

UNIFOR LOCAL 594

Chartered September 3, 2013

BY-LAWS

PREVIOUSLY CHARTERED BY

COMMUNICATIONS, ENERGY AND PAPERWORKER'S UNION OF CANADA

As

LOCAL 594

CLC

NOVEMBER 29, 1992

ENERGY AND CHEMICAL WORKERS UNION

As

LOCAL 594

CLC

JUNE 1, 1980

OIL, CHEMICAL & ATOMIC WORKERS INTERNATIONAL UNION

As

LOCAL 16-594

AFL-CIO-CLC

OCTOBER 15, 1948

OIL WORKERS INTERNATIONAL UNION

As

LOCAL 594

AFL-CIO-CLC

OCTOBER 15, 1948

UNITED OIL WORKERS OF CANADA

As

LOCAL 3

CCL

FEBRUARY 14, 1947

OLI WORKERS INDUSTRIAL UNION

As

LOCAL 1

CCL

OCTOBER 15, 1942

Contents

PREAMBLE	3
ARTICLE 1.....	3
NAME.....	3
ARTICLE 2.....	3
STATEMENT OF PRINCIPLES	3
ARTICLE 3.....	6
OBJECTIVES	6
ARTICLE 4.....	7
CONSTITUTIONAL JURISDICTION	7
ARTICLE 5.....	7
FISCAL YEAR.....	7
ARTICLE 6.....	7
JURISDICTION, ADMISSION AND MEMBERSHIP	7
ARTICLE 7.....	8
DUES	8
ARTICLE 8.....	8
FINANCES	8
ARTICLE 9.....	10
MEETINGS	10
ARTICLE 10.....	11
OFFICERS AND THEIR DUTIES	11
ARTICLE 11.....	16
EXECUTIVE BOARD	16
ARTICLE 12.....	17
ELECTIONS.....	17
ARTICLE 13.....	19
REAL AND PERSONAL PROPRTY	19
ARTICLE 14.....	20
LOCAL UNION MEMBERSHIP DISCIPLINE PROCEDURE.....	20
ARTICLE 15.....	21
LOCAL UNION COMMITTEES	21
ARTICLE 16.....	23
CONDUCT OF MEETINGS	23
ARTICLE 17.....	23
OATH OF MEMBERSHIP	23
ARTICLE 18.....	24
AMENDMENTS	24

PREAMBLE

Believing that all persons have a natural right to the full enjoyment of the wealth created by their labour, and believing that such cannot be fully realized except through the united, free and democratic organization of working men and women, we do hereby unite ourselves into a Local Union to be known as Unifor Local 594, which shall operate as a labour, benevolent and fraternal organization.

It shall be the objective of the Local Union to establish and maintain collective bargaining for the benefit of the workers within its jurisdiction, to secure working conditions conducive to the safety, good health, the full enjoyment of life, and to organize unorganized workers wherever they may be found.

ARTICLE 1 NAME

1.01.01

This organization shall be known as Unifor Local 594. It shall be a subordinate body of Unifor.

ARTICLE 2 STATEMENT OF PRINCIPLES

2.01.01

Democratic:

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.

2.02.01

United:

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.

2.03.01

Open and inclusive:

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.

2.04.01

Solidarity:

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.

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.

2.05.01

Accountable and Transparent:

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.

2.06.01

Effective:

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.

2.07.01

Dynamic:

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.

2.08.01

Militant:

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

2.09.01

Progressive:

Our goal is transformative and 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.

2.10.01

Gender and Equity:

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.

2.11.01

Union Renewal and Generational Change:

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 Unifor Constitution 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.

2.12.01

Leadership:

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.

ARTICLE 3
OBJECTIVES

The objectives of this Local Union shall be:

3.01.01

To organize persons engaged within the jurisdiction of this Local Union and assist in the organization of all working people.

3.02.01

To improve wages, hours of work, employment and security and other conditions of employment through collective bargaining.

3.03.01

To strive for equality regardless of race, creed, colour, age, marital status, family status, ancestry, place of origin, ethnic origin citizenship, language, religious beliefs, sex, sexual orientation, disability, records of offence or political affiliation.

