

October 25, 2020

# **Unifor Local 88 Bylaws**

Revised: October 25, 2020

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**Article I. NAME**

This organization shall be known as "Unifor Local 88". Further when the term, Local 88, Local Union and/or Local is used, it is intended to mean Unifor Local 88.

**Article II. TRADE UNION STATUS**

The Local Union shall have same objectives as listed in Article 3 of the Constitution.

**Article III. CONSTITUTION AND BYLAWS**

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

Section 3.02 Unit Bylaws are in effect a supplement to the Bylaws of Local 88 and wherein these unit Bylaws do not provide for Constitution provisions, the Bylaws of Local 88 will be used. In addition, the unit and Local Union Bylaws shall be in all respects subordinate to the Constitution and all applications and interpretations thereof.

Section 3.03 All Unit Bylaws will be included and stated in the Bylaws of Local 88.

**Article IV. FISCAL YEAR**

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

**Article V. MEMBERSHIP**

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

Section 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 General 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, Bylaws and other official rules of the Local Union.

Section 5.03 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.

Section 5.04 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 Constitution.

Section 5.05 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.

## **Article VI. MEMBERSHIP, SPECIAL AND UNIT MEETINGS**

### Section 6.01 General Membership Meeting

- (a) General Membership Meetings shall be held monthly, with the exception of July and December where there will be no General Membership Meetings. The date shall be determined by the executive. The membership shall be properly notified of such meetings.

### Section 6.02 Quorum

- (a) Twenty-five (25) members in good standing, including the Executive Board shall constitute a quorum for the transaction of business at any General Membership Meeting. In the event that a quorum is not present within fifteen (15) minutes after the scheduled time for beginning a General Membership Meeting, the President shall declare all business to be dealt with by the Executive Board.

Section 6.03 Length of Meetings

- (a) Meetings shall be limited to a maximum length of two (2) hours unless after this time, a majority of those members present vote to extend the meeting.

Section 6.04 Parliamentary Nature

- (a) All questions of a Parliamentary nature shall be decided by Bourinot's Rules of Order.

Section 6.05 Special Meetings

- (a) A Special Meeting of the Local may be called by the President, a majority vote of the Executive Board, or on a petition signed by twenty-five (25) percent of the membership and at least sixty (60) percent of the membership who signed the petition must be present before the Special Meeting is called to order.
- (b) In any case, members shall be notified of such meeting by the Local bulletin boards, and Local web page.

Section 6.06 No Other Meeting Conflict

- (a) No Executive or Committee Meeting shall be held which will conflict in any way with that of a General Membership Meeting.

Section 6.07 Conduct Unbecoming

- (a) 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 their right to vote at said meeting. When necessary to maintain order, the member shall 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 considered conduct unbecoming of a Union member.

Section 6.08 Unit Meeting

- (a) A Unit Meeting of the Local may be called by the President or Chairperson of the unit or a petition signed by twenty-five (25) percent of the members of the unit. All elected or appointed representatives of the unit must be in attendance unless excused by the Local President.

Section 6.09 Meeting Notification

- (a) The membership shall be notified at least seven (7) days prior to all meetings by workplace bulletins posted on Local bulletin boards and Local webpage. The notice shall contain the date, time and location of the meeting. The Local Union President or designate shall chair these meetings.

**Article VII. POWERS OF ADMINISTRATION**

Section 7.01 Highest Authority

- (a) The membership is the highest authority in this Local and shall be empowered to take or direct any action consistent with the Constitution or Bylaws.

Section 7.02 Executive Board Authority

- (a) Between General Membership Meetings the Executive Board is the highest authority of the Local, and shall be empowered to act on behalf of the membership to the extent that urgent business requires prompt and decisive action, subject to subsequent membership approval. The Executive Board may not take action affecting the vital interests of the Local without prior membership approval.

Section 7.03 General Administrative Authority

- (a) 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, by the Executive Board subject to subsequent approval of the Executive Board and the General Membership. In the absence of the President, the Vice President shall assume his/her duties. The Local Union shall have an Executive Board as listed in Article 15 of the Constitution and Article 9 of our Bylaws.

Section 7.04 Executive Board Duties

- (a) The duties of the Executive Board shall be as set out in Article 15 of the Constitution.
- (b) Any duties not provided for in Article 15 of the Constitution shall be determined by the Executive Board and approved by the Membership.

**Article VIII. LOCAL UNION OFFICERS**

Section 8.01 Local Union Officers

- (a) Local Union shall have the following Local Union Officers as listed in Article 15 of the Constitution: President, Vice President, Financial Secretary, Recording Secretary, Guide, Sergeant At Arms, (3) three Trustees and a Retired Worker.
- (b) A retired worker shall be elected by the members of the Local Union Retirees Chapter as described in Article 15 of the Constitution.
- (c) A retired member is not eligible to seek election as a local union officer of a local union with the exception of the Retired Worker position as identified in Article 15 of the Constitution and Bylaws Article 8, Section 8.01 (a).

#### Section 8.02 Triennial Elections

- (a) These officers shall be elected in the spring of 2015 and every three (3) years thereafter.

#### Section 8.03 Chairperson of Trustees

- (a) The Chairperson of Trustees shall be elected by the three Trustees from among themselves following each triennial election of officers.

#### Section 8.04 Oath of Office

- (a) Local Union Officers shall be required to take the oath of office as provided in Article 24 of the Constitution.

#### Section 8.05 Local Union Officer Vacancy during Three Year Term

##### (a) Temporary

- (i) *In the event the office of the President is temporarily absent the Vice President shall assume that office for the period of the temporary absence.*
- (ii) *In the event the office of the Financial Secretary is temporarily absent the Sergeant At Arms or the Guide shall assume that office for the period of the temporary absence. Preference will be given to the Sergeant-At Arms.*
- (iii) *In the event the office of the Recording Secretary is temporarily absent the Guide or Sergeant At Arms shall assume that office for the period of the temporary absence. Preference will be given to the Guide.*

##### (b) Permanent

- (i) *In the event the office of President becomes vacant, the Vice President shall assume that office for the balance of the term. An election will be held for the position of Vice President.*
- (ii) *(b) (ii) In the event any of the other offices become vacant, an election to fill the vacancy shall be held as per sec. 23.01 (a) provided however, that the President shall have authority with Executive Board approval, to appoint a member to fill the vacancy until the result of such election shall become known.*

#### Section 8.06 Duties

- (a) The duties of the Local Union Officers shall be as set out in Article 15 of the Constitution.

#### Section 8.07 Resignation from Current Office To Run For Another Office

- (a) Anyone holding office by election or by appointment who wishes to run for another office or appointment in the Local Union shall resign from their current office or appointment first so that all vacancies can be filled during the same election.
- (b) Should any member holding an elected or appointed full-time or alternate position resign from the position before the term has expired, then that member will not be eligible to submit their name for the vacancy their resignation created.

