

# BY-LAWS OF UNIFOR LOCAL 1090

## **1. Name**

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1.01 This organization shall be known as “Unifor Local 1090”.

## **2. Object**

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2.01 The objectives of the Local Union include:

- (A) The regulation of labour relations and collective bargaining between employers and employees;
- (B) To bind together all workers of the various units of Local 1090;
- (C) To bargain for wages in accordance with existing economic conditions;
- (D) To protect our right to bargain collectively with our employers at all times, and;
- (E) To promote a better and clearer understanding between employers and employees at all times.

## **3. Constitution And By-Laws**

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3.01 The Constitution of this Local Union shall be the Constitution of the National Union. Unifor, and these By-Laws, shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.

## **4. Fiscal Year**

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4.01 The fiscal year of this Local Union shall begin on January 1 and end on December 31.

## **5. Membership**

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5.01 The Local Union shall be composed of workers eligible for membership in Unifor, over whom the Local Union has jurisdiction.

5.02 Each member in good standing of this Local Union has the right to nominate and vote, express opinions on all subjects before the Local Union, to attend all membership meetings and express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting; to meet and assemble freely with other members and generally, to participate in the activities of the Local Union in a responsible manner consistent with good

conscience in order to present and discuss factually and honestly the issues upon which the membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, By-Laws and other official rules of the Local Union.

A member in exercising the foregoing rights and privileges shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to, either the Local or National Union as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or the National Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the National Union.

Violation, or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, may be grounds for the commencement of a charge against a member pursuant to Article 18 of the National Union Constitution.

**5.03** The membership shall strive to obtain the objectives set forth in the Constitution and additional objectives as established as the policy of the National Union; to maintain free relations with other organizations; to do all in its power to strengthen and promote the labour movement; to co-operate with National Board Members, the National Representatives and help promote organizational activities.

**5.04** Temporary part time employees will be deemed as non seniority members as is a probationary employee. Temporary part time members will be eligible to exercise the democratic right to participate in all business of the Local Union, including voting procedures of the Local. Temporary part time members will not be eligible to run as a candidate in any election or office until he/she has become a seniority member.

## **6. Membership Meetings**

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**6.01** There will be four (4) membership meetings a year, time and date to be chosen by the Executive Board.

**6.02** Twenty-five (25) members shall constitute a quorum for the General Membership Meeting.

**6.03** In the event that a quorum is not present within fifteen (15) minutes after the scheduled start time for beginning a membership meeting, the Chairperson shall

declare all business referred to the Executive Board and shall adjourn the meeting.

**6.04** Admission to a membership meeting shall only be upon furnishing satisfactory proof of good standing.

**6.05** Any member who attends a meeting under the influence of alcohol or drugs and/or creates a disturbance, or becomes unruly shall lose voice and her/his right to vote at said meeting. Where necessary to maintain order, the member may be evicted from the meeting by order of the Chairperson subject to the challenge of the membership. Flagrant or persistent violation of this section by any member shall be conduct unbecoming a union member.

**6.06** Questions of a parliamentary nature shall be decided by Bourinot's Rules of Order.

## **7. Powers of Administration**

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**7.01** The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution or By-Laws.

**7.02** Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval, but the Executive Board may not take action affecting the vital interests of the Local Union without prior membership approval.

**7.03** Between meetings of the Executive Board, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted, to the Executive Board subject to subsequent approval of the Executive Board.

**7.04** The Executive Board shall be the governing body in respect to the Local Union Hall.

## **8. Local Union Officers**

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**8.01** The Local Union shall have the following Executive Officers:

- (A) President
- (B) First Vice-President
- (C) Second Vice-President

- (D) Recording Secretary
- (E) Financial Secretary
- (F) Three (3) Trustees
- (G) Sergeant-at-Arms
- (H) Guide

**8.02** Election of Local Union Executive Officers shall take place the months of May and/or June and the installation of these officers shall be the June meeting.

During the month of April, the election committee shall notify the Membership of the dates on which the nominations will be accepted. This shall be at least seven (7) days prior to such dates.

Members who desire to accept nominations for any of the offices outlined in Section 1 shall have seven (7) days from the date of notification of nominations in which to notify the Chairperson of the Election Committee, in writing of their intentions.

All successful candidates elected to fill an executive office shall, upon request, conform to any provincial or federal requirements necessary to represent the membership of Local 1090 (ie. AGCO)

**8.03** The Executive Board shall be composed of the Executive Officers of the Local Union and the Elected Retired Member.

**8.04** At the Local Executive Board's discretion, additional members may be appointed as a "Member-at-Large" who will become a member of the Local Executive Board for the remainder of the current term.