3.04.01

To assist in advancing the social, economic and general welfare of working people through political, educational, civic, and other activities.

3.05.01

To safeguard, protect and extend freedom, civil liberties, democracy and democratic trade unionism.

3.06.01

To engage in political activities, secure beneficial legislation, and obtain the defeat and repeal of harmful legislation.

3.07.01

To aid and cooperate with other trade unions and other organizations whose purposes are in accord with the purposes of this union, and to affiliate with organizations which meet our goals and to participate in such organizations.

3.08.01

To ensure that every employee has the right to be fairly represented in grievance or rights arbitration proceedings under the collective bargaining agreement and that the manner that they are represented is not arbitrary, discriminatory or in bad faith.

ARTICLE 4
CONSTITUTIONAL JURISDICTION

4.01.01

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

ARTICLE 5
FISCAL YEAR

5.01.01

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

ARTICLE 6
JURISDICTION, ADMISSION AND MEMBERSHIP

6.01.01

The jurisdiction of the Local Union shall be the bargaining unit employees, employed by Consumers' Co-operative Refineries Limited in Regina, Saskatchewan, Canada, and any other persons as determined by the National Union constitution.

6.02.01

Each member in good standing of this Local Union has the right:

- To nominate and vote, express opinions on all subjects before the Local Union,
- To attend all membership meetings and express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting;
- To meet and assemble freely with other members and generally,
- To participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues upon which the membership must base its decisions.

These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, By-Laws and other official rules of the Local Union. A member in exercising the foregoing rights and privileges shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to, either the Local or National Union as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or the National Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the National Union. Violation, or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, may be grounds for the

commencement of a charge against a member pursuant to Article 18 of the National Union Constitution.

6.03.01

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

6.04.01

Membership in this Local Union shall also constitute membership in the National Union; however, no persons shall act as or be deemed to be an agent of the National Union or any chartered or subordinate body of the National Union, including this Local Union, because of his or her membership unless specifically authorized in writing, and signed by an officer of the Local Union.

6.05.01

Every member of the Local Union shall have full rights and privileges of membership until he/she is three months in arrears for dues, assessments or fines, at which time he/she shall be suspended.

6.06.01

All persons, other than National Officers and staff personal, not in good standing in the Local Union shall be prohibited from participating in meetings and may attend meetings only when invited to do so by a vote of the members.

ARTICLE 7 DUES

7.01.01

Each member shall pay into the Local Union treasury the monthly dues in accordance with Article 15, Section G, of the National Constitution.

7.02.01

Any additional dues shall be approved by the Local Union Membership, as per Local Union policies.

ARTICLE 8 FINANCES

8.01.01

No Officer of the Local Union shall have the power to incur indebtedness on its behalf, or appropriate any money without authority from these By-Laws or from the Local Union.

8.02.01

All Local Union funds shall be deposited in a government insured bank, in the name of the Local Union, or shall be deposited in a trust company that is federally insured; except that a Local Union may deposit its funds in a federally or provincially chartered credit union.

8.03.01

Local Unions may invest surplus funds not required to meet current or reasonably anticipated obligations, subject to the approval of the membership.

8.04.01

All contributions and donations must be approved by the Local Union. Upon approval of the membership, the Executive Board may authorize a predetermined schedule of expenditures.

8.05.01

When a member is required to lose time from his/her regular employment for the purpose of performing work for the Local Union, he/she shall be compensated for each hour lost at his/her regular hourly rate of pay, or for all days worked for the Local Union.

8.05.02

When attending a conference or training seminar, if the work is performed on a member's day off or vacation day, the maximum compensation for one day shall be 8 hours times his/her hourly rate.

8.05.03

Other work for the Local Union shall be compensated for each hour worked at his/her regular hourly rate of pay.

8.06.01

Any reference to per diem, mileage, or honorarium is calculated at the top hourly rate in the bargaining unit.

