



By-Law Articles

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UNIFOR LOCAL 114 – ARTICLES

STATEMENT OF PRINCIPLES - As per Article 2 Unifor Constitution

Democratic

1. Unifor is a voluntary organization that belongs to its members. It is controlled by members and driven by members. Its role is to serve their collective interests in the workplace and in our communities. The life of Unifor is shaped by the essential ingredient of democratic participation. Democratic values are the foundation of all that we do. Our commitment to the principles and practices of democratic unionism define who we are and are reflected in our rules, structures and processes.

United

2. Unity is the process of transforming individual aspirations into collective interests and action. It is based on equality. It is forged in diversity. It is strengthened by solidarity. As we overcome the divides of geography, the barriers of separate workplaces and occupations, and the differences of race and gender, age and background, we build a unified working class organization.

Open and inclusive

3. An engaged membership is critical to Unifor's success. Engagement happens when ideas are welcome, involvement is encouraged and when the union actively develops the skills and understanding of its members. In our efforts to be inclusive, we open the union to new members and a broader definition of membership, and we ensure that our union reflects the diversity of our membership and communities.

Solidarity

4. Unifor is more than an aggregate of individual members. The union is shaped by our relationships, by how we treat and care for each other. Our commitment to solidarity speaks to the significance of the language of "union sister" and "union brother". It is evident in the day-to-day bonds of fellowship and friendship, it is found in the expressions of respect and mutual support, and it is witnessed in the acts of cooperation and interdependence, and by our commitment to anti-harassment.

5. Solidarity is how we pay tribute to the fact that an injury to one is an injury to all. It is how we acknowledge that what we want for ourselves, we want for others. And it is how we demonstrate our resolve and determination to make it so.

Accountable and Transparent

6. Unifor is committed to good governance, fair representation and clear rules and practices. The principle of accountability will be apparent in all our decision making and actions. And the practice of transparency will be evident in our procedures. Our reporting, financial and otherwise, will be timely and reliable and our decision making will be clear and relevant.

Effective

7. Unifor will react quickly, respond effectively, set decisively and maintain a clear focus on our objectives. This requires the development of skilled, competent and capable leaders and staff. It further requires sufficient resources (people and money) effectively used.

Dynamic

8. We are building an organization that is innovative, always reviewing, evolving and improving. For Unifor, change is a constant. We are committed to learn from our efforts, modify our practices, and adopt new ways of conducting our activities.

Militant

9. Our goal is an organization capable of vigorously defending ourselves, protecting and advancing our interest and fighting for all workers.

Progressive

10. Our goal is transformative. To reassert common interest over private interest. Our goal is to change our workplaces and our world. Our vision is compelling. It is to fundamentally change the economy, with equality and social justice, restore and strengthen our democracy and achieve an environmentally sustainable future. This is the basis of social unionism – a strong and progressive union culture and a commitment to work in common cause with other progressives in Canada and around the world.

Gender and Equity

11. Unifor is fully committed to equity and inclusion. Women, Racialized and Aboriginal Workers, Lesbian, Gay, Bisexual and Transgendered Workers, Young Workers, Workers with Disabilities and other Equity seeking groups, will be represented in the structures of the union at all levels. In certain articles the constitution provides specific provisions which detail how women and equity groups participate in the leadership structures of the union. Elsewhere the commitment is expressed as a more general one. Where the commitment is a general one it requires those with the necessary authority and responsibility to address the issue. When By-Laws of all bodies in the unions are submitted to the National Executive Board for approval they will be viewed through this gender and equity lens.

Union Renewal and Generational Change

12. The strength and dynamism of Unifor, at all levels, is based on union renewal. How the structures and practices of the union evolve over time; how the union is open to

and receives new ideas, and how the union renews its leadership by making space for the next generation.

Generational change is essential for union renewal. As such it is the expectation and desire of the union that all national officers, regional directors, local union officers and staff voluntarily retire from their position at age 65 or before.

Leadership

13. The responsibility of leadership is to build the strategic determinants of union strength - membership levels, bargaining power, mobilizing capacity, political influence - and to guide and shape the union with a compelling vision. The role of leadership is to inspire and motivate and to ensure that we achieve all of the above, as well as the following objectives.

PREAMBLE - As per Preamble in Unifor Constitution

1. We form Unifor at a time that is both troubling and critical; a time when the power of corporations and bankers has no limits; when progress has been replaced by a relentless race to the bottom.
2. We form Unifor at a time when our economy is being hollowed, our democracy eroded and when governments have abandoned social progress in the name of austerity.
3. We form Unifor at a time when too many workers are struggling to hang on to the hard-won gains of the past, when the aspirations of too many young people have been battered; when the future for too many of our neighbours is one of growing insecurity and declining quality of life.
4. We form Unifor at a time when the wealth we create is captured by a small and over-privileged elite; when our jobs are outsourced and threatened; when work has become precarious and when our rights and well-being at work are in jeopardy.
5. We form Unifor at a time when our world is rocked by social upheaval and our very planet is threatened by environment degradation and climate change.
6. We form Unifor as an act of hope that good jobs and economic progress will still

be won: that our workplaces will become safer, our jobs more secure, our wages and benefits more rewarding and our lives at work defined by dignity and respect.

7. We form Unifor in the determination that equality and social justice will be achieved, that our young will have a brighter future and that through our actions, our world will be made a different and better place.

8. We form Unifor in the commitment to fight for all of that, and more. And we form our union in the determination to succeed.

9. It is through Unifor that we come together and become more than employees. It is through our union that we find our strength and build our power. It is through Unifor that we express our common goals, support each other, and develop lasting bonds of friendship and solidarity. It is through Unifor that we protect and advance our interests and build our capacity to act for ourselves and with others.

ARTICLE # 1 TITLE

This organization shall be known as "UNIFOR, LOCAL 114".

ARTICLE # 2 JURISDICTION - TRADE UNION STATUS

The jurisdiction of this Local Union shall be the same as that of the National Union of Unifor.

ARTICLE 3A: OBJECTIVES - As per Article 3 in Unifor Constitution

The objectives of Unifor Local 114 are:

In our workplaces

- To promote, conduct and safeguard collective bargaining and to strengthen practices of more broadly based bargaining, including coordinated and pattern bargaining.
- To regulate and improve wages, pensions and benefits, hours of work, employment security and working conditions through collective bargaining and political action.
- To protect and strengthen our rights at work.
- To strive for a safe and healthy work environment.
- To ensure fair treatment, dignity and respect at work.

- To make workplaces more democratic.
- To organize the unorganized.
- To strive for a safe workplace free of discrimination and harassment.

For our members

- To ensure equality regardless of race, sex, age, creed, colour, marital status, sexual orientation, gender identity, disability, religion, political affiliation or place of origin.
- To guarantee that every member receives equal treatment under this Constitution.
- To create and preserve a safe environment free of discrimination and harassment.
- To ensure that our union is committed to the principles and practices of democratic unionism.
- To guarantee accountability and transparency in our decision making and our actions.
- To ensure that our union belongs to its members, is driven by their common objectives and provides ample opportunities for democratic participation.
- To ensure that our union reflects the diversity of our members and communities.
- To provide opportunities for education and development so that our members build awareness and analysis, get more involved in the union and their communities.
- To provide opportunities for workers not in regular employment situations to join our union.

In our communities

- To fight for good jobs in our communities and throughout the economy.
- To provide support to those in need.
- To build our union's presence in the community and encourage our members to be involved in all aspects of community life.
- To work in common cause with other progressives to promote social justice and environmental sustainability at a community level.

- To work on labour-based campaigns with other affiliates of Labour Councils.
- To encourage unorganized workers to join our union and be open to new members in our communities.

In broader society

- To safeguard, protect and extend freedom, civil liberties, democracy and democratic trade unionism.
- To be broadly politically active at the municipal, provincial and federal levels and to mount issue-based campaigns.
- To fight for social and economic reform by giving priority to good jobs, equality and social justice.
- To protect and safeguard the health and safety of the planet by supporting the goal of an environmentally sustainable future.
- To build and unify the labour movement and to act in solidarity with other labour organizations in Canada and throughout the world with objectives similar to ours.
- To support and work in common cause with progressive organizations in Canada and around the world.
- To resist corporate globalization and provide alternatives to job-destroying trade deals and policies.
- To work to end war and contribute to world peace.

ARTICLE 3B: CODE OF ETHICS AND DEMOCRATIC PRACTICES

Democratic Practices

1. Unifor, its Officers, Directors, Staff and members shall be bound by the highest possible standards of ethics, democratic practice and personal conduct.
2. Democratic practices require the regular convening of meetings and bodies where members can participate freely and openly. All decisions affecting the welfare of members, their collective agreements and other terms and conditions of employment should be made through the bodies set out in the constitution in a manner allowing the fullest possible participation of members.
3. The democratic standards of the union proceed from the rights of members as set out in the constitution – including the right to participate in the governance and debates of

the union, the right to free speech and the right to participate in a democratic environment free of harassment.

4. Personal conduct in the union is a matter of democratic practice that shall be subject to an anti-harassment and anti-discrimination policy.

5. In all of the proceedings of the union, the constitution and all By-Laws, rules or procedures will be applied consistently, reasonably and with fairness and all members shall be protected by due process and the principles of natural justice.

6. The Office of the President, the National Executive Board, any appeal body and the Public Review Board established by this constitution shall be guided by the constitution and this Code of Ethics.

Safeguards of Democratic Practice

7. Democratic practice also requires that standards of accountability and safeguards are upheld at all levels of the union, from the National Executive Board to Local Unions and workplace committees. No corruption, discrimination or anti-democratic behaviour can be permitted.

8. No Officer, Staff, member or person mandated by the union with the responsibility to inquire, audit or otherwise safeguard the ethics or integrity of the union shall be impeded or constrained in their responsibilities. No violation of this Code shall be covered up from an appropriate investigation.

9. This Code of Ethics applies to all union activities and relationships, including participation in pension plans, health and welfare plans, insurance plans, and private or public bodies to which a union officer or representative may be appointed.

Conflict of Interest

10. The affairs of the union shall not be conducted in any manner which results in personal profit or advantage to any Officer, member of an Executive Board, bargaining committee or representative of the union, whether elected or appointed.