**8.05** The quorum for Executive Board Meetings shall be a minimum of six (6) or more of the Executive Officers.

**8.06** In the event the office of the President becomes vacant, the First Vice-President shall assume office for the balance of the term. In the event any of the other offices become vacant, an election to fill the vacancy shall be held as promptly as possible, providing however, that the President shall have the authority to appoint a member to fill the vacancy with the approval of the Executive Board, until the result of such election shall become known.

Should the 1st Vice-President elect not to assume the office of the President, the Executive Board will meet within seven (7) days to appoint a replacement for the remainder of the term.

- 8.07** Local Union Executive Officers shall have the authority to attend plant or unit meetings.
- 8.08** It shall be the duty of all Executive Officers to attend plant unit meetings to render any assistance possible, if so requested by the Chairperson of the unit.
- 8.09** Among the obligations and responsibilities of, Executive Board Members, Zone Committee persons, members of Standing and Special Committees and Local Union Delegates, is their duty to attend meetings, Standing or Special Committees and delegate bodies of which they are members.
- 8.10** Failure to attend any two out of three consecutive meetings expected of her/his office, without furnishing an acceptable reason for her/his absence, shall result in the members automatic removal from such office or committee.
- 8.11** Any member so removed, who has submitted an excuse for absence which has been rejected by the Executive Board, or Committee, may, if she/he desires, lodge with the Recording Secretary of the Local Union an appeal against the decision. All such appeals under the headings of Executive Board recommendations, and decision, by majority vote, of such meeting, shall be final subject to the decision of any appeal under Article (25) of the Constitution of the National Union.
- 8.12** Any members removed from office for violation of Section 2, shall not be permitted to be a candidate for any office for the balance of the term of the office from which she/he was removed, except as a delegate to the National Convention of our Union.

## **9. Stewards and Committeepersons**

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- 9.01** The Chairperson and Committeepersons of each unit shall be elected plant wide (unless a specific Collective Agreement provides that elections are done by shift or specific satellite unit).
- 9.02** All shop stewards and alternate stewards (where applicable) shall be elected by the group department/shift which he/she represents. One cannot hold two elected positions. If the Collective Agreement allows for the appointment of alternates, such appointments will be made by the unit Chairperson.
- 9.03** All in-plant elected positions shall be elected for the three (3) year term.
- 9.04** In the event that no nomination is put forward to fill an elected position, such position will appointed by the unit Chairperson, approved by the Local President.

- 9.05** A shop steward or committee person may be recalled by the members she/he represents for failure to perform the duties of her/his office.
- 9.06** A vote on the question of recalling a Steward or Committeeperson may be initiated by a petition setting forth the reasons why the recall is sought, and signed by at least fifty percent (50%) of the current members working under the jurisdiction of the Steward or Committeeperson.
- 9.07** Fifty percent (50%) of the current members working under the jurisdiction of the Steward or Committeeperson must be present at the recall meeting to establish a quorum.
- 9.08** A two-thirds (2/3) vote of those present and voting is necessary to recall.
- 9.09** On an appointment, the unit chair may conduct an informal work place election with the consensus of the bargaining committee. In such case in-plant members will be utilized, no lost time will be paid.
- 9.10** All units shall meet regularly. The date and the time of the meetings shall be decided by the unit.

## **10. Standing Committees**

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**10.01** The Local Union shall have the following Committees:

- (A) Constitution and By-Laws
- (B) Education
- (C) Environment
- (D) Recreation
- (E) Community Services
- (F) Human Rights
- (G) Lesbian, Gay, Bisexual and Transgender Workers (LGBT)
- (H) Aboriginal and Racialized Workers
- (I) Workers with Disabilities
- (J) Union in Politics
- (K) Woman's Committee
- (L) Young Workers
- (M) Health and Safety

**10.02** All standing committees will consist of not more than five (5) elected members per committee.

The Local President shall have the authority to add to any standing committee, either by election or appointment, where additional numbers are warranted.

The Chairperson of the Executive Board Trustee shall be determined by the candidate receiving the highest number of votes cast for the trustees. If the candidate receiving the highest votes declines, the position of Chairperson receiving the next highest votes will assume the position.

**10.03** The Constitution and By-Laws committee shall consist of the Local Executive Board.

**10.04** The Local President shall convene each committee as soon after their election as practical for the purpose of electing a Chairperson, Vice-Chairperson, and Secretary.

**10.05** All elected members of each Standing Committee shall be elected for a three (3) year term. Elections for standing committees will take place at the same time as the Local Union Officers elections.

**10.06** A simple majority of any committee shall constitute a quorum.

## **11. Elections and Election Committees**

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**11.01** All elected positions or offices in the Local Union shall be decided by secret ballot.

**11.02** Any member holding a full time position must relinquish said position in order to run for any other full time office or position prior to the election.

**11.03** Any member holding an elected position within their respective unit must relinquish such position in order to run for any other elected position within their respective unit prior to the election.

