

# CAW TCA

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# CANADA

LOCAL 114

## By-Law Articles

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# CANADIAN AUTO WORKERS LOCAL 114 – ARTICLES

## STATEMENT OF PRINCIPLES

### *Working People Need Unions*

We formed our union because we could not depend on employers to provide us with dignity, a measure of security and rising standards of living. And, over the years, we did make impressive gains. But our objectives remain far from fulfilled, and even our past gains under attack, we need unions today as much as we ever did.

### *Democratic Unionism*

Unions are voluntary organizations. We can only be effective if the membership knows the union truly belongs to them. This means a union, which reflects the goals of its membership, allows the membership full participation, and encourages workers to develop their own skills and understanding. Internal democracy also means we view each other as equals. Racial discrimination or sexual harassment violate our principles, undermine our solidarity and erode our strength. We not only oppose such responses but will actively work to overcome them.

### *Unions and a Democratic Society*

In our society, private corporations control the workplace and set the framework for all employees. By way of this economic power, they influence the laws, policies, and ideas of society. Unions are central to our society being democratic because:

Unions bring a measure of democracy to the place of work, which is so central to peoples' lives. Unions act as partial counterweight to corporate power and the corporate agenda in society more generally.

We believe that a Democratic Union is best expressed in a sovereign union headquartered in Canada. Our Union Local's history reflects the struggle for a sovereign labour movement in Canada.

### *Social Unionism*

Our collective bargaining strength is based on our internal organization and mobilization, but it is also influenced by the more general climate around us: laws, policies, the economy, and social attitudes. Furthermore, our lives extend beyond collective bargaining and the workplace and we must concern ourselves with issues like housing, taxation, education, medical services, the environment, the international economy. Social unionism means unionism, which is rooted in the workplace but understands the importance of participating in, and influencing, the general direction of society.

## *Building Tomorrow*

Unions were born out of struggles to change the status quo. Our successes extended progress beyond unions themselves, and our struggles became part of a social movement for a more human society here and for peace and justice internationally. These struggles were first steps towards developing the confidence that change is possible and that our vision is not just a dream. We are proud of the leadership role we have played, aware of the difficulties continued progressive change will face, and committed to building the social solidarity that can take on this change.

### **PREAMBLE**

We, the members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) Local 114, have joined together to help one another, to unite our strength, to win better wages and working conditions through collective bargaining and political action, to work for social justice and to contribute to world peace.

We recognize that human beings are fallible and therefore, like all people who believe in democratic principles, we want a "government of laws, not of human beings." Therefore the Constitution of CAW-Canada and these Articles exist:

To ensure that the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) Local 114, operates under the law according to democratic principles; that Officers, Committee members, and Representatives of the Local Union will carry out their duties in a manner befitting the privilege of representing CAW members and their interests; that the responsibilities of each part of the Local Union's structure be clearly described and understood; that each member will be guaranteed due process in any dispute with the National Union, Local Union, subordinate bodies, or their representatives; that the Local Union will have the financial capacity to carry out its responsibilities as outlined in these Bylaws; and that any other such matter necessary to the operating of a democratic union dedicated to the progress of workers and society be guided by principles enshrined in the CAW Constitution and Local Articles.

Local 114 is bound by the CONSTITUTION of CAW-Canada and by the following Articles of the Local.

## ARTICLE # 1      TITLE

This Local Union shall be known by name as the NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 114.

## ARTICLE # 2      JURISDICTION

The jurisdiction of this Local Union shall be the same as that of the National Union of the Canadian Auto Workers as outlined in Article 5 Jurisdiction of the CAW Constitution.