**Article IX. EXECUTIVE BOARD**

Section 9.01 Local Union Executive Board

- (a) The Local Union Executive Board shall consist of;
  - (i) *The local Union Officers; and*
  - (ii) *A Chairperson from each employer and where there are multiple units with the same employer the chairpersons of those units will select a designate; and*
  - (iii) *A Skilled Trades Committeeperson from each employer and where there are multiple units with the same employer the Skilled Trades Committeepersons of those units will select a designate; and*
  - (iv) *Youth Member At large*
- (b) All Local Union Executive Board Members shall have voice and vote.

Section 9.02 Executive Board Monthly Meetings

- (a) The Executive Board shall meet every month or more often if mutually agreed upon by a majority of the Executive Board members.

Section 9.03 Emergency Meetings

- (a) Emergency meetings of the Executive Board may be called by the President or Recording Secretary and all Executive Board members must be notified of such meetings.

Section 9.04 Quorum

- (a) A simple majority of the Local Union Executive Board shall constitute a quorum.

Section 9.05 Referral to General Membership

- (a) All decisions and recommendations of the Executive Board shall be referred to the next General Membership Meeting.

Section 9.06 Liaison to Standing Committees



- (a) The Executive Board shall appoint at least one of its members to each of the Standing Committees in a liaison or advisory capacity, except Unit Bargaining Committees or Election Committee. The member will be required to attend the Standing Committee Meetings.
- (b) The Local President shall be an ex-officio member of all Local Union Committees except the Election Committee.

Section 9.07 Authority

- (a) The Executive Board shall have the authority to direct payment of all ordinary bills and expenses of the Local.

Section 9.08 Maximum Disbursements

- (a) The Executive Board shall have the authority to make disbursements of Local Union Funds to cover payment for purchase of necessary supplies, equipment and other incidental items to a maximum of \$500.00 in any single disbursement.

Section 9.09 Strike Donations

- (a) Donations to any strike over the amount of \$50.00 must be approved by the membership. Donations to any strike involving Unifor members over the amount of \$100.00 must be approved by the membership.

Section 9.10 Charitable Donations

- (a) Donations to any charitable organization or minor sport organization must be reported and approved by the membership.

Section 9.11 Disbursement Procedure

- (a) Voucher Procedure-

- (i) Vouchers will be completed and signed by Recording Secretary. In the absence of the Recording Secretary the Guide or Sergeant At Arms will complete and sign.*
- (ii) The President will sign the voucher. In the absence of the President the Vice President will sign the voucher.*
- (iii) The Financial Secretary will sign the voucher before a cheque is issued. In the absence of the Financial Secretary the Sergeant At Arms or Guide will sign the voucher before a cheque is issued.*
- (iv) The Trustees have no signing authority as per Article 15 of the Constitution*

- (b) All payments made by the Local will be paid by cheque and shall require the signatures of the President and Financial Secretary, except in the event of absence of these officers, then the Vice President will sign for the President and-the Sergeant At Arms or Guide will sign for the Financial Secretary.

Section 9.12 No Loans

- (a) There shall be no loans made to anyone at any time.

Section 9.13 Recall Procedure

- (a) An elected Executive Board member may be recalled by the members she/he represents for failing to perform the duties of the office per the procedure outlined in Article 15 of the Constitution.
- (b) An elected Executive Board member can face recall only once during their term of office as provided in Article 15 of the Constitution.

Section 9.14 Cease to Hold Office

- (a) Any Executive Board member who holds office by virtue of holding another office in the Local Union automatically ceases to be an Executive Board member when she/he ceases to hold the other position.

**Article X. UNIT COMMITTEEPERSONS, STEWARDS, REPRESENTATIVE AND CHAIRPERSON**

Section 10.01 Triennial Elections

- (a) All Unit Committeepersons, Stewards, Representatives, Chairpersons and their Alternates shall be democratically elected in the spring of 2015 and every three (3) years thereafter. They shall be required to take the oath of office as provided in Article 24 of the Constitution.

Section I 0.02 Eligibility to Vote

- (a) All members in good standing working in the zone to be represented by the Unit Committeepersons, Stewards, Representatives, Chairpersons and their Alternates shall be eligible to vote for the Unit Committeepersons, Stewards, Representatives, Chairpersons and their Alternates at the Triennial elections.

Section I 0.03 Majority Vote

- (a) The Unit Committeepersons, Stewards, Representatives, Chairpersons and their Alternates shall be democratically elected by a majority vote.

#### Section 10.04 Recall Procedure

- (a) The Unit Committeepersons, Stewards, Representatives, Chairpersons and their Alternates may be recalled by the members they represent for failure to perform the duties of the office in accordance with Article 15 of the Constitution. Such a recall meeting must be called by a petition signed by 50% of the members they represent and must be attended by 50% of the members that signed the petition for a quorum to be established.
- (b) An elected workplace representative can face recall only once during their term of office as provided in Article 15 of the Constitution.

#### Section 10.05 Vacancy

- (a) In the event of a vacancy of the Unit Committeeperson, Stewards, Representative, Chairpersons or their Alternate positions, an election must be held to fill the vacancy as soon as possible as per. sec. 23.01 Article XI

#### Section 10.06 No Long Term Shift Exchange

- (a) All elected Local 88 Unit Committeepersons, Stewards, Representatives, Chairpersons and their Alternates cannot be involved in long term mutual shift exchanges.

#### Section 10.07 Appointment

- (a) All appointed positions shall be reviewed/ renewed within 6 months of triennial elections by the Executive Board subject to approval by the membership.
- (b) All appointments of our Local shall be required to take the oath of office as provided in Article 24 of the Constitution.

### **Article XI. UNIT BARGAINING COMMITTEES**

#### Section 11.01 Committee Make Up

- (a) The GM CAMI Assembly Ingersoll Unit shall have a Bargaining Committee of at least eight (8), that shall consist of the President, Plant Chairperson, Skilled Trades Committeeperson, Coordinator and two (2) Committee people from Assembly/QC, one (1) Committeeperson from Paint/Material Handling/Trim and one (1) Committeeperson from Welding/ Stamping to be selected by the GM CAMI Assembly Ingersoll Unit Inplant Committee.

- (b) The AWC Unit shall have a Bargaining Committee consisting of the Chairperson, Yard Committeeperson, Office Committeeperson and the President or designated representative of the Local.
- (c) All newly certified units within the Local Union entering into negotiations to obtain a first agreement shall have a Bargaining Committee made up of members of the new unit and the President or designated representative of the Local. The members are to be elected from the new unit. The number to be elected will be determined by the Executive Board subject to the approval of the membership.

#### Section 11.02 Length of Term

- (a) Each unit Bargaining Committee selected under the provisions of Bylaws Article 11, Section 11.01 shall exist until such time a new Bargaining Committee is formed.