8.06.02

When a member is required to be away from home, he/she shall be allowed an amount covering (as applicable):

- Reasonable transportation and hotel expenses
- Out-of-Town per diem of 1.92 hours
- In-Town per diem of 0.5 hours
- Use of personal vehicle of 0.009 hours per kilometer
- These amounts are not to exceed National Policy

8.06.03

Union Business, Out of Province:

- Wages: One day more than actual day(s) of meetings
- Per Diem: One day more than actual day(s) of meetings

8.06.04

Union Business, In Province:

- If travelling not on a meeting day, wages will be paid for travel time.
- If over 4 hours and in town, an In-Town per diem will be paid unless meals are provided.

8.07.01

All cheques will be signed by two of the following: Secretary-Treasurer, Recording Secretary, or President.

8.08.01

For committees approved by the membership, the committee members will draw pay for meetings.

8.09.01

The following shall receive an honorarium annually:

President	24 hours
Vice-Presidents	12 hours
Chief Shop Steward	12 hours
Secretary-Treasurer	12 hours
Recording Secretary	12 hours
Negotiating Chairperson	12 hours

8.09.02

Executive Board members and Shop Stewards not mentioned above shall receive 0.3 hours for every Executive Board Meeting attended.

**ARTICLE 9
MEETINGS**

9.01.01

General Membership Meetings shall be on the 4th Tuesday of each month, except December, at 5:05 P.M., unless otherwise determined by the Executive Board.

9.02.01

A special meeting may be called by a majority of the Local Union Executive Board, or upon the request of ten Local members presented to the Local Union President.

9.03.01

The time, place, and date of all meetings shall be properly posted so that all members may attend.

9.04.01

Five members in good standing shall constitute a quorum for the transaction of the Local Union's business at regular or special meetings.

9.05.01

National Officers and staff personnel may attend Local Union meetings with the right to speak. Only those members of the bargaining unit shall have the right to vote.

9.06.01

Suggested proposals for revisions of the Contract shall be submitted to the Negotiating Chairperson at least 90 days before the termination of the Contract.

9.07.01

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

9.08.01

Union meetings or proceedings cannot be videotaped, audio recorded or electronically transmitted without written consent from the union.

ARTICLE 10
OFFICERS AND THEIR DUTIES

10.01.01

The responsibilities of Local Unions and their Executive Officers, in addition to those set forth in the Constitution, and in these By-Laws shall include:

- The pursuit of the objectives set out in the Constitution.
- The implementation of all Union programs and policies.
- Active participation in political affairs and legislative processes at all levels.
- Support of the participation of Local Union Executive Officers, Committeepersons, Stewards, and members in educational programs, courses and training.
- The protection of the Local Union's assets, funds and other property.

10.02.01

The elected officers of this Local Union shall be:

- President
- Four Vice-Presidents, one representing:
 - Process
 - Administration
 - Maintenance
 - Petroleum Distribution Department
- Secretary-Treasurer
- Recording Secretary
- Trustees (Three)
- Negotiating Chairperson
- Guide
- Sergeant-at-Arms
- Chief Shop Steward
- Information Officer

10.03.01

The Local Union may combine such offices as may be necessary upon a vote of the members, with the exception of the offices of President, Vice-Presidents, Secretary-Treasurer, and 3 Trustees (or those persons who may be delegated to the responsibilities of those offices).

10.04.01

Officers shall be elected for a two year term; except Trustees whose term shall be three years.

10.05.01

President

It shall be the duty of the President to:

- preside over all Membership and Local Union Executive Board meetings
- preserve order and enforce the Constitution and by-laws of the Union
- subject to approval of the membership, appoint all special committees when elections for the committee are not required
- sign the minutes of the Recording Secretary after the approval of the membership; to be the Ex-Officio member of all committees, except the Election Committee.
- report on the activities of the Local Union Executive Board
- sign cheques jointly with the Recording Secretary or Secretary-Treasurer to cover expenditures authorized by the membership or Local Executive Board
- be responsible for keeping the Local Union in compliance with the Constitution, By-Laws, and Policies

10.05.02

The President shall be entitled to vote on the question of membership and other matters voted on by secret ballot, but as chairperson of a meeting, the President may cast only the deciding vote on other matters.

10.05.03

Unless otherwise elected as a voting delegate, the President shall attend National Convention and Canadian Council as a special delegate or observer, when possible.