## ARTICLE # 3      OBJECTIVES

The objectives of this Local Union shall be:

- (a) To unite all workers who are under the jurisdiction of the CAW-Canada into one organization without regard to race, sex, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin. Every member must receive equal treatment under the CAW Constitution and Local Bylaws. (*CAW Constitution, Article 2, Section 1*)
- (b) To regulate relations between employees and employers, including, but not limited to, the Right to Bargain Collectively on behalf of the employees in any company or plant under the jurisdiction of the Local Union.
- (c) To defend the Union.
- (d) To protect the interests of our members, keep what we have gained, improve working conditions and create a uniform system of shorter hours and higher wages. (*CAW Constitution, Article 2, Section 2*)

To promote employment: by the reduction of the work week with no loss in pay, or benefits, or additional workload, the elimination of overtime, and the lowering of the retirement age.

To bring about improvement in the wages and working conditions of the membership, including the Right to Equal Pay for Work of Equal Value.

- (e) To end occupational injury and disease and improve conditions to create healthy workplaces. (*CAW Constitution, Article 2, Section 3*)
- (f) To promote effective environmental policies.
- (g) To organize workers into the National Union.

- (h) To defend the right to Strike.
- (i) To defend the right of rank-and-file Union Members to ratify all agreements with employers.
- (j) To promote an equitable distribution of wealth within Canadian Society.
- (k) To educate our members in the history of the labour movement and its role in improving our society.

To help members be aware of world events that affect workers.

To encourage members to take part in political action to promote ideas and candidates that advance workers' rights.

To work for laws that will make life better for the community. (CAW Constitution, Article 2, Section 4)

To promote legislation which benefits our members and Canadian workers generally, and to oppose legislation which is harmful to those interests.

- (l) To work for better economic and social conditions in Canada and the world.

To take part in elections at all levels of government. (CAW Constitution, Article 2, Section 5)

- (m) To promote the right and freedom of Canadian workers to belong to labour organizations that are effective, democratic and not dominated by any element foreign to, or not in the best interest of, the people of Canada.

- (n) To build and unify the labour movement by working with other Local's and national unions as an affiliate to the Canadian Labour Congress.

To provide help, both within Canada and throughout the world, to labour and other organizations with objectives similar to ours. (CAW Constitution, Article 2, Section 6)

- (o) To promote cooperation and mutual support among workers of every country.

#### **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 6 of the CAW 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 "honourary 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-CAW bargaining unit, in which case Article 17, Section 7 and 8 and Article 18, Section 3 of the CAW 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.

## **ARTICLE # 5            INITIATION FEES**

The initiation fee for membership shall be ten dollars (\$10.00), as per Article 17 of the CAW 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 CAW 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, as per Article 17, Section 2 of the Constitution or as agreed to by some other formula (percentage of Gross Pay).

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 forty-seven dollars and fifty cents effective May 1<sup>st</sup>, 2011 and then fifty dollars effective May 1<sup>st</sup>, 2012 (~~\$45.00~~ 47.50 effective May 1<sup>st</sup>, 2011; then \$50.00 effective May 1<sup>st</sup>, 2012) per month.**

*Notice of Motion was given at the January 22<sup>nd</sup>, 2011 General Meeting  
By-Law # 6 Amendments – Accepted and passed: March 12<sup>th</sup> 2011 General Meeting*

## **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 at least six (6) General Meetings a year; location(s) and times shall be posted at least 20 days prior to them taking place. It is understood that an attempt will be made to hold at least one (1) of the six (6) General Meeting outside of the Lower Mainland each year. There shall be no General Meetings during the months of July and August. 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.

## **ARTICLE # 8            LOCAL UNION OFFICERS**

- (a) Executive  
President  
Secretary Treasurer  
1<sup>st</sup> Vice President  
2<sup>nd</sup> Vice President  
3<sup>rd</sup> 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, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President, 3<sup>rd</sup> 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**

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).

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.

## 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 Article 9, Section 13 (b).
4. The Election Committee will be elected in January, 2001. The next election for an Election Committee will follow the CAW Convention Call, and will be every three year term thereafter.

