

# March Newsletter

March 25<sup>th</sup>, 2015

Dear Brothers and Sisters:

The next **Regular Monthly Meeting** will be held on **Saturday, April 18<sup>th</sup>, 2015** at the OFL Building, 15 Gervais Drive, Don Mills, Ontario. The meeting will commence at 9:30am.

The **Sarnia Area Information Meeting** will be held on **Wednesday, April 22<sup>nd</sup>, 2015** at the Pipefitters Hall on Confederation Street, starting at 5:00pm (4<sup>th</sup> Wednesday of the Month).

There will be **NO** Hamilton Area Information Meeting this month.

## Special Notice:

The following proposed By-Law changes will be debated and voted upon at the April 18<sup>th</sup>, 2015 General Meeting.

# \*\*\* NOTICE OF MOTION \*\*\*

## RULES AND BY-LAWS – TABLED RECOMMENDATIONS

- (1) **Article 4, Section 1(a):** Union dues of 2% of the mechanics total package per hour, plus an additional ten cents [\$0.10] per hour to cover members' dues when unemployed. In addition, there will be such amount of funding deducted for the Local 95 Market Recovery Program as deemed by the membership, be it an increase, or decrease. This would be done by notice of motion. All eligible members shall participate.  
**Suggested Change:** Remove "In addition, there will be such amount of funding deducted for the Local 95 Market Recovery Program as deemed by the membership, be it an increase, or decrease. This would be done by notice of motion. All eligible members shall participate."  
**Recommendation: The Committee Recommends Non-Concurrent**
- (2) **Article 4, Section 1(b):** A minimum of double the per capita tax is payable monthly for a member who is on a Travel Card or for unemployed members who have voluntarily terminated their employment, been dismissed with just cause, or have refused [their 3 job limit].  
**Suggested Change:** Replace bracketed wording with "A Job in their Area".  
**Recommendation: The Committee Recommends Concurrent**
- (3) **Article 4, Section 3:** An apprentice shall pay two-hundred and fifty dollars [\$250.00] upon initiation, and he/she shall pay a further two-hundred and fifty dollars [\$250.00] upon elevation to mechanic status. The initiation fee of

mechanic shall be five hundred dollars (\$500.00). Apprentices shall pay the initial two hundred and fifty dollars (\$250.00) prior to the completion of their 1200 hour probationary period. The remaining two hundred and fifty dollars (\$250.00) shall be payable at any time before he/she receives upgrading to mechanic status. In the event that the apprentice has not made full payment by the time the apprentice is eligible for mechanic status, the upgrading will be withheld until such time as full payment is made. Also, the apprentice will be treated as being in arrears to Local 95 if the obligations to payment are ignored.

**Suggested Change:** this text with the following: The payment of initiation fees shall be set as follows:

- a. An apprentice shall pay two hundred and fifty dollars (\$250.00) prior to the completion of their probationary period.
- b. further two hundred and fifty dollars (\$250.00) shall be paid at any time prior to he/ she being upgraded to mechanic status.
- c. In the event that an apprentice has failed to pay the specified fees before either deadline; the upgrading will be withheld until such time as full payment is made. Any apprentice found to be ignoring the obligations of payment will be treated as being in arrears to Local 95.

**Recommendation: The Committee Recommends Concurrent**

- (4) **Article 4 Section 5:** Fifty cents (\$0.50) to the Local 95 Market Recovery Fund if applicable.

**Suggested change:** Delete section 5.

**Recommendation: The Committee Recommends Concurrent**

- (5) **Article 5: Section 5:** Any financial business exceeding an expenditure of Ten Thousand Dollars (\$10,000.00) shall normally require a notice of motion. However, due to the time constraints of the notice of motion procedure, this is sometimes not feasible. If a situation occurs such as this, the expenditure can only be made with the approval of the full time Officers, President, Vice President, Executive Board, and Trustees.

**Suggested Change:** Add a sub- clause to read "This expenditure must be confirmed at the next monthly meeting with the notice of the expenditure, and vote of confirmation given in the newsletter announcing said meeting. All reasonable attempts must be made to limit the financial burden to the Union, should the expenditure be cancelled."