**11.04** Any Executive Board members wishing to run in any Executive Board by-election must relinquish their existing Executive Board position in order to run prior to the election.

**11.05** The Election Committee shall be nominated and elected in February every three (3) years in the same year as the Local Union Officers are to be elected. The nominations and election will take place at a General Membership Meeting

**11.06** Nominees for the Election Committee must be present at the General Membership Meeting to be eligible to run.

**11.07** Any member of the Elections Committee must relinquish such position in order to be eligible to run in any election prior to the election.

**11.08** No member shall be eligible for election to any elected position in the Local Union until he/she has been in continuous good standing in the Local Union for one (1) year immediately prior to nominations; however, eligibility as a delegate for Unifor Council or Conventions requires a member to be in good standing in the National Union for twelve (12) months immediately preceding the first day of the month in which the convention is held and shall be a member of the Local Union electing her/him for three (3) months immediately preceding the first day of the month in which the election is held.

**11.09** All elections shall be under the supervision of the Election Committee or by a certified chartered accountant or any outside agency which has been retained by the Local Union to conduct any election – such sub-committee must be approved by the Executive Board.

**11.10** Where it is deemed advisable to hold an in-plant vote:

(A) The election Committees are empowered to add to their numbers, sufficient helpers to have at least:

1. Two (2) persons at each box to supervise voting, and;
2. To see that the members shall cast their vote at the place of voting and place the ballot in the box before leaving such place

(B) All boxes must remain closed until the count, and be kept in a locked room where there are at least three (3) locks and each of the keys are to be held by a different member of the election committee.

**11.11** The Local Union will make available an advance poll for members who will not have access to the regular election polls by reason of vacation, jury duty, bereavement, leave of absence, union business, WSIB, sickness, or other known and foreseeable reason or unavoidable circumstances.

**11.12** Candidates for Executive Board and all in-plant (unit) elected positions must receive a majority of votes cast for such positions.

**11.13** In the event where more candidates are nominated than the number of positions to be elected and a majority vote is not achieved, the following formula will be used to contest a run off.

**Singular Position (more than two (2) candidates nominated)**

Run Off will be top two (2) receiving the highest number of votes.

**Multiple Positions**

Two (2) positions with more than three (3) candidates running – Run Off will be top three (3) receiving the highest number of votes;

Three (3) positions with more than four (4) candidates running – Run Off will be top four (4) receiving the highest number of votes;

Etc.

- 11.14** The Local Union will ensure that every means necessary are provided to afford the retirees of Local 1090 a convenient opportunity to vote in Local Elections.

## **12. Local Union Council Meetings**

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- 12.01** There shall be one (1) Local Union Council meeting a month. This meeting shall be held on the 4<sup>th</sup> Wednesday, unless circumstances necessitate a change. Such change shall be appropriately communicated in advance of each month. Meetings shall begin at one (1:00PM) and end at four (4:00PM), except when a two-thirds (2/3) majority vote of the members present shall signify their desire to extend time.

- 12.02** This council shall consist of all members of the Executive Board, each unit Chairperson or the alternate, plus all full-time representatives from all units in the Local Union.

The council shall also consist of members of each unit's bargaining/negotiating committee, plus the Chairperson of each Standing Committee.

- 12.03** An additional delegate from each small unit selected by the Chairperson of the unit is also entitled to attend Council meetings.

- 12.04** A quorum for the meeting shall be seventeen (17) present.

## **13. Local Union Finances/Dues**

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- 13.01** New members of the Local Union shall pay a one-time initiation fee of fifteen dollars (\$15.00).

- 13.02** National Union Dues shall remain as laid down in the Constitution in Article 16, Section 2.

- 13.03** Local Union Dues shall be 46% of two-hours and twenty minutes per month at each member's normal, hourly rate of pay.

For demonstration purposes, a member with a rate of pay at \$20.00/hr would have their Local Union Dues calculated as follows:

**$\$20.00 \times 2.3333 \times 46\% = \$21.47$  per month.**

- 13.04** Each member of the Local Union shall pay fifty cents (\$0.50) per month to the Local 1090 building fund.
- 13.05** The Local Union shall pay a representative or member lost time only when that representative or member is performing necessary duties for and on behalf of the Local Union during the time for which s/he would otherwise be compensated by the employer. The amount of lost time should never exceed the amount which the Local Union representative or member would otherwise have received from her/his employer for the same period of the time which s/he is being compensated by the Local Union. Any member claiming lost time shall be reimbursed for a maximum of up to forty (40) hours per week actual lost time. Overtime will not be paid.
- 13.06** Any donations from the treasury of the Local Union shall not exceed the sum total of two hundred dollars (\$200.00) to any persons, person or organization outside of Unifor. The Local Union may, in an emergency when a larger amount is both necessary and warranted, increase this limit by a two thirds (2/3) vote of the members present at a membership meeting to meet specific requirements of that particular donation.
- 13.07** Such members shall further be reimbursed for or provided transportation to and from the place of meeting and daily or other expenses as determined from time to time (as per Unifor National Office).
- 13.08** Where out of town business does not involve an overnight stay the daily expense may be halved.
- 13.09** The Recording Secretary shall receive the sum of three hundred dollars (\$300.00) annually, payable in December of each year.
- 13.10** Each member of the Executive Board shall receive the sum of two hundred and fifty dollars (\$250.00) annually, payable in June of each year.
- 13.11** A fifteen dollar (\$15.00) meal allowance shall be provided for Election Committee Members when such members spend extended hours performing election duties.