### (b) Local Elections

1. Nomination and election of Labour Council delegates will be carried out in October 2001, and every two (2) years thereafter.
2. Delegates to the BC Federation of Labour Convention will be elected in October of each year
3. Canadian Labour Congress delegates will be elected to the CLC Convention at the time the Convention call in initiate.
4. Nomination of CAW National Constitutional Convention delegates shall be held commencing in the year 1997 and every three (3) years thereafter.
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, CAW Council Delegates will be held at the April 2001 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 will take place in the month of June starting in 2001, 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.
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**

### *Section 1*

- (a)
  - 1) Local Union officers must be elected by a majority vote (50% + 1) in compliance with Article 34, Section 5 (c), 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 35 of the CAW Constitution as follows:

The Installing Officer says:

"Give attention while I read to you the obligation":

" I (name of Local Union Member) pledge on my honour to faithfully observe the constitution and laws of this Union, and to perform the duties of my office as required by the Constitution of the National, Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) to the best of my ability and with complete good faith to support, advance and carry out all official policies of the National Union and this Local Union; to promote a harassment and discrimination-free environment, and to work to ensure the human rights of all CAW Members are respected; to forward all books, papers, and other property of the Union that may be in my possession at the end of my term to my successor in office, and at all times conduct myself as becomes a member of this Union.

The Installing Officer then says:

" Your duties are defined in the laws of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada), and in your obligation, should any emergency arise not provided for in these, you are expected to act accordingly to the dictates of common sense, guided by an earnest desire to advance the best interest of the National Union and this Local Union. I trust you will all faithfully perform your duties so that you may gain not only the esteem of your Brothers and Sisters, but what is of even more importance, the approval of your conscience."

The Installing Officer then says:

" 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 CAW-Canada 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.

1. The first criteria is if a CAW-Canada National Servicing Representative denies a grievance, then Article 24 of the CAW Constitution shall prevail and the appeal would go directly to the CAW National Executive Board of the Union.
2. The second criteria is if a Local Representative or Local Officer denies a grievance and the following process will take place.

The member(s) will be notified of the decision and, if the member(s) is not in agreement with the decision, he/she should be advised of his/her right to appeal the decision. The member's appeal should be specific and detailed in describing the action or decision and include all supportive information. The member(s) making the appeal must sign it and forward it to the Local Recording Secretary, who will then place it for appeal at the next regular scheduled Local Executive Board Meeting.

Time limits begin from the time the member first becomes aware, or reasonably should have become aware, of the action or decision.

### *Section 3*

The appeal of the grievance decision would then be taken to the Local Executive Board Meeting. However, during the months of July and August (no Local Executive Board meetings during these months as per Local Articles) any forwarded appeals will be to a quorum of the Local Executive Officers \* to handle as long as the appeal could not wait until the regular scheduled September Executive Board meeting. A quorum shall constitute at least five (5) Executive Officers of the Local during the months of July and August. No appeal will have to wait any longer than sixty (60) days under this Section before being addressed.

### *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 National Executive Board. The time limits to appeal the final decision of the Local

Executive Board or Local Executive Officers to the National Executive Board would be thirty (30) days after proper notice of the above decision.

## Section 5

Time limits begin from the time the member first becomes aware, or reasonably should have become aware, of the action or decision. The time limits for appeals are as described in the CAW Constitution.

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

## 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-five~~ forty-three [45 43] cents per kilometre. Decreased to 43 cents.

"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 ~~ninety~~ eighty-one dollars (~~\$90.00~~ \$81.00) per day, with the following breakdown:

1. ~~\$90.00~~ \$81.00 per day, plus hotel, where an overnight stay is involved, and provided a receipt is supplied.
2. ~~\$45.00~~ \$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. ~~\$45.00~~ \$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.