11. Any Officer or Representative of the membership has the responsibility to disclose significant personal interests that they may have with regard to a decision they are called upon to participate in or make. This may include personal relationships, expectation of profit, ownership or investments in a company, personal gifts, offers of employment or other personal gain. It is the responsibility of the Officer or Representative to disclose information related to a potential conflict, which may result in the exclusion of that person from debate and voting or other participation concerning the conflict. Conflict of interest does not include the benefits of collective bargaining that are received by members of a bargaining unit or benefits to union members generally as a result of the democratic decisions or activities of this union.

Financial Practices

12. The financial practices of the union shall at all times meet the highest available standard of accounting, investment, procurement and reporting. It is the responsibility of the Secretary Treasurer and the National Executive Board to ensure that all local unions, subordinate bodies and representatives of the union are informed of these standards and have opportunities for appropriate training.

13. The National Executive Board, local unions and subordinate bodies shall have clear policies governing the expenditure of funds by named Officers or Representatives, including accounting and oversight for personal expenses.

14. Procurements of the union generally shall require competitive bids and due diligence by the appropriate authorizing body.

15. The National Union, local unions or subordinate bodies shall not loan money to any member, Officer or Representative. This does not include advances or assistance which may be deemed appropriate to carry out the activities of the union.

National Officers, Regional Directors and Employees of the National Union

16. A National Officer or Regional Director shall have no other employment. They shall accept no other income for carrying out the duties of their office. This does not include compensation for personal expenses or reasonable per diems, nor does it preclude income and benefits from personal endeavours or achievements such as awards and prizes, royalties or personal investments.

17. Staff of the National Union shall not accept any other income for carrying out their duties or for participating in boards and public bodies as a representative of the union. This includes honorariums, retainers or stipends or major gifts, but does not include compensation for personal expenses or reasonable per diems.

Local Union and Subordinate Body Officers and Representatives

18. An officer or an elected or appointed representative to a bargaining committee, workplace committee, national union committee or body, community board or serving in any other capacity on behalf of the local union shall disclose to the membership any compensation received from the union, an employer or any third party for the carrying out of their duties or assignments. This does not include compensation for personal expenses or reasonable per diems.

Enforcement of the Code of Ethics

19. The ethical and democratic practices in this Code must be well understood and enforced by the union at all levels. Even the appearance of any violation of these standards can be the basis for investigation and action under the constitution.

20. If it is believed that a violation of this Code of Ethics has taken place or is taking place, a signed letter of complaint may be sent to the President with specific allegations describing how the Code of Ethics has been violated. This practice may be used when the person making the complaint does not wish to make a charge under this Constitution, or the circumstances of the matter give rise to concerns with respect to confidentiality.

21. The President shall deal promptly with any complaint alleging a violation of the Code of Ethics. Unless the complaint constitutes a charge under the constitution, the President shall investigate the matter in a confidential manner that respects the rights of all parties taking into account the principles of natural justice.

22. If the complaint is deemed by the President to be an acceptable charge as per Article 18 Section C the matter shall be considered a violation of the constitution subject to the procedures and appeals in Article 18.

ARTICLE # 4 MEMBERSHIP

(a) Application for Membership:

Application for membership in the Local shall be made in writing and may be accepted from the applicant by a Local Officer or designated authority. Each person signing an application for membership and paying the initiation fee, if applicable, or as prescribed by the Local, will thereby agree to comply with the aims, principles and policies of the Local and National Union. Upon approval of such application, according to **Article 5 of the Unifor Constitution**, the applicant shall be entitled to full membership status. The Local may approve or reject an application for membership as determined by the Local.

(b) Maintenance of Membership:

Every member must pay regular dues on a monthly basis and any member failing to pay dues, including fines and assessments where applicable, for more than two (2) months shall be deemed to have abandoned membership except where:

- 1) The Local Executive Board, with Membership and National Executive Board approval, has designated that a person shall be an "honorary member."
- 2) The Member is not working due to illness or injury except where he/she has received wages for at least five days or the equivalent of forty (40) hours straight time in a month.
- 3) The member is part of a bargaining unit for which certification is pending.
- 4) The member is on strike or locked out and
 - (i) is doing picket or alternate duty,

or

- (ii) is working at other employment and is sending financial support to those on strike or locked out in the amount agreed upon by the local membership.

- 5) A member who is laid off, suspended, terminated or working in a non-**Unifor bargaining unit, in which case Article 5, Section 19 through 23 of the Unifor National Constitution applies.**
- 6) The Member has applied for and received special dispensation from the Local Union for circumstances not covered by any of the above.

(c) Duties of Local Union Members:

- 1) It will be the duty of each member to conscientiously seek to understand and exemplify by practice the intent and purpose of her/his obligation as a member of this National Union.
- 2) Each member has the duty to help brother or sister members in case of illness, death or distress.
- 3) Each member has the duty to participate in all municipal, provincial and federal elections.
- 4) A member who counterfeits or imitates National Union dues receipts, insignia, label or buttons, or deliberately uses them, may, after a trial, be subject to expulsion.

In Article 4, add: As per Article 15 K: Community Chapters in Unifor Constitution

d) Community Chapter

Members of the Unifor [INSERT COMMUNITY CHAPTER NAME] will be members of Unifor Local 114, as per the Unifor Constitution. The Community chapter will have one seat on the local's executive with voice but no vote. Membership shall commence upon completion of a membership card declaring support of and adherence to the Constitution of the National union and the payment of applicable dues. Community chapter bylaws shall be established and remain consistent at all times with the Unifor Constitution. Such by-laws must be submitted to the Local and National Union for approval. Local 114 will assist the community chapter with guidance and support in their goals and involve them in the activities of the local.

ARTICLE # 5 INITIATION FEES

The initiation fee for membership shall be ten dollars (\$10.00), as per **Article 5 Section 11 and Article 15 Section G: 3 of the Unifor** National Constitution, for membership in this Local Union, except where laws or regulations of the Provincial or Federal Governments require a lesser or larger initiation fee or where the initiation fee has been dispensed with, pursuant to the **Unifor** National Constitution.

ARTICLE # 6 DUES

The dues level for all members who work at least 40 hours in a calendar month of Local 114 will be the equivalent to two (2) hours and twenty (20) minutes straight time pay per month, or as agreed to by some other formula (**percentage of Gross Pay as per the Unifor Constitution Article 15 G: Local Dues**).

The minimum dues level for all members who work less than forty (40) hours in a calendar month of Local 114 will be the equivalent to one (1) hour and ten (10) minutes straight time pay per month, as per Article 17, Section 2 of the Constitution.

As well, the dues level for all members of Local 114 will be increased by twenty-five (25) minutes above the dues level, which will bring the actual dues level to two (2) hours and forty-five (45) minutes straight time pay per month for members who work at least 40 hours in a calendar month and one (1) hour and thirty-five (35) minutes straight time pay per month for members who work less than forty (40) hours in a calendar month.

The additional twenty-five (25) minutes dues will be the exclusive property of Local 114.

Dependent Contractor dues will be set at a rate of fifty dollars effective May 1st, 2012 per month.

ARTICLE # 7 GENERAL MEETINGS

- (a) General Meetings of Local 114 will be held on specified times and dates as set out by the Local Executive. **There shall be four (4) General Meetings a year;** location(s) and times shall be posted at least 20 days prior to them taking place. It is understood that **General Meeting are held in the Lower Mainland each year.** The Local Executive shall conduct the business of the Local in the months there are no General Meetings. All matters of decisions shall be reported at the next General Meeting of the Local.
- (b) Special meetings may be held at any time by a majority decision of the Executive members of this Local Union or by a petition of ten percent (10%) of the Local members.
- (c) Seven (7) members of the Local Union shall constitute a Quorum at any

Membership meeting.

A Quorum of the Executive Board will be five (5).

- (d) The above sections do not preclude the holding of bargaining unit meetings. Unit meetings shall be called at the discretion of the Local President, the Local Executive, Local Servicing Representative(s) or a National Representative.

General Meetings will be held in the following months:

March; June; September and December each year.

ARTICLE # 8 LOCAL UNION OFFICERS

- (a) Executive
President
Secretary Treasurer
1st Vice President
2nd Vice President
3rd Vice President
Recording Secretary
Sergeant-at-Arms
Guide
Trustee
Trustee
Trustee
Northern BC/AB Member-At-Large
Southern BC/AB Member-At-Large
Vancouver Island Member-At-Large

Section 1

The Local Union shall have the following Executive Officers: President, Secretary Treasurer, 1st Vice-President, 2nd Vice-President, 3rd Vice-President, Recording Secretary, Sergeant-At-Arms, Guide, Trustee #1, Trustee #2, Trustee #3, Northern BC/AB Member-At-Large, Southern BC/AB Member-At-Large and a Vancouver Island Member-At-Large. These officers will serve for a period of three (3) years.

At their first meeting following the election of the Executive Officers in June 2001, and every subsequent three-year term election thereafter, the Executive shall have the right to add up to a maximum of two (2) Members-At-Large to the Local Executive to insure voice and vote from Women and Visible Minorities.

Section 2

The Executive Board shall be comprised of the Executive Officers of the Local Union.

Section 3 (a)

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 requiring prompt and decisive action affecting the vital interests of the

Local Union, without prior membership approval.

Section 3 (b)

Between meetings of the Executive Board, the President shall exercise general administrative authority or delegate it to someone in the Local office, who shall be empowered to act on behalf of, and take action permitted by, the Executive Board, subject to subsequent approval of the Executive Board.

ARTICLE # 9 ELIGIBILITY OF MEMBERS TO HOLD OFFICE

- 1) No member shall be eligible for election as an Executive Officer until he/she has been a member in continuous good standing in the Local Union for one (1) year immediately prior to the nomination (the exception is a newly organized or merged group).
- 2) Eligibility for all other offices in the Local Union is the requirement to be a member in good standing for one (1) year as well.
- 3) Delegates to the Unifor Regional/Canadian Councils and Constitutional Conventions are to be elected in accordance with the provisions of Article 9 and 10 of the national Constitution.