**Recommendation: The Committee Recommends Non-Concurrent**

- (6) **Article 7 Section 3:** Travel expenses and other special called meetings shall be paid at a rate of forty seven cents (\$.47) per kilometer from the members' home (return).

**Suggested Change:** Travel expenses and other Union business shall be paid at a rate of fifty three cents (\$.53) per kilometer from the members' home (return).

**Recommendation: The Committee Recommends Concurrent**

- (7) **Article 7 Section 4:** Any member who is elected to one of the full time officers' positions, must agree to maintain a residence within one hours commuting distance of Toronto City Hall. If a member is elected to one of the full time officers' positions and has to move his or her residence, this shall be at the members' own expense.

**Suggested Change:** Delete section 4

**Recommendation: The Committee Recommends Concurrent**

- (8) **Article 9, Stewards Section 6:** Job and area stewards shall attend all available local area union meetings. Job or area stewards shall make it their duty to attend all available local area information meetings, and failure to meet their obligations without justifiable reasons may result in he/ she being removed as job, or area steward.

**Suggested Change:** Area stewards are required to attend the monthly general Union meeting held in Toronto. Job stewards shall make it their duty to attend their area information meetings. Failure to meet these obligations without justifiable reasons may result in he/ she being removed as steward.

**Recommendation: The Committee Recommends Non-Concurrent**

**The committee recommends the following change to Article 9, Section 6:**

- a. Job and area stewards shall attend all monthly general meetings and special called meetings
- b. Job or area stewards shall make it their duty to attend all available local area information meetings

c. Failure to meet their obligations without justifiable reasons may result in he/ she being removed as job, or area steward.

**Recommendation: The Committee Recommends Concurrent**

**(9) Article 10, Office hours:** The Union office shall be open to transact official business of the local between the hours of 8:30 a.m. and 4:00 p.m. Monday to Thursday and from 8:30 a.m. and 12:00 p.m. Fridays, except for statutory holidays or other authorized closing for any reason as determined by the business manager.

**Suggested Change:** It was suggested as follows; "As of the most recent collective agreement there exists the possibility of our members working a forty-hour week. As such, a discussion should occur as to whether it is in the best interest of the union to extend the office hours to correspond to the new work week or whether an officer should be "on-call" on Friday afternoons in case a situation arises that requires immediate attention."

**Recommendation: The Committee Recommends Non-Concurrent**

**(10) Article 11 Section 20: Add (a) (b) (c) to the following paragraphs so they would read:**

a. Members who while employed on a job site that is working four nines and a holiday occurs on a Friday shall only work four eights that week unless in receipt of overtime pay.

b. Overtime: All overtime is to be reported to the union office, area steward, or full time Officer.

Wherever possible it will be reported prior to being worked. If it is not possible, it will be reported the following business day without delay.

c. It shall be the responsibility of the job site steward or foreman to report the overtime. If this is not feasible, it shall be the responsibility of the individual who is working the overtime to report it.

**Recommendation: The Committee Recommends Concurrent**

**The committee recommends the following change to Article 11, Section 20(b):**

(b) Overtime: All overtime is to be reported to the union office, area steward, or full time Officer. It shall be reported prior to being worked by one of the following:

- email [officers@insulators95.com](mailto:officers@insulators95.com)

- phoning or texting to any of the Officer's or Area Steward's cell numbers

- phoning local 95 Union Office

**Recommendation: The Committee Recommends Concurrent**

**(11) Article 14: Add numbered sections with sub clause for better references. If amended, it will read:**

### **Section 1: HIRING HALL PROCEDURES**

a. The following are the eleven listed municipalities for hiring in the province of Ontario:

01. Cornwall

05. London

09. Thunder Bay

02. Hamilton

06. Ottawa

10. Toronto

03. Kingston

07. Sarnia

11. Windsor

04. Kitchener

08. Sudbury

N.B.: Douglas Point although recognized by Local 95 as a local hiring hall, it is not established as one in the collective agreement. For the purpose of the Living Allowance Trust Fund, members on the Douglas Point hiring hall list must either declare Kitchener, or London as their listed municipality.

b. Members shall belong to one (1) self- designated municipality. Each listed municipality shall have its own hiring hall list. The geographic area of each listed municipality will be in accordance to the Local Building Trades Boundaries wherever possible. Hiring hall procedures will be adhered to as per the collective agreements. If no procedures are specified within a collective agreement, then the members will be dispatched according to their layoff dates.

c. Where there are no provisions for name hire in a collective agreement, an employer MAY be permitted to name hire a foreman.