10.06.01

Vice-Presidents

The Vice-Presidents shall:

- assist the President in the performance of the presidential duties
- select a First Vice-President to act in the President's absence. If all Vice-Presidents are absent from a meeting, the meeting will elect an interim chairperson, with the Secretary-Treasurer calling the meeting to order.

10.06.02

The Vice-Presidents shall act as negotiating representatives for their respective groups, and as chairpersons of their respective grievance committees.

10.07.01

Secretary-Treasurer

The Secretary-Treasurer shall:

- receive and issue receipts for all monies passing through the Local Union office
- deposit monies or cheques received
- pay all bills authorized by the Local Union
- be responsible for keeping the Local Union in compliance with the Constitution, By-Laws, and Policies by paying all obligations required there under
- make financial reports of all financial transactions to the National Secretary-Treasurer in accordance with procedures established by the National Secretary-Treasurer and on forms provided by the National Union Office
- make reports at each regular meeting on all receipts, expenditures, and balances
- sign cheques jointly with the Recording Secretary or Local President to cover expenditures authorized by the membership or Local Executive Board
- prepare and present to the Membership for approval an annual budget

10.07.02

The Secretary-Treasurer shall make all books and records available to the Local Union Trustees for the purpose of conducting an audit.

10.07.03

The Secretary-Treasurer shall turn over all records, monies, and properties in good order at the end of the term of office.

10.08.01

Recording Secretary

The Recording Secretary shall:

- keep a faithful record of meetings of the Local Union and Local Union Executive Board
- conduct the correspondence of the Local Union unless otherwise directed
- keep a file of all matters pertaining to the Office available for inspection by the Local Union Executive Board
- jointly sign cheques with the Secretary-Treasurer or President, when applicable
- perform such other duties as may be necessary for the proper administration of Local Union affairs, subject to the approval of the Local Union Executive Board.

10.09.01

Guide

The Guide shall prepare all new members with the Local Union orientation program, and perform such other duties as the Local Union may require.

10.10.01

Trustees

The Trustees shall:

- keep watch over all monies and property of the Local Union
- approve the Secretary-Treasurer's financial reports as soon as possible after January 1 of each year
- make quarterly audits of the financial records of the Local Union

10.11.01

Negotiating Chairperson

The Negotiating Chairperson shall:

- be responsible for the submission and approval of all proposals for the revision of the Contract
- preside over any negotiating meetings
- act as an ex-officio member of any negotiating sub-committee and grievance committee

10.11.02

The Negotiating Chairperson shall attend, if possible, as a delegate to the National Bargaining Conference. Where the Constitution specifies that delegates must be elected, the Negotiating Chairperson may only attend as an observer or Special delegate, unless otherwise elected.

10.12.01

Chief Shop Steward

The Chief Shop Steward shall:

- carry out any duties as directed by the Local Union Executive Board

- dispatch all stages of the grievance procedure
- chair the Elections Committee, unless they are a candidate for an executive position, in which case another Executive Officer, not subject to elections, will chair the Elections Committee
- be a member of the Law Committee

10.12.02

The Chief Shop Steward shall attend, if possible, as a delegate to the Saskatchewan Labour Law Review.

10.13.01

Shop Stewards

Shop Stewards shall:

- provide leadership
- advise the membership
- handle grievances
- listen to concerned members
- educate the membership
- be the pipeline of information in their area
- police the Agreement
- comprise the Elections Committee

10.13.02

Each Shop Steward shall be elected within their applicable department, at regular election time. If the department fails to elect a Shop Steward, then the Vice-President will appoint one Shop Steward for that department within two weeks of the close of Elections. Any Shop Steward appointed for a department must be approved by the members of that department at the earliest opportunity.

10.14.01

Sergeant-at-Arms

The Sergeant-at-Arms shall:

- provide security for all meetings
- tile the doors during secret ballot votes
- be a member of the Elections Committee

10.15.01

Information Officer

The Information Officer shall:

- inform the Local Union membership of Union issues on a regular basis
- be a resource person for the Local Executive and members of the Negotiating Committee
- be the editor of the Local Union newsletter
- administer the E-mail distribution lists

10.16.01

No member holding a Local Union executive and/or committee position shall apply or accept an interview for a management position with companies that this Local has a Collective Bargaining Agreement with until she or he has resigned her or his union position.