#### Section 11.03 Election

- (a) A new Bargaining Committee for each unit shall be formed consistent with Bylaws Article 11, Section 11.01, immediately following the Triennial Election.

### **Article XII. LOCAL UNION DELEGATES**

#### Section 12.01 Unifor Ontario and Canada Council Delegates

- (a) Unifor Canada Council delegates will be determined by Article 9 of the Constitution.
- (b) Unifor Ontario Council delegates will be determined by Article 10 of the Constitution.
- (c) Nomination and Election of Unifor Ontario and Canada Council delegates will be carried out at the Triennial Election commencing in the spring of 2015 and every three (3) years thereafter.

#### Section 12.02 Unifor Ontario and Canada Council Observers

- (a) The Local President and GM CAMI Unit Chairperson or their designate will attend Unifor Ontario and Canada Council meetings as observers when they are not elected as Unifor Ontario and or Canada Council Delegates.

#### Section 12.03 Unifor Convention Delegates

- (a) Unifor Convention Delegates will be determined by Article 6 of the Constitution.

- (b) Nomination and Election of Unifor Convention Delegates will be carried out at the Triennial Election.

#### Section 12.04 Skilled Trades Council Delegates

- (a) There shall be Delegates from Local 88 to the Skilled Trades Area Council as per their Bylaws.
- (b) One Delegate shall automatically be the Skilled Trades Representative and the other Delegate(s) shall be elected by the Skilled Trades of Local 88 at a Skilled Trades meeting within 60 days of the Triennial Election.

#### Section 12.05 GM CAMI Assembly Ingersoll Unit Delegates

- (a) GM Intra Corp Council Delegates
  - (i) *There shall be Delegates from GM CAMI Assembly Ingersoll Unit to GM Intra Corp Council as per their Bylaws.*
  - (ii) *Delegates will consist of the Bargaining Committee as per Bylaws Article 11, Section 11.01 and Specialty Representatives.*
- (b) Auto Council Delegates
  - (i) *There shall be Delegates from GM CAMI Assembly Ingersoll Unit to Auto Council as per their Bylaws.*
  - (ii) *Delegates will consist of the Bargaining Committee as per Bylaws Article 11, Section 11.01*

#### Section 12.06 Canadian Labour Congress Convention Delegates

- (a) Canadian Labour Congress Delegates will be determined by the Canadian Labour Congress Constitution.
- (b) Canadian Labour Congress Delegates will be selected from existing Oxford Regional Labour Council and London & District Labour Council Delegates. If there are more credentials than available/interested Labour Council Delegates, then nominations and elections of remaining Delegates will be held as required at the General Membership Meetings.

#### Section 12.07 Ontario Federation of Labour Convention Delegates

- (a) Ontario Federation of Labour Convention Delegates will be determined by the Ontario Federation of Labour Constitution.

- (b) Ontario Federation of Labour Delegates will be selected from existing Oxford Regional Labour Council and London & District Labour Council Delegates. If there are more credentials than available/interested Labour Council Delegates, then nominations and elections of remaining Delegates will be held as required at the General Membership Meetings.

#### Section 12.08 POEM Council Delegates

- (a) The Recreation Committee shall elect POEM Council Delegates as per their Bylaws.
- (b) Nominations and elections shall be done at the regularly monthly Recreation Committee meeting within 60 days of the Triennial Elections.

#### Section 12.09 Labour Council Delegates

- (a) Local 88 shares affiliation of Delegates to Oxford Regional Labour Council and to London & District Labour Council based on a ratio 5:1 as allotted per capita.
- (b) Election for Delegates to London & District Labour Council will be conducted, at a General Membership Meeting, commencing in September 1996 and will be subsequently conducted the same month every two (2) years thereafter.
- (c) Election for Delegates to Oxford Regional Labour Council will be conducted, at a General Membership Meeting, beginning in October 1999 and will be subsequently conducted the same month every three (3) years thereafter.
- (d) Should there not be the required amount of Delegates to the London & District Labour Council and/or Oxford Regional Labour Council elected at the General Membership Meeting the Executive Board of Local 88 will appoint the required amount of Delegates to fill these positions.

### **Article XIII. LOCAL UNION TRAINING**

#### Section 13.01 Human Rights Training

- (a) All Committee persons, Representatives, Skilled Trades Representatives, Chairpersons, Human Rights/Employment Equity Representatives and the two (2) Human Rights/Employment Equity Alternates, Employee Assistance/Addictions Representatives and the two (2) Employee Assistance/Addiction Alternates of all Units within the Local Union, along with all Local Union Officers and GM Unit Union Awareness Training Coordinator/Trainers will receive the forty (40) hour Human Rights training within six (6) months after the Triennial Elections.

## **Article XIV. COMMITTEES**

### Section 14.01 Local Union Standing Committees

(a) In accordance with Article 15 of the Constitution, the following shall be the Standing Committees of the Local Union:

- (i) *Constitution and Bylaws*
- (ii) *Education*
- (iii) *Environment*
- (iv) *Recreation*
- (v) *Community Services*
- (vi) *Human Rights*
- (vii) *Union in Politics*
- (viii) *Women's*
- (ix) *Young Workers*
- (x) *Aboriginal and Workers of Colour*

(b) In addition to the Standing Committees listed in Section 14.01(a) above, the following shall also be Standing Committees of the Local Union:

- (i) *Communications*
- (ii) *Flying Squad*
- (iii) *Organizing*
- (iv) *Bursary*
- (v) *Appeal Review*

### Section 14.02 Constitution and Bylaws Committee

(a) The Constitution and Bylaws Committee shall be composed of the following: President, Vice President, Recording Secretary, Guide and Chairperson of the Trustees.

(b) The Constitution and Bylaws Committee will meet after the Triennial election process has been completed to review and update Bylaws as required.

- (c) The Constitution and Bylaws Committee will meet as required to review and make recommendations following a Notice of Motion under Article 24 of the Bylaws.

#### Section 14.03 Elections

- (a) Standing Committees shall be elected or appointed by the President under the guidance of the Executive Board within 60 days following the Triennial Election.

#### Section 14.04 Executive

- (a) There shall be for each Standing Committee a Chairperson, Vice Chairperson and Recording Secretary to be elected by the members of each committee.

#### Section 14.05 Monthly Meeting

- (a) Each Standing Committee shall meet at least once each month after working hours unless directed otherwise by the Executive Board or membership.

#### Section 14.06 Duties of Committee

- (a) The Standing Committees shall perform all duties assigned to them by the Constitution and Bylaws and such additional duties as they may be directed to perform by the Executive Board or the membership.