ARTICLE # 10 ELECTIONS

(a) Election Committee

1. An Election Committee of three (3) members shall be nominated and elected by secret ballot at a regular General Meeting prior to the election of a new Executive and every three (3) years thereafter.
2. The Election Committee and the Membership shall be governed by the National Constitution and the Guide for Local Union Elections issued by the National Union.
3. The Election Committees shall be charged with the responsibility of conducting all elections and referendums as per the **Unifor National Constitution and Guide for Local Union Elections**.
4. **The Election Committee will be elected in December, leading into an election year.**

(b) Local Elections

1. Nomination and election of Labour Council delegates will be carried out in **March**, and every two (2) years thereafter and held at a General Meeting.
2. Nominations and election of Delegates to the BC Federation of Labour Convention will be elected in **September** of each year and held at a General

Meeting.

3. Nominations and election of Canadian Labour Congress delegates will be elected to the CLC Convention at the time the Convention call is initiate and held at a General Meeting.
4. Nominations and election of **Unifor National Constitutional Convention delegates shall be held every three (3) years** and held at a General Meeting.

Items 1 through 4 above will be governed by the Unifor National Constitution and Guide for Local Union Elections.

5. Nomination and election of Unit Chairpersons, Stewards, and Health and Safety Committee members will be dealt with internally through the Local. The process will be dealt with through each Bargaining Unit of the Local.
6. Nominations for Executive Officers, Committee Chairpersons, Unifor BC Regional Council Delegates will be held at the **June** General Membership Meeting of the Local, at the Local Union office in New Westminster, BC, and every three (3) years thereafter.

A member may only accept nomination for one of the positions noted in Article #8 -- Local Union Officers.

7. The membership will be given at least seven (7) calendar days advance notice of the fact that nominations are to be made at the General Meeting. Anyone wishing to have their name put forward who cannot attend the General Meeting may write to the Recording Secretary of the Local prior to the Nomination Meeting to have their name put forward for the position they seek.

At the nominating meeting, any member in good standing may nominate himself/herself or any other member for office. It shall not be required that a member be present at the General Membership Meeting in order to accept nomination.

Once nominations close, it shall be the responsibility of the nominator to inform the person whom they have nominated to officially write to the Local Recording Secretary within seven (7) calendar days after the Nomination Meeting to accept their nomination or it will be assumed that the nomination is not wanted and their name will be dropped from the ballot. If a member is nominated and the nominator fails to notify the nominee, such failure will not invalidate or excuse the member's responsibility to accept such office or position to which he/she was nominated within the established deadline period.

After the deadline for acceptance of nominations, the Election Committee

must check the membership records of all nominees in order to determine whether or not the nominee was in continuous good standing for one (1) year immediately preceding the nomination.

Accepted nominations will be posted in all the shop(s)/depot(s).

8. The elections **process will start taking place in the month of June**, and will take place every three (3) years thereafter. Election information will be posted at least fifteen (15) calendar days prior to the voting deadline date(s). The dates and times for mail-out/mail-in ballots shall be posted and will be decided by the Executive Board of the Local prior to the notice(s) going out. All voting shall be done by mail-out/mail-in ballots, except where the Local Executive deems it necessary to hold Polling Stations (the Lower Mainland would be an area to hold a polling station).
9. Names of nominees will be listed in alphabetical order on the ballots.
10. All elected positions in the Local Union shall be decided by secret ballot.
11. A winner will be declared if he/she receives fifty percent (50%) plus one (1) of the votes. If no winner is declared, a run off election will be held. The run off will be held by the two (2) top candidates who receive the most votes.
12. Any Executive Position that becomes vacant will be filled by a By-Election; times and dates to be set by the Executive Committee, with membership approval. **If a vacancy occurs in the final year of a three year term the election will hold off until the full election process, except for the following: Vacancies in the office of President are to be filled by the 1st Vice-President for the remainder of the unexpired term. The 2nd Vice-President shall then move up to the position of 1st Vice-President and the 3rd Vice-President shall move up to the roll of 2nd Vice-President. This will leave the 3rd Vice-President position open to fill as per this article.**
13. If any officer holding an Executive position wishes to run for any office that becomes vacant, he/she must declare his/her intentions at the time the By-Election is called so that nominations and elections may be held for his/her position at the same time as the initial vacancy.

**ARTICLE # 11 VOTING PROCEDURES – As per Article 15, Section b,
Paragraph 5 under the Unifor Constitution and the Unifor Policy Regarding Local
Union Elections.**

Section 1

- (a) 1) Local Union officers must be elected by a majority vote (50% + 1), unless only one person is nominated for office, and accepts the nomination, in which case that person shall stand elected by acclamation.

- 2) If an election is to take place for Members at Large the person receiving the largest number of votes in any election shall stand elected, unless only one person is nominated for office, and accepts the nomination, in which case that person shall stand elected by acclamation.
- (b) Except in the case of elections or secret ballot votes, the President shall not have a right to vote except in the case of a tie vote, when the President shall cast the deciding vote.
- (c) To ensure the fullest possible participation of the membership in any election or referendums, the Local Union Executive shall be responsible for giving adequate notice and outlining date(s), time(s), and place(s) for any elections or referendums.

Section 2

Voting procedures for Bargaining unit(s) conducting a ratification of a new or revised collective agreements shall be:

- (a) Notices of a ratification meeting shall be posted at all work sites where the members can easily see the dates and times of the meetings. If it is not possible to post the notices of the ratification meeting at the workplace then a mail-out will be done with the current membership addresses available at the Local Office. Other methods can be explored and used to get the meeting information out to the membership.
- (b) At the meeting the proposed settlement offer will be presented and discussed and then voted on by secret ballot.
- (c) There will be an official sign-in sheet for any votes conducted; the member will sign the sign-in sheet before being given the ballot.
- (d) There will be no absentee or proxy balloting.
- (e) If a member is restricted from attending the ratification meeting by being on union or personal leave outside of a 100 mile radius of where the ratification meeting is going to be held, hospitalized or working a scheduled shift at the bargaining unit during the time of the meeting(s), then they will be allowed to vote at an alternate polling time.

If a members(s) meets the test of the above criteria, he/she must personally notify the Local Office as soon as possible prior to the ratification date in which case they Local will attempt to facilitate the request.

- (f) The Local Executive may authorize a mail-out/mail-in style balloting system for remote areas of the Province(s). In the application of this process, all related information on the proposed package must accompany the ballot.

ARTICLE # 12 PLEDGE OF OFFICE

All incoming Local Union Officers, Shop Stewards, the Local Union Representative, Health and Safety Committee members and all other Committee members shall be required to take and sign the Pledge of Office.

The Pledge shall be the same as outlined in Article 24 of the Unifor Constitution as follows:

The Installing Officer says:

“Give attention while I read to you the obligation:

“Do you pledge on your honour to perform the duties of your respective offices as required by the Constitution of the Union and to bear true and faithful allegiance to Unifor.

Do you pledge to promote a harassment and discrimination-free environment and work to ensure the human rights of all members are respected?

Do you pledge to support, advance and carry out all official policies of the Union and to work tirelessly to advance and build the membership of our Union?

Do you pledge to deliver all books, papers, and other property of the Union that may be in your possession at the end of your term to your successor in office, and at all times conduct yourself as becomes a member of this Union?”

Officers respond, “I do.”

The Installing Officer then says:

“Your responsibilities are defined in the By-Laws, Constitution and policies of Unifor. Should any emergency arise not provided for in these, you are expected to act according to the dictates of common sense, guided by an earnest desire to advance the best interest of the Union. I trust you will all faithfully perform your duties so that you may gain the esteem of your brothers and sisters and the approval of your conscience.

“You will now assume your respective offices.”

Any Executive Officer failing to take this Pledge shall be disqualified as an Officer of this Local and shall have his or her office declared vacant.

ARTICLE # 13 ATTENDANCE RULES

1. All members of this Local Union holding an elected or appointed position are required to attend: Two (2) out of three (3) consecutive membership meetings unless officially excused for cause by the Local Union. Two (2) out of three (3) consecutive meetings expected of their respective office or position unless otherwise excused for cause by the Local Union.
2. Failure to comply with the above regulations without valid and legitimate excuse will result in the following action: For the first offence of two out of three consecutive meetings missed, a letter will be sent out notifying of the meetings missed. For the second offence of two out of three consecutive meetings missed, automatic removal of that member from his/her Local Union position.
3. Removal from office under these regulations shall render the offender ineligible to run for any elective position for the remainder of the term of office from which s/he was so removed, with the exception of delegates to the National Convention.
4. Candidates for elected office will be notified of the obligation to attend meetings under the Articles. Such notice will appear on the notice of nomination.
5. The enforcement of attendance rules will apply for all elections held after the adoption and approval by the National Executive Board of these Articles.

ARTICLE # 14 GRIEVANCE PROCESS

Section 1

The determination to accept a settlement, withdraw or recommend the processing to arbitration of our Local grievances must be decided by the Unifor National Servicing Representative or the Local Servicing Representative assigned to the Local Bargaining (Unit) Group.

Section 2

There will be two (2) criteria for appeal (Review).

1. The first criteria is if a Local Representative or Local Officer denies a grievance and the following process will take place. *See Request for a Review and First Level of Review Below.*
2. The second criteria is if a Unifor National Servicing Representative denies a grievance, then the following process will take place. *See Second Level of Review Below.*

The member(s) will be notified of the decision and, if the member(s) is not in agreement with the decision, he/she will be advised of his/her right to appeal the decision as per "A Request for Review" list below.

A Request for Review must be made within 30 days of a decision or action, or the member's knowledge of the decision or action or within 30 days of when a member ought reasonably to have knowledge of the decision.

A Request for Review shall be mailed or delivered to the President of the Local Union representing the member. The Request for Review shall also be sent to the Recording Secretary or to another appropriate Officer of the Local.

The Request for Review of Decision shall:

- be in writing and be legible
- be signed by the member and dated
- contain a return mail address, email address, phone numbers and other appropriate contact information
- include the name of an advocate or any person preparing the Request on behalf of the member
- be specific in describing the action or decision which is to be reviewed
- be specific in describing why the action was not fair or reasonable or did not have a rational basis
- be specific in describing how the action or decision results in an injury or penalty to them
- be specific in describing the remedy or outcome requested

If an appeal is mailed, it is deemed to be filed on the date of the postmark.