ARTICLE 11
EXECUTIVE BOARD

11.01.01

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

11.02.01

The Executive Board shall be composed of all Executive Officers, elected positions, and all Shop Stewards. Executive officers are:

- President
- Vice-Presidents
- Secretary-Treasurer
- Negotiating Chairperson
- Chief Shop Steward
- Recording Secretary

11.02.02

Table Officers are Executive Officers with signing authority on cheques.

11.03.01

All changes entered into by the Executive Board regarding the Collective Agreement or amendments to, on behalf of the Local Union, shall be first approved and ratified by the majority of those members voting thereon at a regular or special meeting called for such purpose. Such approval will be by secret ballot vote.

11.04.01

The Executive Board may at any time require from any Officer or Committee, a full and detailed report on any business done in the name of the Local Union.

11.05.01

The Executive Board shall meet at the request of the Table Officers, or the majority of Executive Board members, and shall report at the next General Membership Meeting all its decisions and actions.

11.06.01

The President shall serve as the Chairperson of the Executive Board.

11.07.01

The Executive Board shall have the authority to act for the Local Union membership between general meetings.

11.08.01

The Executive Board may promulgate rules covering attendance at their meetings and make provisions for replacement of those members who fail to attend meetings without proper excuse.

11.09.01

Executive Board shall meet on the 3rd Tuesday of the month at 5:05 pm, unless otherwise determined by the Executive Board.

**ARTICLE 12
ELECTIONS**

12.01.01

No member of this Local Union shall be eligible to hold office who is not in good standing at the time of the nomination and election, and who has not been a member in good standing for a period of 6 months immediately preceding the election.

12.02.01

The order of Elections shall be Group 1 in even numbered years and Group 2 in odd numbered years.

Group 1:

- President
- Maintenance Vice-President
- Administration Vice-President
- Sergeant-at-Arms
- Trustee(s)
- Chief Shop Steward
- Information Officer

Group 2:

- Negotiating Chairperson
- Process Vice-President
- Petroleum Distribution Department Vice-President
- Trustee(s)
- Recording Secretary
- Secretary-Treasurer
- Guide

Trustees are to be elected for a three-year term and the term of office arranged so that one Trustee will be elected each year.

12.03.01

Notice of Nominations and Elections will be posted on all Union bulletin boards in the week following the April General Meeting. Nominations will be presented at the May General Meeting. Elections will be held in June at least 7 days after nominations.

12.04.01

If the bargaining process has not been completed prior to the election process outlined in 12.03.01, the nomination process will begin one month after the ratification of the collective agreement.

12.04.02

The month of nomination and election of Executive Officers may also be changed so that the expiration of the Collective Agreement shall not occur within the 90 days of the new Executive assuming office.

12.05.01

Any union member may nominate himself/herself or others for an elected position, in person or in writing. If the candidate cannot attend the nomination meeting, a nominator must present the candidate's signed acceptance letter at the nomination meeting.

12.06.01

A member who is a candidate or nominator may not be part of the Election Committee responsible for supervising the election.

12.07.01

If an Executive Officer, whose term is not expiring, wants to be a candidate for another Executive Office, he/she must resign from his/her present office in advance of the notice of the nominating meeting. This permits the nomination and election of candidates for both offices during the same election. The resignation would become effective at the time of installation.

12.08.01

The Elections Committee will, provided that there is more than one eligible nominee, make a ballot accessible to all available Local Union members. The form of the ballot, the method of signifying a choice, as well as the ballot boxes designated to be utilized, shall be determined by the Elections Committee. The Elections Committee shall do everything in its power to ensure security, secrecy, and in general the honest conduct of elections.

12.08.02

In situations where there is only one eligible nominee, the Chief Elections Officer shall declare that nominee elected by acclamation.

12.08.03

Balloting shall continue for a minimum of five days, at which time the Elections Committee shall collect all ballots and in the presence of those scrutineers, who desire to

be in attendance, proceed to count the ballots in question. To be declared elected, a nominee must poll a simple majority of the total votes cast for all eligible nominees. In the event of a tie, the Chief Elections Officer will cast a ballot to determine the successful candidate (otherwise the Chief Elections Officer does not vote).

