatives and Business Representatives only while on official business of the Lodge. The card shall not be used to make purchases or cash withdrawals or advances for the direct or indirect personal benefit of the user or any other person or entity. The user must promptly reimburse the Lodge for any personal expenditure erroneously charged to the Lodge credit card or any personal expenditures appearing on any hotel bill paid for with the Lodge credit card while on Union business, together with any interest charges attributable to such expenditures.

10.6 **Lost-Time-Wage Expense**

Any member who loses wages from his regular employment under a contract between the Union and his employer, as a result of performing during scheduled working hours authorized Union business which could not have been performed outside working hours, shall be reimbursed for the actual wages lost. Lost-time-wage reimbursement claims must be submitted on properly completed voucher forms. Approval by the Lodge or the Business Manager/Secretary Treasurer must have been received before incurring lost-time-wage expense on behalf of the Lodge, and no one may take it upon himself to incur such expense without said approval. Reimbursement under this provision shall be limited to actual scheduled working hours missed, not to exceed 8 hours in any one day.

10.7 **Monthly Dues Reimbursement**

Job Stewards shall be reimbursed their monthly dues providing:

- 10.7.1 His official duties have been performed in a proper, timely manner, and all records and reports required of him are up-to-date.
- 10.7.2 He attends the monthly meeting or is properly excused in accordance with 5.2 and 5.3 hereof.
- 10.7.3 He is assigned to stewardship over fifteen (15) or more men and he must work four (4) weeks in a calendar month to qualify.
- 10.7.4 The Lodge's total liquid assets do not drop below \$100,000.00.
- 10.7.5 These conditions are to be strictly enforced by the Business Manager/Secretary Treasurer.

10.8 **"Double-Dipping" Prohibition**

To the extent that any member's incurred expenses, in the performance of authorized union duty, have been paid or furnished or reimbursed by any other body, including the International Brotherhood and any other institution, organization, or entity, this Lodge shall not be liable for reimbursement of those same expenses, nor may any member demand or accept reimbursement for services or accommodations furnished to him without charge. In the event a member should receive any duplicate payment to which he is not entitled under these By-Laws, or the Constitution, he shall promptly present same to the Business Manager/Secretary-Treasurer for return to Lodge funds or to the other body, as appropriate. "Double-Dipping" of expenses, in any form, is expressly prohibited.

10.9 **Convention/Conference Call**

- 10.9.1 When on Convention call or Conference which necessitates delegates leaving the Province or Country, they shall be allowed \$100.00 per day per diem, and accommodation expenses at the appropriate currency of said convention or conferences, plus fares which shall be equivalent to direct air fares.
- 10.9.2 Effective January 24, 2007, when a Convention or Conference takes place in the province, delegates shall receive \$100.00 per day per diem, plus fares which shall be equivalent to direct Air Routes fares.

11 **STANDING COMMITTEES**

All standing committees with the exception of the Boilermaker Building Association shall be composed of five (5) members and, whenever possible, one member from each region. Each standing committee shall report to the membership at regular monthly meetings. All standing committee members' names shall be posted for the information of the membership.

11.1 **Education Committee**

Shall be a non-partisan committee which shall conduct a continuing program to ensure that all members are informed on all issues pertaining to union activities, etc.

11.2 **Committee for the Sick and Distressed**

Shall visit sick and distressed members and report at the regular monthly meetings.

11.3 **The Boilermaker Building Association**

The Boilermaker Building Association shall consist of all members of the Executive Board. The Boilermaker Building Association financial structure shall be a separate account.

11.4 **Committee for Drug and Alcohol Abuse**

A maximum of five (5) members, appointed by the President, shall comprise the Committee for Drug and Alcohol Abuse.

11.5 **Health, Welfare and Pension Committee**

Three (3) members shall be appointed by the Executive Board to serve with the Business Manager/Secretary Treasurer on the Board of Trustees governing the operation of the Boilermakers Trade Advancement and Apprenticeship Trust Fund.

11.6 **By-Laws Committee**

In addition to the above Lodge Standing Committees, there shall be a By-Laws Committee consisting of a maximum of five (5) members who shall perform those duties as specified in the Constitution.

12 **MISCELLANEOUS**

12.1 The official business of this Brotherhood shall be conducted only by its members assembled in regular or duly called special meetings or its duly authorized officers and representatives, in accordance with the International Brotherhood Constitution and these By-Laws.

12.2 No funds of this Lodge shall be deposited in any savings institution not covered by the Federal Deposit Insurance Corporation nor invested in anything other than Government bonds without prior approval by the International President

12.3 No Lodge funds may be used for the personal relief or support of anyone, member or non-member of the Lodge, except for payment of the Death Benefit for retired members or for Sick Dues for a sick or disabled member of the Lodge, by vote of the Lodge. The Committee for the Sick and Distressed shall help needy members secure assistance from appropriate community and government agencies.

