

## BY LAWS

### ARTICLE I NAME AND JURISDICTION

**Section 1.** This organization shall be known as Unifor Local 6006 (here-in-after called the Local Union).

**Section 2.** This Local Union has been established and exists by virtue of a charter issued by Unifor the Union (hereinafter called the National Union) pursuant to the Constitution

**Section 3.** The Local Union includes the following bargaining units:

1. Bell Canada - Clerical
2. Yellow Pages – Clerical
3. Commercial Bakeries Corporation

Jurisdiction of this Local Union shall be the jurisdiction assigned by the National Union.

### ARTICLE II OBJECTIVES

**Section 1.** The purpose and objectives of this composite Local Union are to unite all workers within its bargaining unit jurisdictions for the following purposes:

- a) To improve their wages and hours of work, to increase their job security and to secure working conditions conducive to safety and good health;
- b) To advance their economic, social, political and cultural interests; to disseminate information among workers regarding economic, social, political and other matters affecting their lives and welfare;
- c) To improve access to local services and increase presence at and participation in local activities by pooling bargaining unit resources;
- d) To ensure fair representation of units within composite locals and promote mutual support and solidarity through the Local unions internal structures and activities;
- e) To give assistance and encouragement to organizations in organizing workers and to engage in such other activities as may be necessary or proper to strengthen the labour movement and to extend the process of collective bargaining throughout all trades and industries;

**Section 2.** To represent all persons eligible for membership, 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 in the promotion of their economic interests and the advancement of the highest professional standards.

### ARTICLE III HEADQUARTERS

The headquarters and main office of this Local Union shall be designated by the Local Executive Board. The Local Executive may maintain a mailing address, phone number, website and storage unit. Such costs will be paid by the Local Union.

### ARTICLE IV GENERAL MEMBERSHIP AND SPECIAL MEETINGS

**Section 1.** The General Membership meeting is the highest authority of the Local Union.

**Section 2.** The Local Union shall normally meet quarterly, (March, June, September and December, subject to change with notice) at such location and time as the Local Executive Board shall decide. The time, place and date of the meeting shall be properly posted. Two (2) weeks notice will be given for General Membership meetings.

**Section 3.** The President shall call a special meeting of the Local Union at the request of the Executive Board or on the written request of twenty-five (25) members in good standing. Notice of a special meeting shall be given to the members and will include the date, time and place of the meeting and state the purpose for which the meeting is called. No business other than that for which the meeting is called may be transacted.

**Section 4.** A quorum for the purpose of transacting any business by the Local Union shall consist of not less than twenty-five (25) members present at any regular or special meeting. No action of any meeting shall be invalid for lack of a quorum unless the question of lack of a quorum was raised before such action was taken. In the event that a quorum is not present, the business shall be conducted fifteen (15) minutes later, provided two thirds (2/3) majority vote by those present are in favour of such action. If a majority vote is not reached, the Local Executive will have a right to hold a meeting within thirty (30) calendar days and will have the right to conduct business at that meeting whether a quorum is reached or not.

**Section 5.** Given notice, the Local Executive may authorize a bargaining unit or group within a unit to hold regular or special meetings, as may be required to transact bargaining unit matters or address special concerns.

**Section 6.** Bargaining units will not take any action which conflicts with either the Local Union By-Laws or National Union Constitution. All actions not specifically authorized by any bargaining unit shall be subject to review by the Local Union

**Section 7.** Under conditions specified in Sections 5 and 6, the Local Union recognizes the power of its bargaining units to make decisions concerning:

1. Selection of delegates to attend bargaining council
2. Any other decisions deemed by the Local Executive Board

**Section 8.** The order of business at the General meeting shall be:

1. Call to Order
2. Unifor Anti-harassment Statement
3. Roll Call of Officers
4. Reading and Approval of Agenda
5. Reading and Approval of Previous Membership Meeting Minutes
6. Welcome of New Members
7. Correspondence
8. Executive Report and Recommendations
9. Financial Officers' Report
10. Reports by Workplace or Bargaining Units
11. National Union Representative's Report
12. Reports of Committees
13. Unfinished Business
14. New Business
15. Good and Welfare
16. Adjournment

**Section 9.** The rules of order not specifically covered by these By-Laws or the Constitution of the National Union shall be in accordance with Bourinot's Rules of Order (or Robert's Rules of Order).