12.08.04

The Elections Committee shall determine and post the time for balloting.

12.09.01

The newly elected Executive will take over their duties of office at the first General meeting following elections. The newly elected Executive shall determine First, Second, Third, and Fourth Vice-Presidents.

12.10.01

The Election Committee shall announce the result of each election immediately after the ballots are counted and shall provide a written report of the election to the next Local Union membership meeting.

12.11.01

The Elections Committee shall retain all ballots cast for one year. The Union may then destroy the ballots unless a review is pending.

12.12.01

The election of Local Union Officers shall be by secret ballot among the members in good standing.

12.13.01

In the event that any member or group of members questions election-related decision or actions, a request for a Review of Decision shall not be considered unless it is raised within seven days of the closing of the polls or at the next membership meeting, whichever is later. A request made prior to the membership meeting must be submitted in writing to the Local Union.

12.14.01

Vacancies in office shall be filled at the next General Membership meeting.

ARTICLE 13 REAL AND PERSONAL PROPERTY

13.01.01

All Officers, at the expiration of their term of office, when removed from office, or when their office is declared vacant, shall deliver to their successors all books, paper, monies and other property in their possession belonging to the Local Union and they shall not be released from their bonds or obligations until this section is complied with.

13.01.02

All members or employees who hold or have in their possession any monies, books, records, or other properties of the Local Union during any period when such member or employee is designated to perform duties on behalf of the Local Union shall deliver all such monies, books, records and other properties to the Secretary-Treasurer of the Local Union upon completion of such assignment.

13.02.01

The President, Secretary-Treasurer and Trustees and their successors shall constitute a Board of Trustees for the purpose of holding title to Local Union property and real estate taken in the name of the Local Union.

13.02.02

Upon approval of the Local Union, the Board of Trustees shall be authorized to buy, sell, transfer, lease, and contract for the Local Union property and real estate of the Local Union.

13.03.01

Membership in the Local Union shall not vest a member any right, title or interest in the funds, property, or other assets of the Local Union or the National Union.

ARTICLE 14

LOCAL UNION MEMBERSHIP DISCIPLINE PROCEDURE

14.01.01

Charges, Trials, and Appeals are subject to Article 18 of the National Unifor Constitution.

14.02.01

Any union member that goes to work during a labour dispute, for the company the union is in a dispute with, will be subject to union penalties.

14.02.02

Union Penalties are \$400 per day of work.

14.03.01

When an employee accepts a permanent position outside the bargaining unit and is in their reversion period as per Article 6 of the CBA, if that employee is actively at work for the company during a labour dispute, and if that employee chooses to use their reversion rights after the labour dispute, they will be fined as per 14.02.02.

14.04.01

Fines to be collected by payroll deduction in the same method as regular dues. A payment plan may be accepted as a payment option, versus a lump sum payment, as approved by the Finance Committee.

ARTICLE 15
LOCAL UNION COMMITTEES

15.01.01

The President, with the approval of the Executive Board, will appoint on an annual basis up to:

- 13 members to the Occupational Health and Safety Committee
- 3 members to the Accommodation Committee
- 3 members to the Employee and Family Assistance Committee
- 3 members to the Pension Advisory Committee
- 8 members to the Strike Committee

15.01.02

The Bargaining Committee will consist of the President, Vice-Presidents, and Negotiating Chairperson.

15.01.03

The Finance Committee will consist of the Secretary-Treasurer and the Trustees.

15.01.04

Upon approval of the membership, these committees may include additional members as required.

15.01.05

The Executive Officers shall constitute the members of the By-Law Committee.

15.01.06

Upon approval of the general membership, other committees may be established and governed by the Local Union Policies.

15.02.01

The President shall prescribe the duties and the tenure of the assignment for each of these committees. The President shall have the power to replace any committee member who fails in his/her responsibilities.

15.03.01

Each Grievance Committee shall consist of the Chief Shop Steward, the Vice-President and Shop Steward in the department concerned. The President and Negotiating Chairperson will be ex-officio members of each Grievance Committee. All stages of a grievance up to the last stage will be handled by the Grievance Committee. The last stage of the grievance will be handled by the Local Union Executive Board.