*Notice of Motion was given at the January 22<sup>nd</sup>, 2011 General Meeting*

*By-Law # 15 Amendments – Accepted and passed: March 12<sup>th</sup> 2011 General Meeting*

## **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*

The Local may also invoke Article 17, section 3 (a) of the CAW Constitution, if the above Local policy has not been incorporated into a Bargaining Unit(s) collective agreement.

### *Section 5*

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).

*Notice of Motion was served at our March 24<sup>th</sup>, 2007 General Membership Meeting.  
Notice of Motion was debated and passed by 2/3 vote at our May 24<sup>th</sup>, 2007 General Membership Meeting.*

## **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.

*Notice of Motion was served at our March 24<sup>th</sup>, 2007 General Membership Meeting.  
Notice of Motion was debated and passed by 2/3 vote at our May 24<sup>th</sup>, 2007 General Membership Meeting.*

## **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 the CAW.

### *Section 2*

The maximum amount of any donation will not exceed ~~five hundred~~ two hundred dollars (~~\$500.00~~ \$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.

*Notice of Motion was given at the January 22<sup>nd</sup>, 2011 General Meeting  
By-Law # 20 Amendments – Accepted and passed: March 12<sup>th</sup> 2011 General Meeting*

## **ARTICLE # 20 (A)**

### **THE CHILDREN'S CHARITY OF BRITISH COLUMBIA AND ALBERTA**

The Local will make a yearly donation to Variety, The Children's Charity, each January in the amount equal to one dollars ~~fifty cents~~ (\$1.00 ~~\$0.50~~) per member based on the previous year's total membership numbers of the Local for the year. This will be proportioned to cover British Columbia and Alberta respectively by the membership numbers in each province.

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.

*Notice of Motion was given at the September 22<sup>nd</sup>, 2012 General Meeting  
By-Law # 20 (A) Amendments – Accepted and passed: November 17<sup>th</sup>, 2012 General Meeting*

## **ARTICLE # 20 (B)**

### **ANNUAL DONATION TO UNITED WAY**

The Local will donate an equal amount to match up to a maximum of ~~two~~ one (~~2~~ 1) days wages for each of the Local staff who make a personal donation in wages to the Annual United Way Campaign each year.

*Notice of Motion was given at the January 22<sup>nd</sup>, 2011 General Meeting  
By-Law # 20 (B) Amendments – Accepted and passed: March 12<sup>th</sup> 2011 General Meeting*

## **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 CAW 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 CAW 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 ~~MAYNE LOGISTICS~~ LOOMIS and DHL OWNER OPERATORS SPECIAL FUNDS (INDIVIDUAL SEPARATE FUNDS)

#### Section 1

Effective September 1<sup>st</sup>, 2002 and every year there after "All Dependent Contractors of ~~Mayne Logistics~~ Loomis Express and DHL Courier Service, BC, Members of CAW 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, ~~and~~ a Bargaining Conference and Bargaining to deal with specific ~~Mayne Logistics Loomis~~ and DHL Owner Operators issues.

### **Section 3**

The calendar year shall be January 1<sup>st</sup> to December 31<sup>st</sup> 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.

*Notice of Motion will be given at the January 19<sup>th</sup>, 2013 General Meeting.*

*This By-Law was debated and then accepted on at the March 9<sup>th</sup>, 2013 General Meeting*

**New By-Law # 22 Accepted and passed: March 9<sup>th</sup>, 2013**

## **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 the CAW, 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) weeks 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 to the monthly 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 CAW 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 CAW 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 CAW 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 1<sup>st</sup> 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.

## **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 # 29      NDP AFFILIATION - RESINDED NO LONGER APPLICABLE**

~~It is moved that this Local affiliate five hundred (500) members to the New Democratic Party on a permanent basis.~~

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

Local 114 ~~will~~ (change to "may") pay registration and tuition, lost wages, and travel expenses ~~for~~ (change to "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.