12.4 No Lodge funds may be used for social functions, community projects or programs, or other expenditures not provided for in these By-Laws or the Constitution, unless such expenditures are for the purposes and objectives set forth in the Constitution and have been approved in advance by the International President, based upon the Lodge's financial standing.

12.5 Any voluntary contribution collection made in the name of this Lodge (i.e., for a sick member, one in financial distress resulting from fire or storm damage, a local union for which an assistance plea has been issued, etc.) must first have been approved by majority vote of the members at the regular or special meeting at which the collection was presented for approval, and no person, whether member or non-member of this Lodge, may solicit, demand, or accept funds on behalf of this Lodge without the permission of the Lodge or the Business Manager/Secretary-Treasurer, as appropriate, or the International President.

12.6 Stewards shall accept no monies in payment of Union dues, fees, assessments, contributions, or donations of any kind, unless specifically authorized to do so by the Business Manager/Secretary-Treasurer. Any dues payment which a steward may agree to transmit to the Business Manager/Secretary-Treasurer on behalf of any member

must be accepted with the understanding that the steward may not accept funds to be applied as dues payment for a specifically named month or period, and that the receipt which he gives does not constitute acknowledgement of payment of dues for a specifically named month or period. Such funds must be transmitted promptly; however, it is the responsibility of each individual to see that his dues are current and timely. Lodge funds may not be used to pay per capita for members whose dues have not been received.

- 12.7 The day-to-day business operations of the Lodge, including management of its building(s) and properties, shall be the responsibility of the Business Manager/Secretary-Treasurer. Property matters requiring major expenditures of funds (such as new buildings, building additions or major alterations, purchase of vehicles, and similar proposals) and any sale of property or equipment belonging to the Lodge shall require approval by majority vote of the Lodge at a regular or special meeting; major expenditures and disposal of major properties of the Lodge shall also require the International Presidents approval in advance.
- 12.8 No member may hold any Lodge office, or serve as a steward, (unless excused for vacation or illness) who is not actively working under a labor agreement between his employer and the Union, except that a shop member on temporary layoff not to exceed two weeks and a construction member who is between jobs and registered and available for referral shall not be considered unemployed for purposes of this provision, so long as the member can and does perform the duties of his office in a proper and timely manner.
- 12.9 Any Lodge official who is appointed by his employer to a position outside the bargaining unit must resign his office or position. However, filling such an assignment on a strictly temporary, short-term basis, such as substituting during illness or vacations or on a weekend, etc., shall not be considered appointment to that position for purposes of this provision.
- 12.10 The International Brotherhood Constitution shall govern in filling vacancies in office. Reasonable notice shall be given, in a manner calculated to reach all members, before filling any vacancy.
- 12.11 It shall be the responsibility of each individual member to inform the Lodge office whenever there is a change in the member's name, address, or telephone number.
- 12.12 No member shall attend any Union meeting, serve on any picket line, or appear at the Lodge office intoxicated or under the influence of any illegal drug, or with weapons in his possession.
- 12.13 No loitering, profanity, gambling, use of any form of intoxicants or illegal drugs, violence, or any other unseemly behavior in or about the Lodge office will be tolerated.
- 12.14 Upon becoming eligible for reclassification from any subjourneyman classification to a Journeyman Boilermaker (mechanic) classification, each individual must apply for reclassification promptly. If needed, time payment may be arranged in accordance with 9.3 of these By-Laws.
- 12.15 All forms of compensation for Lodge officials must be set forth in these By-Laws in detail. No additional compensation or benefits may be granted without approval by majority vote of the members in accordance with the Constitution, and approval by the International President shall be required. Any remuneration not provided for under the Constitution or these By-Laws shall be deemed illegal disposal of Lodge funds.
- 12.16 Meeting attendance requirements for eligibility for nomination and election as a Delegate to the International Brotherhood Convention shall be the same as for nomination and election to Lodge office.