#### Section 14.07 Duties of Chairperson

- (a) The duties of the Standing Committee Chairperson are as follows:
  - (i) *Shall keep an accurate record of all proceedings of all meetings of the committee,*
  - (i) *Shall keep a record of all the activities of the committee and once each month shall prepare a summarized statement for the General Membership Meeting.*
  - (ii) *Shall notify all members of the committee as to the time, date and place of all regular or special meetings, sufficiently in advance to enable them to attend.*

#### Section 14.08 Duties of Vice Chairperson

- (a) The duties of the Standing Committee Vice Chairperson are as follows:
  - (i) *In absence of the Chairperson the Vice Chairperson will assume the above duties as provided in Bylaws Article 14, Section 14.07.*

#### Section 14.09 Duties of Recording Secretary

- (a) The duties of the Standing Committee Recording Secretary are as follows:



- (i) *Shall keep a written record of all proceedings of all meetings of the Committee, along with a record of all activities of the Committee and furnish the Recording Secretary and the President of the Local Union with a copy of same.*

## **Article XV. LOCAL UNION ELECTIONS & ELECTION COMMITTEES**

### **Section 15.01 Authority**

- (a) The Election Committee and the membership shall be governed by the National Constitution and the Guide for the Local Union Elections (G.L.U.E.) issued by the National Union.
- (b) The Election Committee shall be responsible only to the local union Membership (G.L.U.E. Sec. 1, Para. 2)
- (c) The Election Committee is obligated to obtain prior approval from the membership for any lost time or other expenses incurred. (G.L.U.E. Sec. 1, Para. 3)

### **Section 15.02 Election Committee**

- (a) The Election Committee shall be democratically elected at a regular General Membership meeting in May or June 1992 and every three years thereafter.
- (b) The election of the Election Committee shall be conducted by the Local Union Executive Board.
- (c) The Chairperson, Vice Chairperson, and Recording Secretary of the Election Committee shall be elected by and from within the Election Committee.
- (d) Election Committee members shall be required to attend Election Committee meetings and all General Membership Meetings where a vote is required.

### **Section 15.03 Elections**

- (a) All elections, ratification votes, strike votes or any other polling of the general membership and/or any Unit of Local 88 by secret ballot shall be done under the authority and direction of the Election Committee.
- (b) The Election Committee shall set the time, date and place of all elections subject to membership approval.
  - (i) *All Triennial Elections shall be held within each location/plant/shop represented by Unifor Local 88 whenever possible. The election process shall be held in the spring of 2015 and every three (3) years thereafter.*

- (ii) *Elections for Labour Council Delegate, Ontario Federation Labour Convention Delegate, Canadian Labour Congress Convention Delegate or any other position not stated in Article 23, Section 2 of the Local Union Bylaws will be held at a General Membership Meeting.*
- (c) All elected positions in the Local Union shall be decided by a secret ballot.
- (d) All elected positions will be decided by plurality vote unless specified otherwise in the Unifor Guide for Local Union Elections (G. L.U.E.).
- (e) No campaigning literature shall be untrue or misleading in content. Candidates using this method will be disqualified from running in the election.

## **NOMINATION PACKAGE**

### **CAMPAIGN GUIDELINES**

The guidelines listed are intended to promote fairness, equality, and manage liabilities considering any participant in the Union Election Campaign. Basic location, times, materials, and the utilization of company property will be addressed.

No member of the local union shall circulate or cause to be circulated false propaganda against any member or candidate for local office or to direct propaganda against any candidate because of sex, race, colour, nationality, sexual orientation, disability, religious or political affiliation.

Participants shall be allowed to campaign only on his/her own time at the entrance gates as long as it is NOT on their regular scheduled production times, and providing that it does not impede an employee's entrance or exit.

Participants shall be allowed to enter the plant during their off shift to post campaign material one hour prior to their shift and/or one hour after their shift. Participants distributing campaign material or literature are fully responsible for complying with departmental requirements regarding personal protective equipment and departmental pedestrian safety expectations.

Participants shall be allowed to campaign while on shift ONLY during their lunch and break periods.

Participants are not allowed to use the P.A. system to communicate campaign material at any time. Participants are NOT permitted to campaign at any workstation in the plant

during production. Campaigning at other team members' work stations while they are working is distracting and could lead to safety or quality issues.

Campaign materials are to be posted *only in team break areas* and *shall be removed by the participants on their own time and within 48 hours after the election campaign.*

**FAILURE TO COMPLY WITH THE ABOVE GUIDELINES MAY MEAN  
DISQUALIFICATION FROM THE ELECTION PROCESS**

- (f) No member shall be permitted to run for more than one office. Delegates are exempt from this rule (one person can run for these positions)
- (g) Copies of election BYLAWS and GLUE shall be available in each election place and members of the Election Committee shall make themselves acquainted with the same.

#### Section 15.04 Advanced Polls

- (a) Advance polls for Local Union elections will be allowed in line with procedures established by the National Union. The date and times of the advance polls will be published with the notice(s) of nominations and elections.
- (b) All physical advance polls shall be conducted at the Local Union Hall/Office at 364 Victoria Street in Ingersoll. Electronic advance polling times shall coincide with the physical advance polling times.
- (c) Advance poll hours shall be set so as to allow all shift workers the opportunity to vote if they are unable to vote on Election Day.
- (d) The day of the advance poll shall be no less than (2) days prior to the scheduled election day.
- (e) Electronic advance polls may be made available to all units electronically.

#### Section 15.05 Polling Stations

- (a) No one, except the Election Committee and/or those acting under its direction and those who are voting or those who are waiting to vote, shall be allowed in the polling station area.
- (b) Voters who have cast their ballots shall not be allowed to loiter in the voting place.
- (c) Campaigning, posters and election literature shall not be allowed or visible within 25 meters (75 feet) of the polling place.

#### Section 15.06 Elected Positions

- (a) All positions shall be democratically elected in the spring of 2015 and every three (3) years thereafter. All elected candidates shall be required to take the Oath of Office as provided in Article 24 of the Constitution at the next Membership Meeting.

- (b) Elected Workplace Representatives, may be recalled by the members they represent for failure to perform duties of the office in accordance with Article 15 of the Constitution. Such a recall meeting must be called by a petition signed by 50% of the members they represent and must be attended by 50% of the members that signed the petition to establish a quorum.
- (c) All elected Executive Board members may be recalled by the members they represent for failure to perform duties of the office in accordance with Article 15 of the Constitution.
- (d) All elected Local 88 Committeepersons, Stewards, Representatives and Chairpersons and Alternates cannot be involved in long term mutual shift changes.
- (e) Should a member not currently working full-time in the plant win a position in any election they cannot assume office until they are working full-time in the plant again. The alternate shall assume office until the elected member returns to full duties in the plant.