*Notice of Motion was given at the January 22<sup>nd</sup>, 2011 General Meeting  
By-Law # 30 Amendments – Accepted and passed: March 12<sup>th</sup> 2011 General Meeting*

## **ARTICLE # 31      CHARGES AND TRIALS**

Shall be the same procedure as outlined in Article 23 of the CAW Constitution.

## **ARTICLE # 32      DISCIPLINE**

Any member working in a certified bargaining unit who does not pay dues will be declared delinquent and suspended as outlined in Article 17, Sections 5 and 6.

## **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**

### *Section 1*

The Local Union must have the following Standing Committees: Constitution and Bylaws, Education, Environment, Recreation, Community Services, Human Rights, Union in Politics and Women's. The Local Union may decide to set up additional committees from time to time. The Local will decide whether committee members will be elected or appointed.

### *Section 2*

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 there after.

## *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 CAW-National Education Department.

### NEW BY-LAW ARTICLE # 36

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

Local 114 may employ a WCBA/OH&SR on a full time/part time basis to carry out the duties of a WCBA/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 WCBA/OH&SR.

#### Conditions of Employment:

##### Clause A

1. The elected Executive Committee of the Local shall be authorized to appoint the WCBA/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 WCBA/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 WCBA/OH&SR shall be those as outlines by the Local Executive Board.
- (iii) The WCBA/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 WCBA/OH&SR shall carry out the objectives of the CAW 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 WCBA/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.

**"Notice Of Motion" to be given at the November 5<sup>th</sup> 2005 General Meeting.**  
**Pasted and voted on at the January 28<sup>th</sup> 2006 General Meeting**

### **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 (1<sup>st</sup> choice) or any B.C. CAW 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 CAW Local 114 and the Secretary Treasurer of CAW Local 114.
- (c) The Secretary Treasurer of CAW 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.

Notice of Motion was given at the May 14<sup>th</sup>, 2010 General Meeting held in Victoria, BC  
This By-Law will be debated and voted on at the June 26<sup>th</sup>, 2010 General Meeting.

**New By-Law # 37 Accepted and passed: June 26<sup>th</sup>, 2010**

#### **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 CAW 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.

Notice of Motion was given at the September 22<sup>nd</sup>, 2012 General Meeting.  
This By-Law will be debated and voted on at the November 17<sup>th</sup>, 2012 General Meeting

**New By-Law # 38 Accepted and passed: November 17<sup>th</sup>, 2012**



#### 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 CAW 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 CAW 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 35cents/km 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 (Ilene Scott/Mardi Vaughan); 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.

05/97/isopeiu343

## **CAW NATIONAL CONSTITUTION REFERENCE GUIDE**

### **Article 9, Section 13**

- (a) Following the Convention Call, each Local Union will issue a call for the nomination of delegates.

- (b) If the Local does not have an elected standing Election Committee, it will elect an Election Committee at a regular or special meeting. At least seven days notice must be given for the special meeting. The Election Committee will administer the details and procedures of the election and make sure it is fair.
- (c) The nomination process may be decided by the Local. Nominations for delegates may be made at the meeting where the Election Committee is elected. In any case, at least seven days' notice must be given for nomination. After the close of nominations, a list of nominees will be available to the members. Nominees may not be members of the Election Committee or serve as challengers or observers. Only those nominated may be elected.
- (d) There must be at least seven days between the deadline for nomination of delegates and the election. The Local Union must notify all members at least 15 days in advance of the date, time and place of the election. Polling places must be open for enough time on one or more days to give all members a chance to vote.
- (e) Delegates must be elected by secret ballot. The candidates receiving the most votes will be elected.  
If there is a clear violation of this constitution or the Local Union's bylaws in the pre-election procedures, the National President May order a correction of the violation before the election. This action may be appealed to the Credentials Committee.