**Section 10.** 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 his/her 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 (As per the Constitution Article 18).

**Section 11.** A Sergeant at Arms may be designated at every meeting.

## **ARTICLE V OFFICERS/WORKPLACE REPRESENTATIVES/STEWARDS**

The President & the Secretary - Treasurer will be elected by the entire general membership.

**Section 1.** The Officers of this Local Union shall be a President, Vice-President(s), a Secretary-Treasurer and the following unit representatives, Chief Steward(s)

In order to represent each bargaining unit as fairly as possible the following shall be the rules in electing the Chief Stewards

Chief Steward(s) representing Yellow Pages  
Chief Steward(s) representing Commercial Bakeries  
Chief Steward(s) representing Bell Canada  
(Specific entities to be determined by the Executive Board).

The Local Executive will determine if further Executive Board positions are required to service the General membership and shall designate the need for further elections.

## Section 2. Duties of the President

The President shall:

- preside at all meetings of the Local Union and its Executive Board.
- be an ex officio member of all Local Union committees, save and except Elections Committee
- appoint members (unless they are elected by the bargaining units) on all Local Union committees
- appoint for vacancies in other offices subject to the approval of the Local Executive Board & general membership (see vacancies Article IX Section 7)
- enforce the National Constitution, Local Union By-Laws and all union rules and regulations.
- be an automatic delegate to all conferences, conventions and labour events.
- endeavour to attend three (3) General Membership meetings per year
- endeavour to attend all Executive meetings
- perform other duties as assigned by the Executive Board

## Section 3. Duties of the Vice-President(s)

The Vice-President(s) shall:

- assist the President in the performance of his/her duties and other duties as designated by the Executive Board. A Vice-President will be called upon to replace the President in his/her absence (see vacancies article IX Section 7)
- endeavour to attend three (3) General Membership meetings per year
- endeavour to attend all Executive meetings

## Section 4. Duties of the Secretary-Treasurer

The Secretary-Treasurer shall:

- keep accurate minutes of all meetings of the Local Union and its Executive Board
- conduct all correspondence of the Local Union;
- receive and read all correspondence addressed to the Local Union and keep such correspondence on file.
- submit such reports and information to the Office of the National President as may be required.
- collect all monies to the Local Union, including membership dues, fines and assessments
- deposit same in the name of the Local Union in such bank or banks as the Local Union Executive Board may direct;
- countersign all cheques or other authorizations for the removal of the funds of the Local Union
- keep true and accurate accounts of all transactions;
- make reports thereon to the Local Union and its Executive Board;
- keep a record of the names and addresses of all members of the Local Union and their status
- submit a written report of the finances and the membership of the Local Union to the National Union in such manner and at such times as the National President or National Secretary-Treasurer may require;

- make all of his/her books and records available for examination and audit, on demand of the National President & General Membership
- endeavour to attend three (3) General Membership meetings per year
- endeavour to attend all Executive meetings
- perform other duties as assigned by the President or Executive Board

#### Section 5. Duties of the Chief Steward

The Chief Steward shall:

- be familiar with the provisions of the Collective Agreement and thoroughly investigate, document and process all grievances, to the step as identified by the Collective Agreement
- familiarize all Stewards with the provisions of the appropriate Collective Agreement.
- inform the Local Executive of all pertinent information related to the bargaining units they represent
- endeavour to attend three (3) General Membership meetings per year
- endeavour to attend all Executive meetings
- perform other duties as assigned by the President or Executive Board