- 12.17 The Lodge's clerical employees shall work under the Business Manager/Secretary Treasurer and shall be under his supervision and responsible to him.
- 12.18 No person who has been a member of the Communist Party or who has been convicted, or served any part of a prison term resulting from conviction of robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury, forgery, counterfeiting, or conspiracy to commit any such crime(s), shall be eligible for election or appointment to, nor shall any such person be allowed to serve in, any office, job, or official position in this Lodge for a period of twenty (20) years after the termination of his membership in the Communist Party, or for a period of three (3) years to thirteen (13) years after the date of his conviction or of his release from incarceration resulting from his conviction (whichever is later), in accordance with applicable law. However, under no circumstances will any person be eligible to hold office who is not bondable under normal bonding requirements.
- 12.19 Whenever used in these By-Laws, the masculine pronoun shall include the masculine and feminine gender.
- 12.20 Any member who is not bondable under normal bonding requirements shall not be eligible to run for or hold office in this Lodge.
- 12.21 The Lodge has established a custom of holding an annual social gathering to promote unity, harmony, and a closer relationship among our members and their families. The custom will be continued, subject to approval annually by the membership at a regular meeting, and with prior approval by the International President based upon the Lodge's financial standing. However, no such gathering shall be held when the Lodge's total liquid assets are or would thereby be lessened to under \$100,000.00.
- 12.22 This Lodge shall actively recruit and accept Construction Boilermaker Journeyman Trainees, Subjourneymen, and Apprentices in accordance with the applicable labor agreement and the International Brotherhood Constitution.
- 12.23 Except for the \$10.00 per day allowance specifically granted under these By-Laws for the Business Manager/Secretary-Treasurer and each Assistant Business Manager he is authorized to employ, no allowance which is or may be established under the provisions of these By-Laws shall be payable for any month in which payment of such allowance would result in an excess of expenditures over income or would cause the Lodge's total liquid assets to drop below \$100,000.00. This provision shall not apply to reimbursement of incurred expenses unless otherwise specified.
- 12.24 The Business Manager/Secretary-Treasurer shall be a delegate to all appropriate conventions, conferences, and similar functions. Business Agents in each respective area and those who hold the position of Vice-President on Provincial Councils will also be delegates to appropriate conventions (other than the International Brotherhood Convention). All other delegates shall be nominated and elected by written secret ballot.
- 12.25 It shall be the sacred and solemn obligation of any member who has knowledge of graft, bribery or corruption or any violation of the International Brotherhood Constitution to bring the matter to the attention of the Business Manager/Secretary-Treasurer or Executive Board.

13 **SAVING CLAUSES**

- 13.1 All financial obligations imposed by or under these By-Laws or the International Brotherhood Constitution and in conformity therewith, are legal obligations of the members upon whom imposed and shall be enforceable in a court of law.

13.2 Should any provision of these By-Laws be declared invalid or inoperative by any competent authority of Federal or State Government, the Lodge shall have the authority to suspend operation of that provision during the period of its invalidity; however, neither the remainder of these By-Laws nor the application of that provision to persons or circumstances other than those as to which it has been so declared shall be affected by such declaration.

14 **INTERNATIONAL BROTHERHOOD CONSTITUTION**

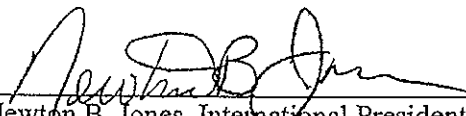
The International Brotherhood Constitution as adopted by the members in Consolidated Convention is the governing document for International Brotherhood and its affiliated bodies, including District and Local Lodges, and, should any provision of these By-Laws be found inconsistent with said Constitution, the latter shall prevail. All provisions of said Constitution are hereby incorporated into these By-Laws by reference as though fully set forth herein.

BY-LAWS COMMITTEE:

James McKeary - Chairman
Jim Binns
Jeny Burke
Jim Spencer
Tom Crossley

LOCAL LODGE 128 BY-LAWS
FILE: L-128-BL

APPROVED:



Newton B. Jones, International President
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers

EFFECTIVE DATE: September 1, 2009

**REFERRAL
And
OUT-OF-WORK LIST RULES
FOR
LOCAL LODGE # 128
International Brotherhood
Of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers
AFL-CIO CF of L
1991**

**ARTICLE 1
OUT-OF-WORK LIST**

- 1.0 Members shall be dispatched from the out-of-work list in a fair and impartial manner. The dispatch wicket shall be open from 8:00 a.m. to 400 p.m. Monday thru Friday inclusive.

**ARTICLE 2
TWO LIST SYSTEM**

- 2.0 Local 128 has established a two list system, whereby a member can place his/her name on both lists. One being a long term and the other being a short term. The short term list will be fourteen (14) working days or less.

Referral calls of a short term nature will be dispatched from the short term list and upon completion, the members name will go to the bottom of the short term list and still maintain his/her position on the long term list.

The deadline of fourteen (14) working days shall be strictly adhered to.

Referral calls from the long term list will result in the member's name being automatically removed from the short term list.

If a member is dispatched from the short term list he/she will not receive a call from the long term list while he/she is employed.

If he/she voluntarily quits or is fired for just cause, he/she shall be automatically placed on the bottom of both lists.

- 2.1 Members requested 1 in 4 will automatically be removed from both lists regardless of length of job.