The Local may return the Request for Review if it does not meet the criteria specified above. However, if a Request for Review is returned it does not extend the time limit.

Section 3

First Level of Review:

The Local Union which receives a request to Review a Decision pertinent to the decision under review shall consider the matter at their next regular Executive meeting. If there is no regular Executive meeting which can practically respond to the request within 60 days, the Local Union Executive may hold a special quorum which shall constitute at least five (5) Executive Officers of the Local to deal with the review.

The member shall have a full opportunity to present arguments.

On matters of limited scope such as procedural rulings, appointments to committees or delegations, awards, personal recognition or recreational affairs, the review by the Local Union shall be final and without further review.

The Local will bear no costs or expenses for the Grievor(s) in any level of review.

Section 4

Should there be a disagreement with the decision of the Local Executive Board or Local Executive Officers meeting as outlined in Section 3, then the next appeal would go to the *“Second Level Of Review”*. The time limits to appeal the final decision of the Local Executive Board or Local Executive Officers to the *“Second Level of Review”* would be thirty (30) days after proper notice of the above decision.

“A Review of Decision by the Committee is the second level of review. A request for a further review shall be within 30 days of a decision by the Local Union or Bargaining Unit.”

Section 5

Article 18 B & C – And Unifor “Procedure Policy on Constitutional Matters” shall become part of our By-Law Article 14 – Grievance Process for reference purposes as well. See attached.....

** Local Executive Officers shall be those as described in the Constitution.*

PROCEDURE POLICY ON CONSTITUTIONAL MATTERS

1. This policy governs the implementation of Article 18 Sections B and C concerning the right of members to request a Review of Decision, or charges against members for alleged violations of the constitution.

Committee on Constitutional Matters

2. The Committee on Constitutional Matters shall be appointed by the President and include not less than 2 members.
3. Committee members have the right to demand any information relevant to their investigations, and all Local Union Officers, Staff Representatives, Directors and Officers shall cooperate and assist the Committee in its work.
4. The Committee shall determine its own procedures on any matter not specified by the Constitution or this policy.
5. If translation services in French or English are required for documents, written submissions or interpretation is required in French or English for hearings, the Committee shall arrange for these services to be provided at the cost of the National Union.
6. If the record, or a hearing, involves information concerning a member’s employment record or any other confidential information, all such information shall be provided to the Committee in a confidential manner, and the Committee will take all appropriate steps to maintain the privacy of the member and the confidentiality of the information provided.

7. Contact information for the Committee shall be available to Local Unions and members on the National Union web site.

Time limits and procedures

8. The time limits and procedures set out in this policy are mandatory. Only the National President may waive a time limit or other requirement, based on consideration of extraordinary circumstances.
9. A Request for Review which cannot be practically considered within time limits required by a collective agreement or by a legal process shall be considered inadmissible.
10. A written request for Review of Decision, a charge, or an appeal is considered to have been filed on the date of the postmark.

A Request for Review

11. A Request for Review must be made within 30 days of a decision or action, or the member's knowledge of the decision or action or within 30 days of when a member ought reasonably to have knowledge of the decision.
12. A Request for Review shall be mailed or delivered to the President of the Local Union representing the member, or the accountable body to which the deciding authority reports. An accountable body may be a Bargaining Unit membership meeting, or an Executive or Committee with the authority to make a final decision. The Request for Review shall be sent to the Recording Secretary or to another appropriate Officer.
13. If a decision or action subject to Review was made by a Staff Representative, Director, Regional Director, Officer or by a Council or Bargaining Council or Committee, the request for review shall be sent to the Committee at the Office of the President and shall be processed directly by the Committee on Constitutional Matters as described in the "second level of review" below.
14. The Request for Review of Decision shall:
 - be in writing and be legible
 - be signed by the member and dated
 - contain a return mail address, email address, phone numbers and other appropriate contact information
 - include the name of an advocate or any person preparing the Request on behalf of the member
 - be specific in describing the action or decision which is to be reviewed
 - be specific in describing why the action was not fair or reasonable or did not have a rational basis
 - be specific in describing how the action or decision results in an injury or penalty to them
 - be specific in describing the remedy or outcome requested

15. If an appeal is mailed, it is deemed to be filed on the date of the postmark.
16. The Committee may return the Request for Review if it does not meet the criteria specified above. However, if a Request for Review is returned it does not extend the time limit.

First Level of Review:

17. The Local Union which receives a request to Review a Decision or the Bargaining Unit pertinent to the decision under review shall consider the matter at their next regular meeting. If there is no regular membership or Bargaining Unit meeting which can practically respond to the request, the Local Union or Bargaining Unit Executive may conduct a review.
18. The member shall have a full opportunity to present arguments.
19. On matters of limited scope such as procedural rulings, appointments to committees or delegations, awards, personal recognition or recreational affairs, the review by the Local Union shall be final and without further review.

Second Level of Review:

20. A Review of Decision by the Committee is the second level of review. A request for a further review shall be within 30 days of a decision by the Local Union or Bargaining Unit.
21. When the Committee receives the request for a Review of Decision it shall acknowledge receipt of the request to the member and notify the Local Union or any other respondent that the request has been received.
22. The Local Union or respondent shall within 21 days forward to the Committee a full record of the matter. The record shall include all relevant information in the file of the Local Union, including motions passed, minutes of proceedings, and correspondence. The Committee may request further information to be provided.
23. The Committee will review the record and carry out a preliminary investigation of the matter. The Committee will determine if further information is required. If relevant facts are agreed, the Committee may ask for written submissions, and may establish a time limit for the member and/or the Local Union for such submissions.
24. The Committee may also determine that a hearing is required. A hearing convened by the Committee shall be held in the region where the member resides. It shall be informal and provide all parties a full opportunity to be heard. Generally, hearings shall be based on the record of the matter, and the information and arguments presented by the member or the Local Union. However, in exceptional circumstances, the Committee may agree to hear witnesses or third parties.

25. The member is entitled to an advocate who will assist them in the hearing, and who may present arguments on behalf of the member. All costs for an advocate shall be borne by the member.
26. The Committee shall make every effort to prepare a written decision in a timely way, and shall send to the member a copy of the decision by registered mail and notify the Local Union and any other respondent.
27. A request for further review to the Public Review Board must be made within 30 days of the member receiving the decision by letter addressed to the PRB sent care of the National President. The full record is then forwarded to the PRB. The Public Review Board may request further submissions concerning the full record or determine that a hearing is required however it may not expand the record.

Charges Against Members

28. Charges against members shall be sent to the Local Union of the accused, and to the Office of the President. When a charge is received at the Office of the President, the Committee shall act on behalf of the President.
29. A charge against a member must
 - be in writing and be legible
 - be signed by the person(s) laying the charge and dated
 - contain a return mail address, phone numbers and other appropriate contact information
 - be specific in describing the basis of the charge including the Articles of the constitution that have been violated
 - be specific in describing the actions of the accused that give rise to the charge
30. The charge shall be sent to the Recording Secretary of the Local Union of which the accused is a member. The Local Union, or the Local Union Executive, shall vote on whether the charge is proper.
31. A charge shall be considered proper if there are facts or information which indicates that an apparent case of violation of the constitution may have taken place. An accusation which is considered frivolous or vexatious shall not be considered proper. A charge which is irregular as regards its timeliness or specificity shall not be considered proper.
32. If the Local Union considers the charge to be proper it shall immediately inform the Office of the President that a charge has been laid and notify the accused by registered letter within 7 days. The Local Union shall forward the charge and a full record of all matters relating to the charge to the Committee. The full record includes all documents or correspondence which may be relevant.
33. If the Local Union considers the charge to be improper, the person laying the charge may within 30 days of the Local Union decision, appeal the decision to the

34. The Appeal to the President shall include the full charge sent to the Local Union, but the appellant member may not alter or amend the charge, or include additional information not considered by the Local Union. It must be signed and dated by the person laying the charge.
35. Upon receiving a charge in the Office of the President, the Committee will inform the accused in writing that a charge has been received.
36. The Committee will determine if the charge is admissible, including its timeliness, specificity and whether the charge may be frivolous or vexatious. The charge shall be dismissed if it is irregular in any of these respects.
37. If the charge is deemed admissible, the Committee shall inform the accused and the persons laying the charge of any investigation it deems necessary, and whether written submissions or a hearing shall be convened. Within 21 days of receiving this information, the accused may require that a hearing be held.
38. If a hearing is convened, it shall be held in the region where the accused resides. A hearing shall be informal and provide all parties a full opportunity to be heard. Rules of evidence shall not apply, and the Committee may inquire into the facts in any way it deems appropriate.
39. The accused is entitled to an advocate who will assist them in the hearing, and who may present arguments on behalf of the accused. All costs for an advocate shall be borne by the accused.
40. The Committee shall render a decision in writing which provides reasons for its decision. The decision shall be sent by registered mail to the accused and to the person(s) laying the charge.
41. Within 30 days of receiving the decision of the Committee, either the accused or the persons laying the charge may appeal the decision to the National Executive Board. The appeal shall be sent to the Office of the President, and shall be signed and dated.
42. The appeal shall include:
 - a copy of the decision which is appealed
 - specific reference to decision or part of the decision which is appealed
 - a summary of reasons for the appeal
 - the remedy sought
43. If an appeal to the National Executive Board has been received, the Committee shall inform the parties that an appeal has been received and inform the parties of the date of the meeting of the NAC when the appeal will be heard.
44. The Committee will inform the National Appeals Committee of the NEB that an

appeal will be heard and arrange a meeting of the National Appeals Committee at the time of the regular National Executive Board meeting. The National Appeals Committee will be provided with the full record of the charge for review.

45. The National Appeals Committee shall not consider any information or allegations not provided to the Committee at the previous appeal.
46. Based on the review of the record, National Appeals Committee shall
 - determine that a new hearing be held
 - recommend to the NEB that the decision of the Office of the President be upheld
 - recommend to the NEB to amend any reprimand or penalty
 - recommend to the NEB to dismiss the charge
47. The decision of the NEB shall be sent by registered mail to all parties.
48. An appeal to the Public Review Board must be made within 30 days of receiving the decision of the NEB decision by letter of appeal to the National President. The National President shall insure that the letter of appeal and the full record is delivered to the PRB. The PRB shall not expand the record. Within 120 days, the PRB shall render a decision in writing which may:
 - Uphold the decision of the National Executive Board
 - Overturn the decision if it is unreasonable, and substitute a decision that is appropriate in all the circumstances including a direction that the matter be reheard by a lower body.