#### Section 6. Duties of the Workplace Representative / Steward

The Workplace Representative / Steward shall:

- be familiar with the provisions of the Collective Agreement and thoroughly investigate, document and process all grievances, to the step as identified by the Collective Agreement
- work with and communicate with other Stewards and the Chief Steward
- endeavour to attend three (3) General Membership meetings per year
- perform other duties as assigned by the President or Executive Board

#### Section 7. Signing Authority

Two (2) signatures will be required at all times to sign cheques and withdraw funds, one (1) must be the Secretary-Treasurer

### ARTICLE VI AUDITS

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

The Local Union shall submit their financial records for audit annually by a professional Chartered Accountant or quarterly by Local Union Trustees as per the National Constitution

**Section 1.** The Local Union may have three (3) Trustees and one (1) alternate. The Trustees shall be elected by the General membership for the same term of office as the other Executive Officers and shall not hold any other position in the Local Union.

**Section 2.** A Local Union which chooses to perform quarterly Trustee audits shall provide to the Trustees all the necessary information they require to carry out the audit and fulfill their responsibility to protect the assets of the Local Union. Quarterly Trustees Reports must be submitted to the Secretary-Treasurer of the National Union no later than three (3) months following the end of a quarter or year end. Local Union Trustees have no signing authority.

## ARTICLE VII EXECUTIVE BOARD

**Section 1.** There shall be an Executive Board consisting of the officers of the Local Union. The Executive Board shall be the highest governing authority within the Local Union between meetings of the Local Union and shall exercise general supervision over its business and affairs. All officers are accountable to the general membership of the Local Union and are subject to membership approval at General Membership meetings except as may be otherwise provided.

**Section 2.** The Executive Board shall have power, subject to the approval of the Local Union and the provisions of the National Union Constitution, to invest the funds and properties of the Local Union, to authorize the expenditures of the Local Union or the use of the property of the Local Union to give effect any of its objects and to pledge any property or securities of the Local Union as security therefore, and to buy, sell, exchange, rent, lease or otherwise acquire or dispose of real or personal property, and shall fix the salaries or honorarium, if any, of the elective officers and any employees.

**Section 3.** The Executive Board shall have such powers as are necessary and appropriate to give effect to the purposes of the Local. It shall present a report of its activities to each meeting of the Local for its approval.

**Section 4.** All requests for contributions and donations to individuals or organizations shall first be submitted to the Executive Board for its consideration and recommendations, before being received by the Local. Requests for financial aid from a Local of the National Union shall require the endorsement of the National President before consideration shall be given to it.

**Section 5.** It shall be the duty of the Executive Board to cause the provisions of the National Union Constitution and the By-Laws, rules and regulations of this Local to be faithfully executed; and to preserve, promote and safeguard the best interests and general welfare of Unifor the National Union, this Local Union and the members. The Executive Board may adopt such rules and regulations not in conflict with the National Union Constitution and these By-Laws, as it may deem necessary and advisable.

**Section 6.** a) The Executive Board shall meet at least once a month  
b) Special meetings of the Executive Board may be called at any time by the President or by three members of the Board upon not less than two (2) business days verbal or written notice to the Executive Board members of the time and place of the meeting and of the business to be transacted there at.  
c) A majority of the members of the Executive Board shall constitute a quorum for the transaction of any business.

## ARTICLE VIII COMMITTEES

### Standing Committees

The Local Union shall have the authority to strike an ad hoc committee as required by the Local. The mandate of these committees will be determined and reviewed by the Executive Board.