### **Section 2: TRANSFER PROCEDURES**

a. If a member wishes to transfer from one listed municipality to another, that member must submit

their request in writing to the Union Office and agree to remain on that list for at least two (2) years, before being eligible to transfer again. Apprentices wishing to transfer must make a special written request to the Executive Board.

**b.** If a member transfers to another listed municipality and does not relocate his/her residence, then they relinquish the right to receive living allowance from both his/her home municipality, and the municipality to which they have transferred.

- c.**
- (i)** Any member who transfers from one listed municipality to another, shall have their name placed on the bottom of the list that they are transferring to, effective the day the transfer is approved
  - (ii)** Their layoff date will only change for the list that they are transferring to, it will not affect their position on the provincial out of work list. The member who transfers will not be eligible to be name hired for their new local list until such time as one full rotation of their new list occurs
  - (iii)** The Executive Board reserves the right to review transfer requests, and the member may be required to appear before the Executive Board to explain the reasons for their transfer request. Transfers will not be unreasonably denied.
  - (iv)** No transfers will be allowed while a member is employed
  - (v)** Any member who transfers into Local 95 from a sister local, or is a reinstatement, or returning a withdrawal card, will be placed on the bottom of the appropriate local and provincial out of work lists. His/her layoff date will be the day that the transfer, reinstatement, or withdrawal card return is approved. These members shall not be eligible for name hire until such time as one full rotation of their local hiring hall list occurs

#### **Section 4: ZONES**

- a.** When employment opportunities occur and the manpower requirements cannot be met within a listed municipality, the dispatcher shall contact other listed municipalities, and dispatch by layoff date in order to meet the manpower requirements. This can only be done if there are no specified procedures with the collective agreement
- b.** Members who become unemployed are required to contact the dispatcher within one (1) working day of their layoff. Members reporting any later will be placed on the list as per their reporting date.
- c.**
- (i)** it is the responsibility of the member to inform the dispatcher whether or not that member is interested in accepting employment outside his/her own listed municipality
  - (ii)** After a member has placed his/her name on the unemployed list, once a job becomes available to that member, the dispatcher will contact him/her during business hours
  - (iii)** It is up to the individual member to leave a current number where he/she, or his/hers authorized contact may be reached.
  - (iv)** Once a member has been dispatched, a referral slip will have the date, the members' classification, company referred to, and an authorized signature written on it.

#### **Section 5: OVERLAPPING ZONES**

- a.** When a job order is received by Local 95, the dispatcher will decide which Local 95 hiring hall the job will be dispatched from. This is decided by the area jurisdiction set by the local building trade councils.
- b.** If a job order cannot be filled from the appropriate local hiring hall list, the dispatcher will first go to an overlapping area hiring hall list to fill the job order. If there is no overlapping zone, or the overlapping area has no members available, the dispatcher will fill the job order from the Provincial out of work list.
- c.** To be considered an overlapping zone, the jobsite must fall within the fifty (SO) mile radius ring of the overlapping hiring hall.
- d.** In the case of more than one area overlapping a jobsite, the following formula will be used:
- (i)** The dispatcher upon receiving the job order will first dispatch the job from the appropriate hiring hall based on building trade zones.
  - (ii)** When the manpower is exhausted in the local hiring hall, the dispatcher will look to overlapping zones.
- e.**
- (i)** If there is more than one overlapping zone to the jobsite, the dispatcher will dispatch the job

from the overlapping area which is closer to the actual jobsite

(ii) When the supply of labour is exhausted from this area, the dispatcher will then fill the job order from the next closest overlapping area

(iii) When the supply of labour is exhausted from all overlapping areas, the dispatcher will then fill the job order from the Provincial out of work list