#### **Article 17, Section 7**

- (a) A member is considered to be in good standing and does not have to pay dues if during a calendar month s/he did not work and did not receive benefits in lieu of work.
- (b) Benefits in lieu of work include Supplemental Unemployment Benefits or an equivalent lay-off benefit, vacation pay, holiday pay, jury duty pay, bereavement pay and paid absence allowance. They do not include pension benefits, sick an accident benefits, or Workers' Compensation or, in the case of a workplace closure, severance pay.
- (c) If, within a calendar month, a member receives Supplemental Unemployment Benefits or equivalent of at least 50 per cent of her/his gross pay for a normal work week less statutory deductions, then the member's dues will be one hour straight-time pay.
- (d) To remain in good standing or receive an honourable withdrawal transfer card, the member will report immediately to the Local Union's Financial Secretary any other employment s/he may get during the layoff, absence, or discharge.  
A member not covered by check-off will notify the Financial Secretary of a return to work.

#### **Article 17, Section 8**

- (a) A member remains in good standing without paying dues for the period of a layoff or leave only for as long as s/he has recall rights as provided for in their respective collective agreements, provided s/he follows the procedures set out above and does not get an honourable withdrawal transfer card.  
At the end of the period described in the above sections of this article, the Local Union's records will automatically note that the member was issued an honourable withdrawal transfer card.
- (b) The member may remain in good standing, if s/he notifies the Local Union Financial Secretary, in person or by registered letter, that s/he continues to be eligible for out-of-work credits. S/he must do this during the last 10 days of the six-month period.
- (c) The exception to Section 8 (b) above shall be if a member is a full time officer of the Local Union and as such pays dues to the Local Union. In such cases s/he shall be considered a member in good standing only for as long as s/he remains a full time officer of the Local Union. S/he shall then be issued an honourable withdrawal transfer card.

#### **Article 17, Section 9**

Any member becoming out-of-work because of illness or injury remains in good standing for the period of illness or injury. The member must provide proof of illness or injury. This does not apply to employees who receive salaries equivalent to 40 hours' pay (one work week) within a calendar month.

#### **Article 18, Section 3**

A laid-off member who is regularly employed outside the National Union's jurisdiction will take an honourable withdrawal transfer card. Or, to remain in good standing, the member will pay dues to the Local Union. The Local Union will issue a withdrawal card immediately to any member who has voluntarily left the jurisdiction of CAW-Canada. This does not apply to members who work for or officially represent CAW-Canada.

#### **Article 34, Section 6 (b) and (c)**

- (b) All elections must be supervised by a democratically elected Election Committee.
- (c) The Local Union membership body must set all election dates.

#### **MEMBER IN GOOD STANDING**

Can run for office - subject to bylaws eligibility.

Can vote in appropriate elections.

Eligible to participate in general membership and unit meetings.

Eligible to participate in other local and national union activities, recreation tournaments, standing committee activities, etc.

## **CAW Privacy Policy**

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

### **A. Purpose for Which Personal Information is to be Used**

The CAW 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 CAW 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 CAW National Union in British Columbia and all local Unions operating out of the provincial office at 326 - 12<sup>th</sup> Street, New Westminster, BC is ~~John Bowman~~. He may be reached by phone at ~~604-516-8005~~ or via e-mail at ~~bowmanj@caw.ca~~.

**Contact CAW National Area Director at 604-522-7911 or 1-800-665-3553**

# CAW TCA

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# CANADA

## Local 114

### Main Office

326 - 12<sup>th</sup> Street  
New Westminster, BC V3M 4H6

Telephone: 604-524-9457  
Toll Free: 1-800-841-5911  
  
Fax: 604-524-0419  
Toll Free: 1-877-624-9906

### Island Office Location

2<sup>nd</sup> Floor, 4248 Glenford Avenue  
Victoria, BC V8Z 4B8

Telephone: 250-384-4423  
Toll Free: 1-800-665-1950  
  
Fax: 250-381-3521

### **WEB PAGE:**

[www.caw114.bc.ca](http://www.caw114.bc.ca) or [www.cawlocal114.com](http://www.cawlocal114.com)