#### Section 15.07 Delegates

- (a) Nomination and Election of Unifor Ontario Regional and Canada Council delegates will be carried out at the Triennial Election commencing in the spring of 2015 and every three (3) years thereafter.
- (b) Nominations and elections of Canadian Labour Congress, Ontario Federation of Labour and Labour Council delegates will be held as required at regular General Membership Meetings.
- (c) Nomination and Election of Unifor Convention delegates and alternates will be carried out at the Triennial Election.
- (d) Local 88 shares affiliation of Delegates to Oxford Regional Labour Council and to London & District Labour Council based on a ratio 5:1 as allotted per capita.
  - (i) *Election for delegates to London & District Labour Council will be conducted, at Membership Meeting, commencing in September 1996 and will subsequently be conducted the same month every two (2) years thereafter.*
  - (ii) *Election for delegates to Oxford Regional Labour Council will be conducted, at the Membership Meeting, beginning in October 1999 and will be subsequently conducted the same month every three (3) years thereafter.*
  - (iii) *Should there not be the required amount of delegates to London & District Labour Council and/or Oxford Regional Labour Council elected at the Membership Meeting the Executive Board of Local 88 will appoint the required amount of delegates to fill these positions.*

Section 15.08 Eligibility for Local Elected Positions

- (a) All members of Local 88 shall be eligible for all of the following Executive Board positions which include the President, Vice President, Financial Secretary, Recording Secretary, Guide, Sergeant-at-Arms, Youth Member-at-Large and Trustees (3).
- (b) All other elected positions of Local 88 shall be restricted to only members of their particular unit.
  - (i) *All members shall be eligible for all Local Union official representative positions provided that they have been a member in good standing for one year immediately prior to the close of the nomination eligibility period and meets the criteria set out below. This includes members who are/were off due to S&A, Maternity/Parental Leave, WSIB and official union LOA's.*
    - 1) All GM CAMI Assembly Unit members are eligible to run for all full time positions excluding Zone Representatives and Health & Safety Representatives, who must belong to the zone and/or shift of the representative.
    - 2) All GM CAMI Assembly Unit members are eligible to run for all alternate positions excluding Zone Alternate Representatives and Health & Safety Alternate Representatives, who must belong to the zone and/or shift of representation
    - 3) Only members under the age of 35 years as of the date of the election may run for the Youth Member at Large.
    - 4) Only Skilled Trades are eligible to run for Skilled Trades positions.
    - 5) A retired member is not eligible to seek election as a local union officer of the local union

Section 15.09 Eligibility to Vote

- (a) Members working straight days, midnights and rotating three (3) shifts are eligible to vote for all positions and all shifts they are represented by.
- (b) Members working straight shift due to mutual shift exchange are eligible to vote for candidates on their shift of record only.
- (c) Only Skilled Trades persons are eligible to vote for Skilled Trades positions.
- (d) Retired Workers of Local 88 will only be eligible to vote for Local Union Officers
  - (i) *Local Union shall have the Local Union Officers as listed in Article 15 of the Constitution.*

- (ii) *The Retired Worker shall be elected by the members of the local Union Retired Workers' Chapter.*

Section 15.1 O Resignations and Vacancies

- (a) In the case of resignations, an Executive Board member will forward their resignation in writing to the President. A Unit Representative will forward their resignation in writing to their Unit Chairperson, who will then forward it to the President.
- (b) A three (3) day cooling off period will be in place should the person reconsider in writing. Resignations will then be immediately forwarded to the Election Committee Chairperson.
- (c) Should the vacancy occur in a Triennial election year between January and the Triennial election, the position will be appointed by the President for Executive Board resignations and by the Unit Chairperson for Unit Representative resignations.
- (d) In the case of a vacancy in the President's position, the Vice President automatically assumes the position of President. An election will then be held for the position of Vice President. Should the vacancy occur in a Triennial election year between January and the Triennial election, the duties of Vice President will be performed by an Executive Board member.

Section 15.11 Time Lines

- (a) Election Time Lines - the following information will be posted:
- (i) *Notice of Nomination*
- 1) There must be seven (7) days before nominations open, following the posting of election time lines.
  - 2) Dates of nominations period to be at least 3 working days but no more than seven (7) working days.
  - 3) There must be a minimum of seven (7) days between closing of nominations and elections.
- (ii) *Notice of Election*
- 1) Eligibility to run.
  - 2) Eligibility to vote
  - 3) Dates of Advanced Polls, Election and Runoff.

- (b) There must be fifteen (15) day notice before any election, including runoff elections.
- (c) All dates must be approved by the membership at a General Membership Meeting prior to an election.

Section 15.12 Polling Times - Triennial Elections

- (a) Polling Times
  - (i) Polls open:
    - (1) One hour before shift on the day of the election
    - (2) One hour before and thirty minutes following each shift
  - (b) Polling hours are to be posted at all polling stations.
- (c) Electronic voting-option may be made available to all units

Section 15.13 Nominations

- (a) Nominations for all Unifor Local 88 elected positions will be done using the standard hard copy form as established by the Election Committee or online electronically through our Unifor Local 88 website

**Note:** It is your responsibility to check the Nominations on the Local Bulletin Board to ensure that your nomination has been posted as you intended



(a) Nominations Form

NOMINATION ACCEPTANCE

Print Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_ Shift: \_\_\_\_\_ Department: \_\_\_\_\_

Position Running For: \_\_\_\_\_

Unit: \_\_\_\_\_

Department: \_\_\_\_\_

Shift: \_\_\_\_\_

PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT:

(If not the same as above)

Signature: \_\_\_\_\_

Received by: \_\_\_\_\_ (Election  
Committee Member)

Date: \_\_\_\_\_ (M/DN)

Note: It is your responsibility to check the Notice of Nominations on the Local Bulletin Board to ensure that your nomination has been accepted as you intend ed. Failure to do so may result in your inability to run in the Election.

(b) Automatic Nomination

- (i) *Take note that under the Constitution, every member in good standing with a minimum of one (1) year seniority is automatically nominated for all offices and requires members who wish to accept nominations to indicate their intentions in writing in the manner prescribed in the Notice of Nominations.*

Note: ONLY Skilled Trades are eligible to run and vote for Skilled Trades positions.

(c) Nomination Procedure

- (i) *Nomination forms are only available at the Local Union Office at 364 Victoria Street, Ingersoll. They will also be available electronically at [www.unifor88.ca/elections](http://www.unifor88.ca/elections)*
- (ii) *Forms must be completed in their entirety. A photocopy of your nomination will be given to you as your receipt if you file in person, or if file electronically you can print off a copy your nomination form online. All nomination forms will then be placed into a sealed ballot box.*
- (iii) *After the deadline for acceptance of nominations, the Election Committee will verify that all nominees have been in continuous good standing for one (1) year immediately preceding the nomination.*
- (iv) *The order in which nominations are drawn from the ballot box is the order in which they will appear on the ballot.*

Section 15.14 Notification of Election Results

- (a) Notification of results of the elections are under the authority of the Election Committee.
- (b) The results of the elections shall be posted on the Local Bulletin Boards upon confirmation of election results.
- (c) The elected and/or acclaimed candidates are now the official representatives of Unifor Local 88 and are in their positions effective upon election results confirmation.