ARTICLE # 15 MEMBERS' EXPENSES

The Local shall pay members' ordinary expenses which have been authorized by the President or the Secretary Treasurer.

No expense claims shall be any older than sixty (60) days from the time they took place.

Failure to comply with this Article could result in non-payment of a member's expense.

All in-town expenses will require the authorization of the President and/or Secretary Treasurer.

Members using their own vehicles on appropriate Union business shall be compensated forty-three [43] cents per kilometre.

“In-Town” mileage will only be paid if the driving distances is over 100 kilometers per trip/per day.

The per diem for In Town and Out-of-Town but in-provinces (BC and Alberta) business for the Local will be:

Forty-five dollars (\$45.00) per day
(Breakfast -- \$12.00; Lunch -- \$15.00; Dinner -- \$18.00)

The per diem for Out-of-Province (BC and Alberta) business for the Local will be based

on a rate of eighty-one dollars (\$81.00) per day, with the following breakdown:

1. \$81.00 per day, plus hotel, where an overnight stay is involved, and provided a receipt is supplied.
2. \$40.50 per day, same day return, provided the member travels at least 160 km one way from home and no meals are provided.
3. \$40.50 per day, on a return day from an overnight stay, provided return is greater than 160 km.
4. When staying at the Port Elgin Facility and where meals are included then the following will occur; \$20.00 per day for out-of-pocket expenses except for the return day then #3 above will occur.

The expenses paid by Local 114 will not exceed the amounts as set out in the National Executive Board Policy Regarding Local Union Expenses.

ARTICLE # 16 REIMBURSEMENT FOR EXECUTIVE MEETINGS

Executive members attending executive meetings, with loss of wages, shall be reimbursed for time loss. This is to be paid a maximum of once a month except in the case of an emergency meeting to be called at the discretion of the Executive.

ARTICLE # 17 EXPENSE COVERAGE FOR NEGOTIATIONS

Section 1

For the purpose of bargaining, shops that have thirty-five (35) members or less shall have one (1) member elected to the bargaining committee. The Local permits up to two (2) elected bargaining committee members for a shop with a total of thirty-six (36) to one hundred (100) members. There shall be one (1) additional bargaining committee member elected for the next one hundred (100) members or portion thereof. There shall be one (1) additional bargaining committee member elected for a shop total exceeding five hundred (500) members.

Section 2

The Local recognizes that special circumstances may occur whereby additional bargaining committee members may be required. In this case, a request will be put forward to the Local Executive for approval.

Section 3

It is also a Local policy to include language in Collective Bargaining to have the employer pay for all or a portion of the negotiating committee wages while in bargaining, as well as the full cost of producing the Collective Agreement.

Section 4

This Article does not pertain to first time bargaining committees (first collective agreements). This will be decided accordingly by National Policy and the National Representative assigned.

ARTICLE # 18 FINANCES

All monies in the hands of any officer of the Local Union shall be deposited in the name of the Local Union and a complete record of all monies received and paid out shall be by cheque only, and shall require the signatures of at least two (2) authorized officers of the Local Union (The President and Secretary Treasurer of the Local).

ARTICLE # 19 THIRD SIGNATORY

In addition to the President and the Treasurer, there shall be a third signatory to the Local Union accounts, and that signatory shall be an Elected Executive Board member (not the Trustees) or a support staff person appointed by the Local Executive, who must live and work in the Lower Mainland area. Any two (2) of the three (3) authorized signatories can sign cheques and no single signature on a cheque can be approved or processed by the Locals Financial Institution as there must be two (2) signatures on all cheques issued. Under no circumstances should any blank cheques be countersigned by any local signatory.

ARTICLE # 20 DONATIONS FROM LOCAL UNION TREASURY

Section 1

Any donations from the Treasury of the Local Union voted on at any General Membership Meeting shall not exceed the Executive Board recommendations to any person, persons, or organizations inside or outside of **Unifor**.

Section 2

The maximum amount of any donation will not exceed two hundred dollars (\$200.00).

Section 3

However, the Local Union may, in an emergency, when a larger amount is both necessary and warranted, suspend Sections 1 and 2 of this Article by a two-thirds majority vote of the members present at a General Meeting to meet the specific requirements of that particular donation. All donations specified in this section must be dealt with first by the Executive Board of the Local.

ARTICLE # 20 (A)

THE CHILDREN'S CHARITY OF BRITISH COLUMBIA

The Local will make a yearly donation to Variety, The Children's Charity, each January in the amount equal to one dollars (\$1.00) per member based on the previous year's total membership numbers of the Local for the year.

This By-Law Article can be suspended or amended by the Local Executive if the previous year-end financial report reflects a deficit balance for the Local.

ARTICLE # 20 (B)

ANNUAL DONATION TO UNITED WAY

The Local will donate an equal amount to match up to a maximum of one (1) day wages for each of the Local staff who make a personal donation in wages to the Annual United Way Campaign each year.

ARTICLE # 21 COMMUNITY BASED ORGANIZER (CBO)

CBO To A Full Time Position Within the Local

Local 114 can employ a CBO on a full time/part time basis to carry out the duties of a Local Organizer as set out by the Local Executive and the **Unifor** National Organizing Department.

The President and or his/her designate will direct and monitor the activities of the CBO.

Conditions of Employment:

Clause A

1. The elected Executive Committee of the Local shall be authorized to appoint the CBO of the Local to a full time position of which the following terms shall apply:
 - (i) The CBO shall be a full time/part time position within the Local unless otherwise decided by the Executive. The full-time/part-time status can be reviewed at any time.
 - (ii) The Duties of the CBO shall be those as outlines by the Local Executive Board.
 - (iii) The CBO shall be paid such salary and expenses as set out by the elected Executive Committee and ratified by the membership of the Local.
 - (iv) The CBO shall carry out the objectives of the **Unifor** National Organizing Department and work closely with the New Westminster National Organizing Department.

Clause B

- (i) The CBO shall be required to submit a "confidential" written monthly report to the President of the Local and to the monthly Executive Committee meeting.
It is the duty of the CBO to attend all Executive and regular meetings of the Local.

This full time/part time position is subject to on-going Executive Committee approval and may be cancelled or suspended with at least thirty (30) calendar day's notice from the Local Executive by a two-thirds (2/3rds) majority vote from the entire Executive Committee.

If the full time/part time appointed CBO decides to apply for a full time appointed Local Servicing Representatives position within the Local and is successful in being appointed, his/her seniority date from the full time/part time appointed CBO position shall carry over for the purpose of Vacation entitlements, benefits and layoffs within the Local.

ARTICLE # 22 LOOMIS and DHL OWNER OPERATORS SPECIAL FUNDS (INDIVIDUAL SEPARATE FUNDS)

Section 1

Effective September 1st, 2002 and every year thereafter "All Dependent Contractors of Loomis **Express and DHL**, BC, Members of Unifor Local 114, will pay an extra month's Union Dues of fifty dollars (\$50.00) per year. (or **whatever the set rate is under local by-laws for Owner Operators**).

Section 2

These extra month dues will become the exclusive use of the Owner Operators to help pay for Pre-Bargaining Meetings, a Bargaining Conference **and Bargaining** to deal with specific Loomis **and DHL** Owner Operators issues.

Section 3

The calendar year shall be January 1st to December 31st each year.

Section 4

These extra month dues will be administered by the President and Secretary Treasurer of the Local and will be set-aside in a separate special fund.

Section 5

All requests for payments out of this special fund must be authorized by the Local President or his designate.

Section 6

A yearly financial report will show all deposits and expenditures for this special fund.

ARTICLE # 23 SECRETARIES (SUPPORT STAFF)

Be it hereby resolved that this Local employ a secretary or secretaries to perform office duties as set out by the Executive of the Local. Working conditions and wages shall be negotiated by the President and the Treasurer, subject to ratification by the membership at a regular General Meeting. In the event a replacement or additional secretary is required, first preference shall be given to applicants who are members in good standing of **Unifor**, second preference to a member in good standing of a Union affiliated to the Canadian Labour Congress/British Columbia Federation of Labour.

ARTICLE # 24 BOOKKEEPING

The Secretary Treasurer shall be required to attend to the Local's financial affairs and bookkeeping during regular business hours for two (2) continuous eight (8) hour periods per month, with the Local compensating that member as per their regular rates of pay.

The President shall decide when these services will be performed and shall authorize additional time for these duties as required.

Article # 25 (Employment of Secretary Treasurer), supersedes Article # 24 unless it is suspended or amended.

ARTICLE # 25 EMPLOYMENT OF THE SECRETARY TREASURER

Effective June 01, 1989, Local 114 can employ the Secretary Treasurer on a full-time basis to carry out the duties of the Secretary Treasurer as set out by the President and the Local Executive.

The Secretary Treasurer shall be paid such salary and expenses as set out by the elected Executive Committee and ratified by the membership of the Local.

The full-time position status is subject to on-going Executive Committee Approval. If this Article is rescinded or amended also look at Article # 24.

If the full time elected Secretary Treasurer decides to apply for a full time appointed Local Servicing Representatives position within the Local and is successful in being appointed, his/her seniority date from the full time elected position shall carry over for the purpose of vacation entitlements, benefits and layoffs within the Local.

ARTICLE # 26 LOCAL UNION REPRESENTATIVE(S)

1. The elected Executive Committee of the Local shall be authorized to appoint a Representative of the Local of which the following terms shall apply:
 - (i) The Local Representative shall be a full-time/part-time position within the Local unless otherwise decided by the Executive. The appointment shall be on a permanent basis. However, such appointment shall be subject to review at any time by the elected Executive Committee of the Local.
 - (ii) The Local Representative shall be subject to a probationary period of one (1) calendar year (365 days) taken from the first day on the payroll of the Local. The Executive Committee of the Local shall conduct a formal review of the activities and performance of the Local Representative not less than once every three months during the probationary period.