15.04.01

Elections Committee

The Shop Stewards and Sergeant-at-Arms will constitute the Elections Committee.

15.04.02

The Chief Shop Steward will be the Chair of the Elections Committee, unless they are a candidate for an executive position, in which case another Executive Officer, not subject to elections, will chair the Elections Committee. The Elections Committee shall select a Chief Elections Officer.

15.04.03

The Elections Committee is charged with the responsibility of conducting Executive Elections under Article 12.

15.04.04

The Elections Committee is responsible for all secret ballot votes. This will include:

- registration at the door of the meetings
- distribute ballots to members when a secret ballot vote is to be conducted
- facilitate the voting process
- count ballots
- report results to the membership
- retain all ballots cast, as per Article 12

15.05.01

The Chief Elections Officer will be empowered to add members to the Election Committee to assist in areas where he/she considers further assistance desirable. He/she must also name replacements to the Elections Committee for any committee member who subsequently accepts a nomination for an Executive position. Incumbent Executive Officers or other members of the Local Union shall not interfere with the Elections Committee in the performance of their duties. All decisions of the Elections Committee shall be subject to majority approval within the Committee; however, this does not preclude the right of the Committee to delegate exclusive authority over certain matters to the Chief Elections Officer. Committee decisions concerning these matters relevant to Executive Elections shall be final and the only area of appeal open to individual members shall be as per Local Union By-Laws.

ARTICLE 16
CONDUCT OF MEETINGS

16.01.01

The Local Union Executive Board shall prescribe a customary agenda for the conduct of Local Union meetings. The order of business will include:

- Appropriate opening ceremony
- Reading of Unifor Harassment Policy
- Roll Call of Officers
- Reading of Minutes and their approval
- Initiation of new members
- Reading of financial reports
- Reading of communications
- Agenda Items as determined by the Executive Board Meeting
- Unfinished business
- New business
- Adjournment

16.01.02

Those items requiring membership action, such as the acceptance of reports and the approval of bills and recommendations, may be voted upon at the time they are presented.

16.02.01

Unless otherwise provided, Bourinot's Rules of Order will be used for the conduct of meetings.

16.03.01

A permanent Minutes book will be kept by the Recording Secretary which accurately reflects the business transacted at each Union meeting.

ARTICLE 17
OATH OF MEMBERSHIP

17.01.01

I, (name of individual), pledge to faithfully observe the rules of the Union; not to divulge or make known any private proceedings of this Union; to perform all the duties assigned to me; that I will not wrong a member, or see him or her wronged, if in my power to prevent; to conduct myself as not to discredit my Union, and to bear true and faithful allegiance to Unifor Local 594.

Response:

Your pledge will be remembered.

ARTICLE 18
AMENDMENTS

18.01.01

These By-Laws may be amended by a two-thirds vote at any General Meeting of the Local Union, provided the amendment has been presented in writing as read at a previous General Meeting and posted in the workplace for no less than twenty-one days.

18.02.01

All amendments to these By-Laws shall become effective only after receiving approval of the National Executive Board.

18.03.01

These By-Laws may also be amended by the National Constitution in Convention.

18.04.01

Notwithstanding anything to the contrary herein, these By-Laws and approved amendments thereto shall be subject to and shall not in any way be construed to supersede any of the provisions of the National Union. In event of conflict between these By-Laws and the Constitution of the National Union, the provisions of the latter shall prevail.

Record of Changes

Motion to pass these By-Laws was made by: Dan Devers

Seconded by: Garth Wendel

Passed by two-thirds: Nov 22/2011 General Meeting

Motion to pass revisions of these By-Laws was made by: Daryl Schwartz

Seconded by: Angela Smart

Passed by two-thirds: March 24, 2015 General Meeting

Motion to pass revisions of these By-Laws was made by: Carla McCrie

Seconded by: Lance Holowachuk

Passed by two-thirds: March 26, 2019 General Meeting

Motion to pass revisions of these By-Laws was made by: Carla McCrie

Seconded by: Shaun Jenkins

Passed by two-thirds: June 25, 2019 General Meeting