#### **14. Full-Time Local Union Officers**

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- 14.01** The Office of the Local President shall be a full-time position for as long as the Local Union's finances can reasonably support an office.

**14.02** If and when, with the growth of the Local Union, other full-time officers are required, the office(s) will be determined by the Local Union Executive Board.

**14.03** The salary and all other allowances of the President shall be equivalent to that of a Unifor National Service Representative.

**14.04** The salary and all other allowances of all other full-time Local Union Officers shall be equivalent to 80% of that of a Unifor National Service Representative.

## **15. Delegates From Local**

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**15.01** All delegates to National Conventions, Regional and Canadian Councils shall be chosen pursuant to provisions of Article 15, Section B of the Constitution.

## **16. Review of Decisions**

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**16.01** Article 18, Section B of the Constitution provides that a member feeling her/himself aggrieved by some action of the Local Union or one of its representatives must initiate her/his complaint or appeal from that action within thirty (30) days of the time s/he is aware of the action or reasonably should have been aware.

**16.02** Such complaint or appeal shall be delivered in writing to the Local President, who shall promptly refer the issue to the Executive Board.

**16.03** The Executive Board shall consult with the grievant within thirty (30) days of the complaint being raised with the Local President. The Executive Board shall provide her/him full opportunity to be heard, and shall reach a decision. Such decision shall be delivered in writing within five (5) days.

**16.04** Within thirty (30) days of receiving a written notice of such a decision, the grievant, if wishing to appeal further, shall submit her/his appeal to the Recording Secretary in writing for consideration by the earliest possible membership meeting.

## **17. Strikes and Strike Committee**

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**17.01** All strikes shall be called or terminated only in strict conformance with Article 17, Section B of the Constitution.

## **18. Miscellaneous**

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**18.01** The circulation, sale or distribution of any literature or printed matter published by any organization outside of the OLF or CLC will not be permitted on Local

Union property unless authorized by the Executive Board subject to approval of the membership.

**18.02** All Local Union business shall be channeled through the Local Union Office.

**18.03** All units have a Chairperson to conduct unit meetings and a Secretary to keep records of unit business transacted.

**18.04** All resolutions to come before the Executive Board shall be in the hands of the Financial Secretary a minimum of three (3) days prior to the next sitting of the Executive Board.

**18.05** All Local Union Officers, Committees, Stewards and other members handling funds or other property of the Local Union shall, at the completion of their duties, turn over all papers, documents, funds and/or Local Union property to the properly constituted Local Union Officers.

**18.06** Wherever in these By-Laws a pronoun is used it refers equally, where the reference is applicable, to both men and women in the singular and in the plural.

## **19. Amendments**

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**19.01** These By-Laws may be amended by presenting a motion in writing setting forth the amendments sought to a membership meeting. The motion shall be read to that meeting and referred to the Constitution and By-Laws Committee which will report to the succeeding membership meeting, the notice of which must contain a notice of the particular By-Law amendments that will be considered. If approved by two-thirds of the membership vote thereon at this succeeding meeting, the amendment shall be considered adopted by the membership. Amendments to existing By-Laws, or new By-Laws must be submitted to the National Executive Board for approval. The amendments, or the new By-Laws are not effective until approved by the National Executive Board.

## **20. Bibles**

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**20.01** An acknowledgment will be made by the Local Union in the event of the death of a member or his/her immediate family, recognizing their particular faith.

**20.02** Lost time shall be paid to one (1) person, preferably the Chairperson of the committee or President of the Local, to attend a funeral of a member, up to a maximum range of one hundred and sixty kilometers (160km) of the unit.

## **21. Retirement Acknowledgment**

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**21.01** Any member retiring under normal retirement eligibility, will be acknowledged by the local union with a retirement gift allowance of up to one-hundred dollars (\$100.00). The Chairperson of the unit in which the member is retiring will determine the appropriate gift for the particular member.

**22. Social Security for Local Union Employees**

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**22.01** The Local Union shall provide for such Health and Security measures for any paid officers and employees of the Local Union as may be agreed upon between the Local Union and such paid officers or employees.