- (iii) A Local Representative who has successfully completed the probationary period may be relieved of his/her position at any time upon a two-thirds (2/3rds) majority vote of the elected Executive Committee of the Local. In the event of the dismissal of the Local Representative, he/she will be entitled to two (2) week severance pay for each year or majority fraction thereof of service to a maximum twenty-six (26) weeks. Severance pay shall not be applicable during the probationary period.
- (iv) A Local Representative who has completed his/her probationary period shall be entitled to appeal his/her dismissal to the Local President and the Local Executive Board of the Union, whose decision shall be final. Such appeal must be filed in writing within thirty (30) calendar days of the date of the termination notice. If the appeal is sustained, any severance payment made shall be returned to the Local forthwith.
- (v) The Local Representative shall be paid such salary and expenses as set out by the elected Executive Committee and ratified by the membership of the Local.
- (vi) The Local Representative shall carry out the general office duties and responsibilities as set out from time to time by the Executive Committee of the Local through the Local President.

Conditions of Employment

1.

- (i) The Local Representative shall be required to submit a written monthly report to the President of the Local **and for the Executive Committee** meeting. The Local Representative shall attend the meetings of the Executive Committee.
- (ii) The Local Representative of the Local will work under the direct supervision of the Local President.
- (iii) The Executive of the Local will have the authority to review the work record of the Local Representative and decide upon discipline and direction.
- (iv) The Local Representative will attend negotiations, conciliations, arbitrations, government hearings, etc., as directed by the Local President.
- (v) It is the duty of the Local Representative to attend the regular meetings of the Local.

2.

The following criteria will apply to fill the position of the Local Union Representative:

- i) A Job Posting will be placed in all the **Unifor** Local 114 shops for ten days (10)

for the position of Local Union Representative. The Job Posting will outline the required qualifications and job responsibilities and will detail Wages and benefits.

- ii) Applications will be accepted from all Members in Good Standing in **Unifor** Local 114.
- iii) The Executive, following the ten (10) day job posting, will consider all the applications for the position and decide which person should be given the job.
- iv) In the appointment of the Local Representative, first preference shall be given to applicants who are members in good standing of the Union, second preference to a member in good standing of a Union affiliated to the Canadian Labour Congress/BC Federation of Labour.
- v) In the event of illness or unforeseen circumstances of the Local Union Representative, the Executive will have the right to make temporary arrangements.

ARTICLE # 27 PRESIDENT -- FULL-TIME POSITION

President To A Full Time Position Within the Local

Effective immediately, Local 114 can employ the President on a full-time basis to carry out the duties of the President as set out by the **Unifor** Constitution and the Local Executive.

The President shall be the presiding officer at all Executive Board and General Meetings, and shall be the executive head of the Local. He/she shall also be a member, ex-officio, of every committee within this Local Union.

The President shall be paid such salary, benefits and expenses as set out by the elected Executive Committee and ratified by the membership of the Local at a regular scheduled General Meeting.

In the case of an Owner Operator/Dependent Contractor/Lease Operator holding the position of President within the Local, it may be necessary for some other form of remuneration that is different financially than salary. If these circumstances prevail it will be dealt with by the Local Secretary Treasurer and reported to the Executive Committee for approval (a Local Policy will be developed to address this).

Conditions of Employment:

The President shall be required to submit a written monthly report on his/her activities to the Executive of the Local.

The President will direct and monitor the activities of the Local Servicing Representatives. The President may attend negotiations, conciliations, arbitrations, government hearings, etc., as may be needed by virtue of his position within the Local.

The President will undertake and carry out any function within the Local that need's immediate attention. This can and will include servicing duties.

When the President deals with a grievance within the Local any decisions based on turning down a grievance would then be dealt with through the "Grievance Process" Article and the President will remove him/herself from the appeal and let the 1st Vice-President deal with it.

This full-time position is subject to on-going Executive Committee approval and may be cancelled or suspended with at least 30 calendar day's notice from the Local Executive by a 2/3rds majority vote from the entire Executive Committee.

If the full time elected President decides to apply for a full time appointed Local Servicing Representatives position within the Local and is successful in being appointed, his/her seniority date from the full time elected position shall carry over for the purpose of Vacation entitlements, benefits and layoffs within the Local.

Local Union President may be ex-officio to all Local Union Committees save and except the Elections Committee.

ARTICLE # 28 FULL-TIME POSITION

This Article is based on the premise of a full-time position within the Local.

In the case of an Owner Operator/Dependent Contractor/Lease Operator holding the position of any full-time elected position within the Local, it may be necessary for some other form of remuneration that is different financially than salary. If these circumstances prevail, it will be dealt with by the Local Secretary Treasurer and reported to the Executive Committee for approval.

The incumbent member will have ninety (90) calendar days to convert his/her holdings to be paid as an employee within the Local.

Within the ninety (90) days the incumbent will be remunerated to the maximum and equivalent of the salary of a full-time representative, taking into account all benefits and expenses.

ARTICLE # 30 JEF KEIGHLEY, ROGER CROWTHER AND TOM BROWN SCHOLARSHIPS

Local 114 **may** pay registration and tuition, lost wages, and travel expenses **up to three** (3) members in good standing and active in their bargaining unit or the Local itself for a one (1) week course at the Canadian Labour Congress/British Columbia Federation of Labour Harrison Winter School each year.

The Local Representatives will make his/her recommendation(s) to the Executive Committee, which will determine the final recipients and the appropriate course.

The Executive Committee will report to the December General Meeting the names of the selected recipients.

ARTICLE # 31 CHARGES AND TRIALS

Shall be the same procedure as outlined in **Article 18 of the Unifor Constitution and as outlined in the "Procedure Policy on Constitutional Matters"**.

ARTICLE # 32 MEMBER IN GOOD STANDING

Member in Good Standing: Leave - Layoff - Closure

1. A member remains in good standing without paying dues for the period of a layoff or leave only for as long as he or she has recall rights as provided for in his/her collective agreement.
2. Any member who has severed employment as a result of a workplace closure shall be deemed to no longer be a member.
3. Members who have recall rights and work elsewhere are required to pay union dues to their Local Union to remain in good standing.
4. The only exception to the above shall be if a member is a full-time Officer of the Local Union and pays dues to the Local Union, he/she shall be considered a member in good standing, as long as he/she remains a full-time Officer of the Local Union.
5. Any member absent from work because of illness or injury remains in good standing for the period of illness or injury as long as he/she has a reasonable prospect of a return to work.

Termination of Membership

6. Membership may be terminated as provided for in this Constitution, or when a member accepts a position which renders him/her ineligible for membership.

ARTICLE # 33 AMENDMENTS

Any of these Articles may be amended by a two-thirds (2/3) majority vote at any meeting provided that notice of the motion of the amendments has been posted at least fourteen (14) days prior to the vote. Any amendments or changes to these Articles shall only become effective upon being approved by the National Executive Board.

ARTICLE # 34 LOCAL UNION COMMITTEES - As per Article 15 Section D: of the Unifor Constitution.

Section 1

The Local Union must have the following Standing Committees: Constitution and Bylaws, Education, Environment, Recreation, Community Services, Human Rights, Lesbian, Gay, Bisexual and Transgender Workers (LGBT), Aboriginal and Racialized

Workers, Workers with Disabilities, Union in Politics, Women's, Young Workers and Health & Safety.

Section 2

A Local Union may decide to consolidate Committees or establish additional Committees.

Section 3

Local Union Standing Committee members may be elected or appointed by the Local Union Executive Board.

Section 4

The Local Union must have an Education Committee to promote all aspects of education affecting the welfare of members, the union and the labour movement. The Local must make every reasonable effort to participate in the National Union's education programs and to promote training for local elected leaders at every level.

ARTICLE # 35 PAID EDUCATION LEAVE (PEL)

Section 1

Any Bargaining Unit(s) within the Local who make PEL contributions in their Collective Agreement(s) will follow the following procedure(s) for the selection of member(s) to attend educational functions through the PEL programs that are offered from time to time.

Section 2

The Local Servicing Representative assigned to the Bargaining Unit will hold a special meeting within the said Bargaining Unit to formulate the following committees starting in the year 1998 and every (3) three years thereafter.

Section 3

Within a Single Location Bargaining Unit a meeting will be held to elect a PEL committee within the unit consisting of 3 members. If more than 3 members are nominated than an election will be held at the meeting to elect the 3 members.

Within a Multiple Location(s) Bargaining Unit a Notice will go out to all branches to ask for participation on the PEL committee consisting of 3 members. If more than 3 members are nominated than an election will be held to elect the 3 members.

In the case where the Bargaining Unit can not or will not elect or appoint a PEL Committee; all decisions will be run through the Education Chairperson and the Local Executive.

Section 4

All information received at the Local Office on PEL courses will be forwarded to the PEL committee(s). It will be the responsibility of the PEL committees within the Bargaining units to make sure their members know of the courses and instruct them on

how they can apply to the PEL committee for consideration to attend PEL courses. A copy of all applications received and the PEL committee selections will be copied to the President, Recording Secretary and Financial Secretary of the Local.

Section 5

The PEL committee will make their final recommendations on applicants in writing to the Local Education Chairperson, who will bring all recommendations to the Local Executive for approval to forward an application to the PEL program. Each Bargaining Unit must have an active account with funds available to forward an application. Account balances will be available upon request to the National PEL Accounting Department through the Local President.

Section 6

There will be no wage-loss or expenses submitted to the Local from the Bargaining Unit PEL Committee(s), unless other arrangements have been made by the Local Secretary Treasurer and the PEL accounting department.

Section 7

The following Paid Education Leave (PEL) Guidelines will also be followed as amended from time to time from the **Unifor** -National Education Department.

ARTICLE # 36

WORKERS COMPENSATION BOARD APPEALS ADVOCATE AND OCCUPATIONAL HEALTH & SAFETY REPRESENTATIVE (WCBAA/OH&SR)

Local 114 may employ a WCBAA/OH&SR on a full time/part time basis to carry out the duties of a WCBAA/OH&SR as set out by the Local Executive. Furthermore, this new position will not be started in the Local until the general funds are at a level to properly cover the overall cost for this new position on an ongoing basis.

The President and Secretary Treasurer of the Local will direct and monitor the activities of the WCBAA/OH&SR.