**ARTICLE 3
"WILL CALL - INACTIVE LIST"**

- 3.0 There will be established a "Will Call - Inactive List", to cover members who are not actively available for employment under the jurisdiction of Local 128. This will include but, not be limited to:

- a) Members working outside the trade
- b) Worker compensation claimants
- c) Sickness (Long Term Disability and Disability) etc.

When a member desires to be placed back on the active members list, he/she will be placed at the bottom of the short term list and slotted back in his/her original position on the long term list at the date of removal.

- 3.1 It is incumbent upon the individual member to report to the Business Manager/Secretary Treasurer or his designee that he/she is unavailable for work. At this point he/she will be placed on the "Will Call - Inactive List". (When the member informs the Business Manager/Secretary Treasurer that he/she is available for work, he/she shall be placed back in their regular place on the long term list and inserted at the bottom of the short term list.) Failure to comply with the above shall result in the member's name being totally removed from the out of work list, and not placed back until the member requests the same from the Business Manager/Secretary Treasurer or his designee.

ARTICLE 4
REFERRAL RULES

- 4.0 All members out of work and soliciting assistance from the Local to find work, must register for work on the prescribed out of work list.
- 4.1 The Business Manger shall be empowered to select at his discretion for job dispatch if:
- 4.1.1 The work to be performed requires a special skill;
- 4.1.2 For compassionate reasons, acceptable to the Business Manager/Secretary Treasurer;
- 4.1.3 The best interest of the Local Lodge is being served.
- 4.2 On completion of job, member(s) must return referral slips to the Union Office or inform the Business Manager/Secretary Treasurer or his designee of completion of employment. Under no circumstances shall a member remain on a company payroll without written approval of the Business Manager/Secretary Treasurer or his designee.
- 4.3 Any member found with his/her name on two (2) or more out of work lists shall be subject to a fie of up to Five Hundred Dollars (\$500.00) and his/her name shall be placed on the bottom of the out of work list of his/her choice.
- 4.4 Where practicable, the job steward shall work on all overtime.
- 4.5 No job shall work without a job steward or Foreman where applicable, unless given permission by the Business Manager/Secretary Treasurer.
- 4.6 Companies requesting a foreman or worker from the out of work list must do so in writing on company stationery.
- A member hired as a foreman shall be laid off as a foreman. Any foreman or worker who leaves a job before completion must have his/her name on the out of work list thirty (30) days before he can be requested. This is to be strictly enforced.
- 4.7 Any member employed in the capacity above the rank of assistant foreman, shall refrain from working with the tools, except to the extent necessary to instruct or inspect the employee's work. Failure to comply will result in a fine of up to Five Hundred Dollars (\$500.00).
- 4.8 In order to assist the Business Manager/Secretary Treasurer in keeping out of work lists up to date, Assistant Business Agents must send a copy of their out of work lists as required.
- 4.9 Members accepting a work hiring slip or job from the Business office and returning same without a reasonable excuse, must do so within twenty four (24) hours. Failure to do this will result in members' name being placed on the bottom of both out of work lists.

- 4.10 Members working under the jurisdiction of Local 128 who voluntarily quit or get fired from a job without reasonable excuse acceptable to the Business Manager/Secretary Treasurer or his designee, shall be liable to appear before the Business Manager/Secretary Treasurer which may result in a suspension from the out of work list for a period not to exceed thirty (30) calendar days.
- 4.11 Mechanics registered on the out of work list wishing to transfer their name to the welders list, shall have in their possession three (3) current of the following tickets, F6F4, F6TIG. F4THRU.
- 4.12 Members of Local 128 working outside the jurisdiction of Local 128 shall pay full dues.
- 4.13 Probationary non members and Travel Card members who are working under the Jurisdiction of Local 128 shall not be allowed to voluntarily quit a job unless given consent from the Business Manager/Secretary Treasurer or his designee. Violation of this provision will result in the individual(s) having their employment privileges in Local 128 terminated.

**ARTICLE 5
PERMIT FEE STRUCTURE**

- 5.0 Permit members who are employed under the jurisdiction of Local 128 shall be entitled to pay two months basic dues prior to the commencement of employment.

**ARTICLE 6
RETIRED MEMBERS**

- 6.0 When a member is in receipt of a Pension from the Boilermakers National Pension Plan he shall if he so desires be placed on the retired members list. Retired members will be dispatched if available after travel cards and before permit workers.

**ARTICLE 7
APPRENTICES**

- 7.0 Apprentices shall register their names with the Business Representative in their area. Apprentices shall not be allowed to refuse or quit employment. Apprentices must adhere to all rules and regulations responsible to them from the Local Apprenticeship Committee. Any violations of this procedure will result in said Apprentice appearing before the Local Apprenticeship Committee.