Section 15.15 Transition of Leadership

- (a) All elected leadership will turn over all funds, property and records belonging to the Local Union, to their successors at the end of their term.
- (b) End of term is defined as confirmation of the election results.

Section 15.16 Recounts/Appeals

- (a) Any candidate shall have a right to petition for a recount. Petitions must be filed with the Election Committee, in writing, within (7) days or at the next Membership Meeting, whichever comes later, after the Election Committee has made its final report to the Local Union. The petition must set forth briefly the reason for seeking a recount.
- (b) Any member shall have a right to appeal an election. Appeals must be filed with the Election Committee, in writing, within (7) days or at the next Membership Meeting, whichever comes later, after the Election Committee has made its final report to the Local Union. The appeal must set forth briefly the reason for protesting the elections.

**Article XVI. FINANCES**

Section 16.01 Initiation Fee

- (a) The Initiation fee shall be \$20.00 for all new members. Reimbursement of this fee shall be the same amount and made upon proof of past membership in good standing within Unifor, CAW or CEP.

Section 16.02 Dues

- (a) The monthly dues shall be the minimum established by the Constitution unless changes are made that conform to Article 15 and Article 16 of the Constitution. A building fund of 0.008% per month per member will be established.
- (b) For the GM Unit commencing with the pay period starting June 1, 2014 Union Dues will be deducted weekly.

Section 16.03 Out of Pocket Return Same Day

- (a) A member performing duties in the Local Union area such as attending workshops, seminars, councils, conventions and arbitration within 160 kms shall be paid out of pocket expenses of \$20.00 per day. Over 160 kms they shall be paid out of pocket expenses of \$45.00 per day. This dollar amount may be increased by the Local 88 Executive Board at any time but not to exceed the maximum allowable amount that has been approved by the National Executive Board.

#### Section 16.04 Out of Pocket with Meals and Lodging

- (a) A member performing duties where meals and lodging are included shall be paid out of pocket expenses of \$20.00 per day. This amount is subject to the rules and limitations of the Paid Education Leave Program or the Health & Safety Training Program, if a member is attending. This dollar amount may be increased by the Local 88 Executive Board at any time but not to exceed the maximum allowable amount that has been approved by the National Executive Board.

#### Section 16.05 Out of Pocket with Lodging but No Meals

- (a) A member performing duties away from the Local Union area where overnight accommodations are required shall receive a daily out of pocket expense of \$90.00 plus payment of hotel accommodation at single room occupancy rate or ½ of a double room rate if shared with another member based on the corporate or negotiated rate being charged where the convention, seminar, council, etc. is being held. In order to be reimbursed at the single room rate, original hotel bill must be submitted to the Local Financial Secretary upon return. This dollar amount may be increased by the Local 88 Executive Board at any time but not to exceed the maximum allowable amount that has been approved by the National Executive Board.

#### Section 16.06 Mileage

- (a) Mileage allowance will be paid for out of town travel over 10 kms to the driver only. If air fare is required and approved by the Executive Board, it will be paid at the economy fare rate only. Mileage shall be from the Local Union office. This dollar amount may be increased by the Local 88 Executive Board at any time but not to exceed the maximum allowable amount that has been approved by the National Executive Board.

#### Section 16.07 Authorized Lost Time

- (a) All lost time must be authorized by the Local Union President. 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 which they 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 their employer for the same period of time.

#### Section 16.08 Educational Seminar

- (a) Any member attending an educational seminar in the local area, when approved by the Local, shall receive out of pocket expenses only (as per Bylaws Article 16 - Section 16.04). The cost of the seminar shall also be paid for by the Local.

#### Section 16.09 Unifor Convention Canada Council and Ontario Council

- (a) Any member who is an elected delegate will be paid expenses as per Article 16, Sections 16.03 through 16.07 of the Bylaws.

#### Section 16.10 Cellular Telephone Expenses

- (a) Local Union Officers

- (i)

- The following Local Union Officers shall be provided a cell phone and all related expenses shall be covered by the Local Union, when not provided by employer:

- (1) President

- (2) Financial Secretary                      (3) Vice President

- (ii) All other Local Union Officers shall receive a reimbursement of expenses incurred in the performance of their duties as detailed in Article 15 of the Constitution at rate of \$25 per month. The monthly reimbursements will be semi-annually as submitted by the President.

- (b) GM CAMI Assembly Ingersoll Unit

- (i) The following GM CAMI Assembly Ingersoll Unit elected representatives shall be provided a cell phone expenses shall be covered by the Local Union:

- (1) Chairperson

- (2) Skilled Trades Committeeperson

- (3) Employee Assistance Representative

- (4) 4 Human Rights Committeeperson

- (i) All other GM CAMI Assembly Ingersoll elected representatives with a cell phone shall receive a reimbursement of expenses incurred in the performance of their duties as detailed in Article 15 of the Constitution at rate of \$25 per month. The monthly reimbursements will be semi-annually as submitted by the Chairperson.*

- (b) For all units with a membership of 500 or greater the local union shall provide the Chairperson with a cell phone and all work related expenses shall be covered by the Local Union.

- (c) For all other units the Chairperson shall receive a reimbursement of expenses incurred in the performance of their duties as detailed in Article 15 of the Constitution at rate of \$25 per month. The monthly reimbursements will be semi-annually.

#### Section 16.11 Unifor National Recreation Event Sponsorship

- (a) To qualify for sponsorship the event must be a Unifor National sanctioned event and meet one of the following criteria
  - 1) Qualifier (Team or Individual) for Unifor National event and must attend the event; or
  - 2) When there is no qualifying event the team or individual finishing in the top 3 of a Unifor National event will receive reimbursement upon request. Supporting documentation is required.
- (b) The Unifor National event entry fee will only be covered.

#### Section 16.12 Out of Pocket Local Union Officers

- (a) The following Local Union Officers shall receive a reimbursement of expenses incurred in the performance of their duties as detailed in Article 15 of the Constitution. The following daily reimbursements will be paid monthly:
  - (i) *President or Designate at \$20.00 per day*
  - (ii) *Financial Secretary or Designate at \$20 per day*
  - (iii) *Recording Secretary or Designate at \$20 per day*
  - (iv) *Union Training Coordinator or Designate at \$20 per day*
  - (v) *Trustees \$20 per day*

### **Article XVII. ATTENDANCE RULES**

#### Section 17.01 Attendance

- (a) (a) All members of the Local Union Executive Board, -Committeepersons, Representatives, Chairpersons and Bargaining Committees are expected to attend all meetings as described in Article 6 of these bylaws.