## **Section 6: DISPATCHING**

- a. The dispatcher will fill job orders as required. The dispatcher will contact members according to the list, and if a member is not available, will work down the list until the job requirements have been met.
- b. A member may refuse two (2) jobs without penalty. If a member refuses a third job, their name will be put to the bottom of the list.
- c. Any number of refusals for work outside of a members listed municipality constitutes one refusal only.
- d. If a member continually refuses to accept jobs, then at the discretion of the full time officers, that members name may be taken off the list after the Business Manager has spoken to the member to ascertain as to why the member continues to refuse employment
- e. When that member is ready to accept employment, he/she may contact the office and have their name placed at the bottom of the list
- f. If a member has been dispatched and does not report for work, and has no valid reason, they will be placed at the bottom of the list when they report back to the dispatcher. The member may also be charged under Article XXIV: Section 1(a) of the Constitution.
- g. Members who quit, or are fired with just cause, or request a layoff, shall not be eligible for a name hire for a period of thirty (30) days
- h. Any member who is unemployed and on the Local 95 Fund Assistance Benefit who refuses any job in their listed municipality, shall be disqualified for this benefit

## **Section 7: LAYOFFS**

- a. If a member is laid off after working twenty one (21) days or less for a contractor, then the number of days the member worked is added to their original layoff date, to give that member a new layoff date for the unemployed list.
- b. Members requesting layoffs, quitting without just cause, or being terminated with cause will not be eligible to take advantage of the twenty one (21) day rule. If a member works more than twenty one (21) days, they will be placed on the bottom of the unemployed list
- c. No member is allowed to place his/her name on the out of work list, after their employment has ended with a signatory contractor until they have left the premises of the owner client, or employer. If a member is found to be in contravention of this provision, he or she will be added to the unemployed list at the end of the group laid off for that day.
- d. For any member who accepts a name hire, the twenty one (21) day rule does not apply. A job refusal of a name hire will not be counted as such
- e. Any member who applies for, or is collecting Employment Insurance {E.I.) must have their name on the out of work list (sick benefits excluded). Contravention of this provision shall be dealt with as circumventing the hiring hall.

### **Recommendation: The Committee Recommends Concurrent/Non-Concurrent**

**(12) Article 14 Section 6 (b):** "A member may refuse two (2) jobs without penalty. If the member refuses a third job, their name will be put to the bottom of the list."

**Suggested Change:** Change to: A member may refuse two (2) jobs without penalty on the list. If a member refuses a third job, their name will be put to the bottom of the list.

### **Recommendation: The Committee Recommends Concurrent**

### **The committee recommends the following also to Article 14 Section 6 and add subsection**

- (i) A member has 24 hours to contact the dispatcher after being contacted for a job request, failure to do so

will result as a job refusal and the member will not receive any future job request calls until contacting the dispatcher. The dispatcher will continue filling the job request as per subsection (a) of this section.

**Recommendation: The Committee Recommends Concurrent**

**(13) Article 14 Section 6 (g):** "Members who quit, or are fired with just cause, or request a layoff shall not be eligible for a name hire for a period of thirty (30) days."

**Suggested Change:** Members who quit, or are fired with just cause, or request a layoff, shall not be eligible for dispatch for fifteen (15) days, and will not be eligible for a name hire for a period of thirty (30) days.

**Recommendation: The Committee Recommends Concurrent**

**(14) Article 14: Section 7:** Add a sub-clause stating whether or not show up days (rainouts, etc.) will be counted in the 21 days, or not.

**Recommendation: The Committee Recommends Non-Concurrent**

**(15) Add a sub-clause stating that there will be no 4 day weeks. Every week employed will be counted as 5 days worked, unless one of those days is a statutory holiday.**

*\*\*\*\*\* to be added to Article 14 Section 7 new sub clause (f)*

**Recommendation: The Committee Recommends Concurrent**

**(16) Article 17: UNION VEHICLES**

**Suggested changes:** Add a sub-clause to read "The business manager shall make every reasonable, prudent, cost effective effort to buy Canadian Union made vehicles."