Conditions of Employment:

Clause A

1. The elected Executive Committee of the Local shall be authorized to appoint the WCBAA/OH&SR of the Local to a full time/part-time position of which the following terms shall apply:

This New By-Law Article is subject to the local being able to financially fund this position on an ongoing basis. If finances are not available then the Local Executive will take the necessary steps to enact clause "C" below.

- (i) The WCBAA/OH&SR shall be a full time/part time position within the Local unless otherwise decided by the Executive. The full-time/part-time status can be reviewed at any time.
- (ii) The Duties of the WCBAA/OH&SR shall be those as outlines by the Local

Executive Board.

- (iii) The WCBAA/OH&SR shall be paid the salary and expenses as being paid to the other Representatives of the Local (as per the Local Representative Collective Agreement) and as set out by the elected Executive Committee and ratified by the membership of the Local.
- (iv) The WCBAA/OH&SR shall carry out the objectives of the **Unifor** National Health & Safety Department and work closely with our Local Representatives to insure that all of our Bargaining Unit(s) have functioning Health and Safety Committees.
- (v) The WCBAA/OH&SR shall work in conjunction with the Local Education Chairperson to make sure scheduled training is offered to those who need it.
- (vi) The WCBAA/OH&SR will handle if requested and authorized by the individual member(s) of our Local to handle their Workers' Compensation Board Appeal(s) within the time limits and procedures set out by the Workers Compensation Board. The WCBAA/OH&SR will only assist in those appeals that have merit and supportive material to proceed through the appeals process. The onus and responsibility is on the individual member(s) to contact the Local WCBAA/OH&SR in a timely manner to assist in their appeal. Failure on our member(s) part to follow the time limits in the appeal process could result in no appeal going forward.
- (vii) The WCBAA/OH&SR will request pre-authorization from the Local Secretary Treasurer (or President) for any expenses to carry out the duties of this newly created position.

Clause B

- (i) The WCBAA/OH&SR shall be required to submit a "confidential" written monthly report to the President of the Local and to the monthly Executive Committee meeting.
- (ii) It is the duty of the WCBAA/OH&SR to attend all Executive and regular meetings of the Local.

Clause C

This full time/part time position is subject to on-going Executive Committee approval and may be cancelled or suspended with at least thirty (30) calendar day's notice from the Local Executive by a two-thirds (2/3rds) majority vote from the entire Executive Committee.

Clause D

If the full time/part time appointed WCBAA/OH&SR decides to apply for a full time appointed Local Servicing Representatives position within the Local and is successful in being appointed, his/her seniority date from the full time/part time appointed WCBAA/OH&SR position shall carry over for the purpose of Vacation entitlements, benefits and layoffs within the Local.

Clause E

As an alternative option the President and Secretary Treasurer may hire an advocate to do our Local WCB Appeals and those costs will be approved by the Local Executive and membership.

ARTICLE # 37 FORMER CAW LOCAL 432 SKILLED TRADES TRAINING BURSARY

- (a) The former membership from CAW Local 432 who merged into CAW Local 114 wanted to create a Training Bursary of up to \$1,000.00 per year to establish and to support trades training for a candidate in Local 114 (1st choice) or any B.C. **Unifor** member (second choice).
- (b) The selection criteria will be established with the Local 114 executive. The selection committee shall consist of one Altrom unit member, the Education Chairperson of **Unifor** Local 114 and the Secretary Treasurer of **Unifor** Local 114.
- (c) The Secretary Treasurer of **Unifor** Local 114 will create a special fund and place \$20,000.00 from the assets received from the former Local 432 into this Legacy Fund to cover the next 20 years (Long BID Term 3 Account).
- (d) This Legacy Bursary will take effect in 2010 and continue each year as long as there are funds available in the Bursary.

ARTICLE # 38 MICHAEL “GORDON” PIPER – LEGACY BURSARY FUNDS AVAILABLE FOR THE CLC WINTER SCHOOL

- (a) Josie Keller, Gordon Pipers partner has donated (one time donation in 2012) \$5,000.00 to Local 114 to establish a Legacy Bursary Fund for training at the CLC Winter School in the name of Michael Gordon Piper.
- (b) The Secretary Treasurer of **Unifor** Local 114 will create a special fund and place \$5,000.00 into this Legacy Bursary Fund.
- (c) This fund is to be used to help assist one (1) member each year from Local 114 who applies to get some training in the field of Workers’ Compensation, Occupational Health & Safety, Women in Leadership, Union Counselling, Organizing, Human Rights or Young Workers training each year until the fund is depleted.
- (d) This Legacy Bursary will take effect in 2013 and continue each year as long as there are funds available in the Legacy Bursary Fund.
- (e) Each year starting in 2013 there will be funds available for one (1) member of Local 114 to attend the CLC Winter School. The funds will cover the “Shared Accommodations” fee (which includes meals) and any travel expenses not to exceed \$1,000.00 in overall total. The recipient of this bursary will have to take their

vacation time or personal time off to attend the week long course. No lost wages will be paid.

- (f) Each year this Legacy Bursary will be made available to our membership to apply for and those who want to apply will do so with the full understanding that only up to \$1,000.00 can be used from this bursary each year for one (1) member that will be decided by the Selection Committee from those applicants sent in of the Local until depleted.
- (g) The selection criteria will be established with the Local 114 executive. The selection committee shall consist of the President of the Local, the Secretary Treasurer of the Local and the Local Representative assigned to the Victoria Office. If the selection committee deems that there is no worthy recipient the bursary will be held over to the next year so that the overall bursary may carry on.

Wherever "CAW" was written it has been replaced with "Unifor".

PAID EDUCATION LEAVE (PEL) GUIDELINES

THE FOLLOWING GUIDELINES APPLY TO ALL PEL-SPONSORED EDUCATIONAL PROGRAMS HELD AT THE FAMILY EDUCATION CENTRE IN PORT ELGIN, UNLESS OTHERWISE STATED IN SPECIFIC CALL LETTERS.

PLEASE ADVISE YOUR MEMBERS ACCORDINGLY OF THESE GUIDELINES:

Leave-of-Absences

Leave-of-absences for all programs must be arranged through the Local Union.

Regular, non-overtime hours only will be paid.

Accommodation

All participants will be housed at the **Unifor** Family Education Centre on a double-occupancy basis. Exceptions will occasionally be made on religious or medical grounds but only with prior approval by the PEL Director. Written verification on medical grounds will be required in most cases.

24 Hour Cancellation Policy

Failure to notify the PEL Program or the **Unifor** Family Education Centre registration office of cancellation prior to 24 hours in advance will result in one night's accommodation being charged to the PEL Local Union Unit Fund of the participant. Emergency situations, of course, will be exempt from this guideline.

Disqualifications

If a participant is on WCB or Sickness & Accident benefits at the time of the course, that person is not eligible to take the course. (PEL Article)

Students-Affected by a Lay-Off

A participant is eligible to attend while on layoff provided that the period of the current lay-off did not commence more than six months prior to the beginning of the program. Earnings will be maintained by the unit fund and must be reported to UIC as normal. (PEL Article)

Travel Allowance

Travel by car will be paid at the rate of **40 cents/km (Nationals rate structure)** from the students' Local Union Office address. Only one claim can be made per vehicle. (PEL Article)

Fliers

Out-of-province participants will fly to Toronto and, in most cases, travel to Port Elgin via the Grey-Bruce Airbus service. All arrangements regarding flights and overnight hotel accommodations in Toronto must be made by the PEL secretaries; any changes to existing schedules must also be made by the PEL Secretaries.

Airline division participants are asked to make their own flights but hotel and travel to Port Elgin will be done by this office.

Child Care-Expenses

Additional child care costs (over and above regular costs) arising, from participation in a PEL program will be covered upon receipt of proper authorization forms.

Spouse/Partner & Child Attendance

Only during the Pre-Session Weekend of the 4-week PEL Program are the spouses/partners invited to attend. Unless otherwise stated in specific call letters no spouse/partner attendance is allowed. If on-site childcare is required, this may be arranged with prior approval.

These attached "Guidelines" can change as per National Policy.

UNIFOR NATIONAL CONSTITUTION

Can be found at: <http://www.unifor.org/en/about-unifor/constitution>

PROCEDURE POLICY ON CONSTITUTIONAL MATTERS

1. This policy governs the implementation of Article 18 Sections B and C concerning the right of members to request a Review of Decision, or charges against members for alleged violations of the constitution.

Committee on Constitutional Matters

2. The Committee on Constitutional Matters shall be appointed by the President and include not less than 2 members.
3. Committee members have the right to demand any information relevant to their investigations, and all Local Union Officers, Staff Representatives, Directors and Officers shall cooperate and assist the Committee in its work.
4. The Committee shall determine its own procedures on any matter not specified by the Constitution or this policy.
5. If translation services in French or English are required for documents, written submissions or interpretation is required in French or English for hearings, the Committee shall arrange for these services to be provided at the cost of the National Union.
6. If the record, or a hearing, involves information concerning a member's employment record or any other confidential information, all such information shall be provided to the Committee in a confidential manner, and the Committee will take all appropriate steps to maintain the privacy of the member and the confidentiality of the information provided.
7. Contact information for the Committee shall be available to Local Unions and members on the National Union web site.

Time limits and procedures

8. The time limits and procedures set out in this policy are mandatory. Only the National President may waive a time limit or other requirement, based on consideration of extraordinary circumstances.
9. A Request for Review which cannot be practically considered within time limits required by a collective agreement or by a legal process shall be considered inadmissible.
10. A written request for Review of Decision, a charge, or an appeal is considered to have been filed on the date of the postmark.