Section 17.02 Roll Call

- (a) Roll Call of all members listed in Article 17, Section 17.01 of these bylaws will be taken at the start of each General Membership Meeting and a written record of those in attendance will be maintained by the Recording Secretary of Local 88.

Section 17.03 Notice to Candidates

- (a) Candidates for elected office will be notified of the obligation to attend meetings under the Bylaws. Such notice will appear on the notice of nomination.

**Article XVIII. ORDER OF BUSINESS FOR GENERAL MEMBERSHIP MEETINGS**

Section 18.01 Following the call to order made properly under these Bylaws, this shall be the order of business of the General Membership Meetings:

- (a) Roll Call of Local 88 Leadership
- (b) Respect to Deceased Members
- (c) Business Arising from the Previous Meeting
- (d) Correspondence/Executive Reports and Recommendations
- (e) Minutes of the Previous Meeting
- (f) Financial Secretary Report
- (g) Delegate Reports
- (h) Standing Committee Reports
- (i) Shop or Bargaining Committee Reports from All Units
- (j) Old and New Business
- (k) Adjournment

**Article XIX. APPEALS-REVIEW OF DECISIONS**

Section 19.01 Right to Appeal

- (a) Article I 8 of the Constitution provides that any member of this Local Union feeling that they have been aggrieved by some action of the Local Union or one of its representatives must initiate their complaint or appeal from that action.

Section 19.02 First Level of Appeal

- (a) Appeal to Local Union
  - (i) *Unifor Local 88 will be the first level of appeal.*
- (b) Time Limit



- (i) Any person dissatisfied with the action or decision of the Local Union or any representative thereof, other than the action or decision of the membership of the Local Union shall take their appeal or complaint to the Local Union Recording Secretary within 30 days as permitted by Article J8 of the Constitution.*
- (c) Appeal Review Committee
  - (i) The Vice President, Chair of the Trustees, Guide and the Recording Secretary of the Local Union Executive Board shall be the Appeal Review Committee. The Appeal Review Committee shall consider the matter itself.*
- (d) Written Decision
  - (i) The Appeal Review Committee shall consult with the grievant, permitting them full opportunity to be heard, and shall reach a written decision. This decision will be provided to the grievant within 30 days of the Local Union Recording Secretary receiving the complaint.*
- (e) Appeal to General Membership
  - (i) Within 30 days of receiving a notice of such a decision from the Appeal Review Committee, the grievant, if wishing to appeal further, shall submit their appeal to the Recording Secretary in writing for consideration by the earliest possible General Membership Meeting.*
  - (ii) The grievant will be provided a full opportunity at the General Membership Meeting to present arguments under "Old or New Business". The decision of the membership shall be final.*

#### Section 19.03 Second Level of Appeal

- (a) Appeal to National Union
  - (i) The National Union will be the second level of appeal.*
  - (ii) Within 30 days of the decision of the General Membership Meeting, or a decision arising from or out of direction(s) provided as a result of the first level of appeal, if wishing to appeal further, the grievant shall submit their appeal as per Article 18 of the Constitution.*
  - (iii) All costs shall be borne by the member.*

**Article XX. STRIKES AND STRIKE COMMITTEE**

Section 20.01 All strikes will be initiated or terminated only in strict conformance with Article 17 of the Constitution.

Section 20.02 The Vice President of Local 88 shall chair all Unit Strike Committees.

**Article XXI. GENERAL**

Section 21.01 Return of Union Property

- (a) All Local Union Officers, Committees, and other members handling funds or other property of the Union shall at the completion of their duties, turn over all documents, funds and/or Union property to the properly constituted Local Union Officers.

Section 21.02 Skilled Trades Separate Ratification

- (a) Skilled Trades shall have a separate ratification vote on the collective agreement, on issues exclusive to the Skilled Trades as provided for under Article 17 of the Constitution.

**Article XXII. LOCAL UNION MERGERS**

Section 22.01 Merger

- (a) Mergers with other local unions will be done in a transparent manner pursuant to Article 15 of our Constitution

Section 22.02 Procedure

- (a) Motion to Merge
  - (i) *A motion in writing, calling for a merger shall be presented to a General Membership Meeting. It must be seconded by a member other than the mover, and no debate can take place at this time.*
  - (ii) *The motion shall then be referred to the Executive Board/or review and recommendation.*
  - (iii) *The motion shall appear on the agenda for the next General Membership Meeting.*
  - (iv) *It shall then be debated and a vote taken on the recommendations of the Executive Board and it shall require a two thirds (2/3) vote in favour of those in attendance at the General Membership Meeting for adoption of the motion.*

(b) Establish Terms and Conditions of Merger

- (i) *The Executive Board shall establish a Merger Committee made up of three (3) members of the Executive Board.*
- (ii) *The Merger Committee will meet with the committee(s) of the other merging local union(s) to draft the terms and conditions of the merger.*
- (iii) *The Merger Committee will report back to the Executive Board and the General Membership on a regular basis.*
- (iv) *The Merger Committee will make a Final Draft on the terms and conditions of the merger and present to the Executive Board.*

(c) Executive Board Recommendation

- (i) *Upon review of the Final Draft the Executive Board will make a recommendation at the General Membership Meeting.*
- (ii) *The recommendation will be whether to merge or not merge shall appear on the agenda for the General Membership Meeting.*
- (iii) *It shall then be debated and a vote taken on the recommendations of the Executive Board and it shall require a two thirds (2/3) vote in favour of those in attendance at the General Membership Meeting for adoption of the recommendation.*

(d) Information Meetings

- (i) *A Special Meeting will be held prior to the Membership Vote in order to explain the Terms and Conditions of the merger agreement.*
- (ii) *The membership will have the ability to ask questions and make comments on the merger agreement.*
- (iii) *No voting will be conducted at these information meetings.*

(e) Membership Vote

- (i) *Each local union must support merger.*
- (ii) *Voting will be done by secret ballot.*
- (iii) *All active and retired members are eligible to vote.*
- (iv) *The vote shall require a majority vote of those voting for the adoption of the recommendation.*

- (v) *We will endeavor to conduct voting on the same day as other merging local union(s).*
- (vi) *Advanced polls will be held as well.*
- (f) Election Committee
  - (i) *The Membership Vote will be conducted by the Local Union Election Committee.*
  - (ii) *Merger voting will be held at each workplace where possible and the Union Hall.*
  - (iii) *Advance polls will be held no less than 2 days prior to vote from 7am to 4pm at Union Hall.*

**Article XXIII. ELECTIONS OF VACANCIES AT A GENERAL MEMBERSHIP MEETING**

Section 23.01 Procedure for Local Union Officer or Unit Committeeperson, Steward, Representative, Chairperson or their Alternates.