**Recommendation: The Committee Recommends Concurrent**

**(17) Article 18: EMPLOYMENT INSURANCE (E.1.)**

**Suggested change:** Delete this article.

**Recommendation: The Committee Recommends Concurrent**

**(18) IF MEMBERSHIP AGREES TO DELETE ARTICLE 18 THEN THE COMMITTEE RECOMMENDS THE LATER ARTICLES MOVE UP IN POSITIONS TO FILL THE VOID**

(Article 19 becomes new Article 18, Article 20 becomes the new Article 19 and so on)

**Recommendation: The Committee Recommends Concurrent**

**(19) Article 19: Section 2:** All members of Local 95 who are "Active contributing members" will be eligible for the sum of Five Hundred (\$500.00) dollars in the event of the death of an immediate family member, which will include father, mother, legal spouse, brother, sister, son, and daughter. A copy of the death certificate must be presented for eligibility.

**Suggested Change:** Amend the list of family members to include: Spouse, including married or unmarried couples of the same, or opposite sex; parent, step- parent, foster parent, child, stepchild, foster child, grandparent, step-grandparent, grandchild, step- grandchild, of the members or members spouse; or a relative of the member who is dependent on the employee for care or assistance.

**Recommendation: The Committee Recommends Non-Concurrent**

## **RULES AND BY-LAWS: PREVIOUS BY-LAWS FROM MINUTES**

Please note the following By-Law has already been approved by duly carried motions from the past minutes of Local 95. These By-Laws will require a two-thirds [2/3] majority to rescind them, should the membership wish to do so.

**SECTION 3: TRAVEL CARD SIX MONTH RULE** has been deleted by the Executive Board and replaced with the following:

### **NEW TRAVEL CARD RULES**

- a. A member on a travel card will have his/her name removed from the list once the travel card is accepted at one of our Sister locals. The member will not be offered any jobs until their travel card is returned. Once the members travel card is returned, the member will be put back onto their area list with their original layoff date
- b. A member will not be dispatched to any jobs until ALL financial obligations to Local 95 are current. (i.e. Travel card dues, Dues assessments, etc.)

**As passed by the Executive Board August 1<sup>st</sup>, 2014.**

## **\*SPECIAL NOTICE\***

### **NOMINATIONS:**

At the March 21<sup>st</sup>, 2015 **Regular Monthly Meeting**, nominations for the Canadian Conference Election were held. The nominees are as follows:

- |                          |               |                          |               |
|--------------------------|---------------|--------------------------|---------------|
| <input type="checkbox"/> | Ken Brennan   | <input type="checkbox"/> | Garry Farrell |
| <input type="checkbox"/> | John Casey    | <input type="checkbox"/> | Phil James    |
| <input type="checkbox"/> | Brett Cashman | <input type="checkbox"/> | Brian Kinrade |
| <input type="checkbox"/> | Bob Churly    | <input type="checkbox"/> | Kris Martin   |

Nominations and elections for the Canadian Conference shall be as outlined in Article 20 of the International Constitution and Bylaws:

*In order to run for any office, the following criteria must be met:*

1. *Must have been a member for at least five [5] years and at least two [2] as a mechanic.*
2. *Must have been in attendance of the majority of the previous twelve [12] months regular general meetings held in Toronto of Local 95, prior to nominations (nomination meeting excluded).*
3. *All financial obligations to the Local must be up to date at the time of nomination.*

**NOTE:** Voting will take place at the April Regular Monthly Meeting, to be held on Saturday, April 18<sup>th</sup>, 2015, at the OFL Building, 15 Gervais Drive, Don Mills, Ontario. The vote will commence at 9:30am and will finish at 11:00am. **Only mechanics/journeypersons in good standing can vote.**

# **REMINDERS**

## **Toronto Golf Tournament:**

The Toronto Golf Tournament will be held on Saturday, July 11<sup>th</sup>, 2015 at the Whispering Ridge Golf Club. Tee off time is at 8am sharp! The fee is \$95.00 per person.

If you are interested, please contact David Grouette at 905-376-2453 for more information.

## **Local 95 – 75<sup>th</sup> Anniversary!**

Just a reminder that Local 95 will be celebrating its 75<sup>th</sup> anniversary on July 16<sup>th</sup>, 2016. We have booked the Fairmont Hotel (formerly known as The Royal York) for this special occasion. Save the date invitations will be mailed out soon!

Fraternally yours,

David Gardner,  
Business Manager