A Request for Review

11. A Request for Review must be made within 30 days of a decision or action, or the member's knowledge of the decision or action or within 30 days of when a member ought reasonably to have knowledge of the decision.
12. A Request for Review shall be mailed or delivered to the President of the Local Union representing the member, or the accountable body to which the deciding authority reports. An accountable body may be a Bargaining Unit membership meeting, or an Executive or Committee with the authority to make a final decision. The Request for Review shall be sent to the Recording Secretary or to another appropriate Officer.
13. If a decision or action subject to Review was made by a Staff Representative, Director, Regional Director, Officer or by a Council or Bargaining Council or Committee, the request for review shall be sent to the Committee at the Office of the President and shall be processed directly by the Committee on Constitutional Matters as described in the "second level of review" below.
14. The Request for Review of Decision shall:
 - be in writing and be legible
 - be signed by the member and dated
 - contain a return mail address, email address, phone numbers and other appropriate contact information
 - include the name of an advocate or any person preparing the Request on behalf of the member
 - be specific in describing the action or decision which is to be reviewed
 - be specific in describing why the action was not fair or reasonable or did not have a rational basis
 - be specific in describing how the action or decision results in an injury or penalty to them
 - be specific in describing the remedy or outcome requested
15. If an appeal is mailed, it is deemed to be filed on the date of the postmark.
16. The Committee may return the Request for Review if it does not meet the criteria specified above. However, if a Request for Review is returned it does not extend the time limit.

First Level of Review:

17. The Local Union which receives a request to Review a Decision or the Bargaining Unit pertinent to the decision under review shall consider the matter at their next regular meeting. If there is no regular membership or Bargaining Unit meeting which can practically respond to the request, the Local Union or Bargaining Unit Executive may conduct a review.

18. The member shall have a full opportunity to present arguments.
19. On matters of limited scope such as procedural rulings, appointments to committees or delegations, awards, personal recognition or recreational affairs, the review by the Local Union shall be final and without further review.

Second Level of Review:

20. A Review of Decision by the Committee is the second level of review. A request for a further review shall be within 30 days of a decision by the Local Union or Bargaining Unit.
21. When the Committee receives the request for a Review of Decision it shall acknowledge receipt of the request to the member and notify the Local Union or any other respondent that the request has been received.
22. The Local Union or respondent shall within 21 days forward to the Committee a full record of the matter. The record shall include all relevant information in the file of the Local Union, including motions passed, minutes of proceedings, and correspondence. The Committee may request further information to be provided.
23. The Committee will review the record and carry out a preliminary investigation of the matter. The Committee will determine if further information is required. If relevant facts are agreed, the Committee may ask for written submissions, and may establish a time limit for the member and/or the Local Union for such submissions.
24. The Committee may also determine that a hearing is required. A hearing convened by the Committee shall be held in the region where the member resides. It shall be informal and provide all parties a full opportunity to be heard. Generally, hearings shall be based on the record of the matter, and the information and arguments presented by the member or the Local Union. However, in exceptional circumstances, the Committee may agree to hear witnesses or third parties.
25. The member is entitled to an advocate who will assist them in the hearing, and who may present arguments on behalf of the member. All costs for an advocate shall be borne by the member.
26. The Committee shall make every effort to prepare a written decision in a timely way, and shall send to the member a copy of the decision by registered mail and notify the Local Union and any other respondent.
27. A request for further review to the Public Review Board must be made within 30 days of the member receiving the decision by letter addressed to the PRB sent care of the National President. The full record is then forwarded to the PRB. The Public Review Board may request further submissions concerning the full

record or determine that a hearing is required however it may not expand the record.

Charges Against Members

28. Charges against members shall be sent to the Local Union of the accused, and to the Office of the President. When a charge is received at the Office of the President, the Committee shall act on behalf of the President.
29. A charge against a member must
 - be in writing and be legible
 - be signed by the person(s) laying the charge and dated
 - contain a return mail address, phone numbers and other appropriate contact information
 - be specific in describing the basis of the charge including the Articles of the constitution that have been violated
 - be specific in describing the actions of the accused that give rise to the charge
30. The charge shall be sent to the Recording Secretary of the Local Union of which the accused is a member. The Local Union, or the Local Union Executive, shall vote on whether the charge is proper.
31. A charge shall be considered proper if there are facts or information which indicates that an apparent case of violation of the constitution may have taken place. An accusation which is considered frivolous or vexatious shall not be considered proper. A charge which is irregular as regards its timeliness or specificity shall not be considered proper.
32. If the Local Union considers the charge to be proper it shall immediately inform the Office of the President that a charge has been laid and notify the accused by registered letter within 7 days. The Local Union shall forward the charge and a full record of all matters relating to the charge to the Committee. The full record includes all documents or correspondence which may be relevant.
33. If the Local Union considers the charge to be improper, the person laying the charge may within 30 days of the Local Union decision, appeal the decision to the Office of the President.
34. The Appeal to the President shall include the full charge sent to the Local Union, but the appellant member may not alter or amend the charge, or include additional information not considered by the Local Union. It must be signed and dated by the person laying the charge.
35. Upon receiving a charge in the Office of the President, the Committee will inform the accused in writing that a charge has been received.
36. The Committee will determine if the charge is admissible, including its

timeliness, specificity and whether the charge may be frivolous or vexatious. The charge shall be dismissed if it is irregular in any of these respects.

37. If the charge is deemed admissible, the Committee shall inform the accused and the persons laying the charge of any investigation it deems necessary, and whether written submissions or a hearing shall be convened. Within 21 days of receiving this information, the accused may require that a hearing be held.
38. If a hearing is convened, it shall be held in the region where the accused resides. A hearing shall be informal and provide all parties a full opportunity to be heard. Rules of evidence shall not apply, and the Committee may inquire into the facts in any way it deems appropriate.
39. The accused is entitled to an advocate who will assist them in the hearing, and who may present arguments on behalf of the accused. All costs for an advocate shall be borne by the accused.
40. The Committee shall render a decision in writing which provides reasons for its decision. The decision shall be sent by registered mail to the accused and to the person(s) laying the charge.
41. Within 30 days of receiving the decision of the Committee, either the accused or the persons laying the charge may appeal the decision to the National Executive Board. The appeal shall be sent to the Office of the President, and shall be signed and dated.
42. The appeal shall include:
 - a copy of the decision which is appealed
 - specific reference to decision or part of the decision which is appealed
 - a summary of reasons for the appeal
 - the remedy sought
43. If an appeal to the National Executive Board has been received, the Committee shall inform the parties that an appeal has been received and inform the parties of the date of the meeting of the NAC when the appeal will be heard.
44. The Committee will inform the National Appeals Committee of the NEB that an appeal will be heard and arrange a meeting of the National Appeals Committee at the time of the regular National Executive Board meeting. The National Appeals Committee will be provided with the full record of the charge for review.
45. The National Appeals Committee shall not consider any information or allegations not provided to the Committee at the previous appeal.
46. Based on the review of the record, National Appeals Committee shall
 - determine that a new hearing be held
 - recommend to the NEB that the decision of the Office of the President be upheld

- recommend to the NEB to amend any reprimand or penalty
- recommend to the NEB to dismiss the charge

47. The decision of the NEB shall be sent by registered mail to all parties.

48. An appeal to the Public Review Board must be made within 30 days of receiving the decision of the NEB decision by letter of appeal to the National President. The National President shall insure that the letter of appeal and the full record is delivered to the PRB. The PRB shall not expand the record. Within 120 days, the PRB shall render a decision in writing which may:

- Uphold the decision of the National Executive Board
- Overturn the decision if it is unreasonable, and substitute a decision that is appropriate in all the circumstances including a direction that the matter be reheard by a lower body.

Unifor Privacy Policy -

The policy outlined in this document will apply to the **Unifor** National Union in British Columbia and all **Unifor** local Unions operating out of the **Unifor** provincial office, 326 12th Street, New Westminster, BC.

A. Purpose for Which Personal Information is to be Used

The **Unifor** and its local union use personal information of individual members for the following purposes:

- to represent members in the grievance/arbitration procedure;
- to handle appeals for members before various tribunals
- to assist members who require accommodation in their workplace
- to assist members in the handling of health and welfare or pension issues
- to deal with harassment issues in the workplace
- to help members with any problems that they may have
- to bargain collectively on behalf of members in a workplace
- to communicate with members further to the above

The **Unifor** and its local unions agree that any personal information collected regarding our members will only be used for such purposes as noted above

B. Consent for Release of Personal Information

Before obtaining personal information about a member from a third party, the Union will ask the member to sign a consent form authorizing the collection of such information. Should the member decline to sign the consent form, the Union will have the option of not pursuing the grievance or claim on behalf of that member.

C. Access to Personal Information Collected

Personal information that is collected about a member will only be accessed by the staff of the local or national union who are directly handling the grievance or problem.

Such information will not be disclosed to any third party, including a business, government agency, political party, or a business without the express consent of the member.

D. Retention of Personal Information Collected

The Union will only retain personal information collected on a member for a limited period. Information will be retained for one year following the conclusion of the grievance, appeal or issue. After that one year, the information will be destroyed in a manner that will respect the confidentiality of the information, normally by shredding the paper information and deleting all information that may be stored electronically.

E. Accuracy of Personal Information Collected

The Union will take the necessary steps to ensure that all personal information kept on a member will be accurate. Where there is a dispute regarding the accuracy of such information, the Union will ensure that the member's input regarding the dispute is part of the information on file.

F. Security of Information Collected

The Union undertakes to store personal information in a manner that will ensure that only those who need access to it have such access. Files containing such personal information will be contained in a locked office or a locked filing cabinet. Any files that are being stored in common areas or file rooms must be stored in a locked cabinet.

Information that is being stored electronically must be stored in such a way that access to the information is limited to the people who require it. Access must be password protected and the knowledge of the password limited to those who require the information.

G. Access to Personal Information by the Member

Any member may request access to the personal information that the Union has collected about them. The member must make their request in writing to the Privacy Officer of the Union. The Privacy Officer will respond to the member within thirty days. It is expected that the personal information requested will be provided within that thirty day period.

H. **Complaint Process**

Any member with a complaint regarding the Union's handling of their personal information should first contact the Privacy Officer for the Union. If the matter is not settled at that level, the member has the right to complaint to the provincial Privacy Commissioner.

I. **Privacy Officer**

The Privacy Officer for the **Unifor** National Union in British Columbia and all local Unions operating out of the provincial office at 326 - 12th Street, New Westminster, BC is the **Unifor BC Area Director**. **He / She** may be reached by phone at **604-516-8002** or via e-mail at Gavin.McGarrigle@unifor.org
Contact Unifor National Area Director at 604-522-7911 or 1-800-665-3553



UNIFOR

Local114

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