- (a) Elections for midterm vacancies will occur biannually in the fall (October or November) following the triennial elections and will continue each spring (April or May) and fall thereafter, until the next triennial elections.
- (b) When the announcement of a vacancy of a local Union Officer , Committeeperson, Steward Representative, Chairperson or their Alternates, the following procedure will be followed;
  - I. Notice of Election will be posted on Local Bulletin Boards of each Unit.
    - (2) Self-nominations will be accepted at the Local Union hall/office during office hours. There will be 2 days of nominations at Local 88 hall/office prior to election date. Online nominations will be available for a 7-day period at the following website: [www.unifor88.ca/elections](http://www.unifor88.ca/elections) ( dates will be posted)
  - 2. The list of Nominations will be posted in the plant the day following the close of the nomination period.
  - 3. Advance poll will be held from 6:00am to 4:00pm on the Friday prior to the General Membership Meeting.
  - 4. Voting will take place at the General Membership Meeting.
  - 5. Should there be a run off, the above procedure will be followed with the run off being held at the following General Membership Meeting.

- (c) In the interim, in the case of a full-time Workplace Committee vacancy, the Chairperson will appoint an Alternate until the semi-annual vacancy election. In the case of an Executive Board vacancy, the President will appoint an existing board member to perform the duties of the offices of Vice President, Recording Secretary and/or Financial Secretary until the semi-annual vacancy election.

## Procedure for All Other Elected Position

- (a) When the announcement of a vacancy of a Labour Council Delegate, an Ontario Federation Labour Convention Delegate, a Canadian Labour Congress Convention Delegate or any other position not stated in Article 23, Section 23.01 of the Local Union Bylaws an election will be held at the General Membership Meeting in accordance to the following procedure:
1. Notice of Election will be reported at the General Membership Meeting the month prior to the General Membership Meeting in which the scheduled election is to take place.
  2. Notice of Election will be posted on Local Bulletin Boards of each Unit.
  3. Nomination process will be completed at the General Membership Meeting in which the scheduled election is to take place.
  4. Voting process will be completed at the General Membership Meeting in which the scheduled election is to take place.
  5. Should there be a run off, the above procedure will be followed with the run off being held at the following General Membership Meeting.

## **BYLAW AMENDMENTS**

### Section 23.02 Procedure

- (a) The Bylaws shall be amended, altered or revised only in conformity with the following procedure:
- (i) A Notice of Motion in writing, calling for amendment, alteration or revision shall be presented to the General Membership Meeting. The notice is merely a statement of intention and can be made by any member during Old and New Business at a General Membership Meeting. It requires no seconder and is not at this time debatable. The motion shall appear on the agenda for the next General Membership Meeting.*
  - (ii) The Notice of Motion shall then be referred to the Constitution and Bylaws Committee and shall be read out at the next General Membership Meeting, together with the recommendation of the Committee.*
  - (iii) It shall then be debated and a vote taken on the recommendations of the Constitution and Bylaws Committee and it shall require a two-thirds (2/3) vote in favour of those in attendance at the General Membership Meeting for adoption of any suggested change.*

- (iv) *The Bylaws once approved by the Membership are then submitted to the National Executive Board for approval. The amendments, or the new Bylaws are not effective until approved by the National Executive Board as per Article 15 of the Constitution.*

## **Article XXIV.SUBMITTING LOCAL UNION BYLAWS TO NATIONAL UNION**

### Section 24.01 Procedure

- (a) Bylaws submitted to the National Union for review and approval should be typed or printed on 8 ½ x 11 sized paper. To re-submit your Bylaws with changes, revisions and/or amendments, please take the following steps:
  - (i) *Take each page of the Bylaws that needs to be changed, and mark the sections you want to change/revise.*
  - (ii) *Retype the entire page with change(s) typed in.*
  - (iii) *Underline the changes on the new page in red pencil or red ink. (If you deleted a portion of the old Bylaws without substituting anything new for it, and therefore you have nothing to underline, make a note in red that the section was changed.)*
  - (iv) *Insert the new page, with changes, into the Bylaws and discard the old page.*
  - (v) *Send one complete set of the revised Bylaws to the National Union. A report will be submitted to your Local Union after they have been processed.*
  - (vi) *In addition, Local Unions are encouraged to submit Bylaws and amendments in electronic format.*

## **Article XXV. LOCAL UNION RETIRED WORKERS' CHAPTER**

### Section 25.01 Local Union Chapter of Retired Workers

- (a) In accordance with Article 12 of the Constitution Unifor Local 88 will establish a Local Union Chapter of Retired Workers for Unifor Local 88 members.

### Section 25.02 Membership and Dues

- (a) Unifor Local 88 Members
  - (i) *All retired workers of Unifor Local 88 are automatically members of Retired Workers' Chapter of Unifor Local 88. All retired Workers will have voice and vote.*

(ii) *Retired Workers of Unifor Local 88 are not required to pay dues during retirement. To assist in financing, voluntary retired membership dues are \$2.00 per month per retired member.*

(b) Associate Membership

(i) *A Retired Worker of Unifor Local 88 may sponsor one (1) "Associate Membership". Membership must be approved at a regularly monthly meeting of the Chapter.*

(ii) *"Associate Member" will have voice but will not be eligible to vote on financial matters of the Chapter.*

(iii) *"Associate Member" will pay dues of \$2.00 per member per month.*

(c) Fraternal Membership

(i) *A former GMCL, CAW, CEP, VA W or VA W member that is not a member of Unifor Local 88 and is retired may make application to join Retired Workers ' Chapter of Unifor Local 88. Membership must be approved at a regularly monthly meeting of the Chapter.*

(ii) *"Fraternal Member" will have voice but will not be eligible to vote on financial matters or vote for executive board positions of the Chapter.*

(iii) *"Fraternal Member" will pay dues of \$2.00 per member per month.*

Section 25.03 Chapter Bylaws

(a) Retired Workers' Chapter Unifor Local 88 Bylaws are in effect a supplement to the By-Laws of Local 88 and wherein these Bylaws do not provide for Constitution provisions, the Bylaws of Local 88 will be used. In addition the Bylaws shall be in all respects subordinate to the Constitution and all applications and interpretations thereof

**Article XXVI. LOCAL FUNDS**

Section 26.01 The Local shall fund the following at rates stated (cents) per member per month;

- |                         |      |
|-------------------------|------|
| (a) Retired Worker Fund | 0.01 |
| (b) Unit Fund           | 0.25 |
| (c) Bursary Fund        | 0.10 |

Section 26.02 The Local shall fund the following at rates stated (percentage) per member per month;

(a) A building fund of 0.008% per month per member will be established



**Dated and signed by the Bylaws Committee of Local 88 Unifor-Canada**

Monica Lovell

Shayla Wolff

Brent Tree

Joe Graves

February 23, 2020

Submitted to Membership     February 23rd 2020  
Month/Day/Year

Approved by Membership     October 25 2020  
Month/Day/Year

Submitted to National         November 16, 2020  
Month/Day/Year

Approved by National         TBD  
Month/Day/Year