As per Article 15 Section D of the National Constitution a Local Union should establish the following Standing Committees and any other committees the membership may desire:

Aboriginal Workers of Colour  
Community Services  
Constitution and By-Laws  
Education  
Environment  
Health and Safety  
Human Rights  
Lesbian, Gay, Bisexual and Transgender Workers (LGBT)  
Recreation  
Retirees  
Union in Politics  
Workers with Disabilities  
Women's  
Young Workers

The method of appointing the membership of the committees and of filling any vacancies on the committees shall be by the President of the Local Union (see Duties of the President Article V Section 2)

These committees shall perform all duties assigned to them by the Constitution and By-Laws and such additional duties as they may be directed to perform from time to time by the Executive Board or the membership.

## ARTICLE IX CONDUCT OF NOMINATIONS AND ELECTIONS

### Section 1. Eligibility

No member shall be eligible for nomination or election to any Executive office in this Local Union or the bargaining unit, or as a delegate to the National Union Convention or any subordinate body of the National Union unless he/she has been a member in good standing within Unifor continuously for one year immediately preceding his/her election. As per Article 5 of the National Constitution.

**Section 2.** Notices as to the date of nominations and elections shall be given, not less than thirty (30) calendar days in advance and reasonable efforts shall be made to notify all members.

At the meeting for nominations, the general membership shall elect an Election Committee of three (3) members, whose duty it shall be to safeguard the secrecy and integrity of the election, prepare and count the ballots and announce the results of the election in a signed statement. All ballots and other records pertaining to the election shall be preserved and stored for one (1) year after the election at the Local Union office at which time they shall be destroyed.

No nominee shall be placed on the ballot unless he/she signified his/her acceptance of the nomination either in person or by written notification submitted to the Secretary-Treasurer or President of the Local Union by 12:00 noon on the day of the meeting at which nominations are made. Only votes for candidates duly nominated and properly on the ballot shall be counted.

**Section 3.** At the following general membership meeting elections shall be conducted.

The elections shall be by majority vote of the votes cast in a secret ballot.

Each member shall be entitled to one vote.

Not less than thirty (30) calendar days prior to the election, notice of election shall be posted.

In the event no candidate for office receives a majority of the votes cast, the two (2) nominees receiving the greatest number of votes on the first ballot shall be nominees on the second ballot and the balloting shall continue until a majority is reached.

The Executive Board will determine the voting format.

There shall be no proxy or absentee voting.

Any candidates that wish to be present at the polls and/or would like to have an observer present at the polls and the counting of the ballots may do so with no cost to the Local Union.

**Section 4.** All Officers and Election Committee members shall be elected every three (3) years in the Fall. All Workplace Representatives / Stewards shall be elected every three (3) years in the following Spring barring any unforeseen circumstances at which time the Executive Board shall determine the schedule of elections.

**Section 5.** In cases of an election complaint, the complainant shall submit a signed complaint in writing to the Secretary/Treasurer of the Local Union within seven (7) calendar days after the election results have been announced or at the next General Membership meeting, whichever is later (with a copy at the same time to the Local Union President).

The Secretary/Treasurer will then forward the complaint to the Chair of the Election Committee within forty-eight (48) hours. Such complaint shall be heard and determined within thirty (30) calendar days by the Election Committee. A new election may be ordered only if it is determined that the matter complained of might reasonably have changed the results of the election. As per Article 18 of the National Constitution.

**Section 6.** Term of Office

All officers shall hold office until their successors are elected. Installation of officers shall be held at a special meeting within thirty (30) calendar days after the election. The outgoing officers shall turn over all papers, money, rights, titles, chattels, books, records, property and assets belonging to the Local Union to their successor or to the President of the Local Union prior to the meeting.

**Section 7.** Vacancies

In the case of a vacancy in the office of the President, a Vice-President shall be appointed by the outgoing President (Article V Section 2). The Vice-President shall immediately assume all responsibilities of that office. Vacancies in other offices shall be filled by appointment of the Local President, see duties of the President (see Article V Section 2). If the vacancy is for more than one (1) year the Local Union shall conduct elections (as per Article IX).



### Eligibility

- a) The Local Union shall be composed of workers eligible for membership in Unifor, over whom the Local Union has jurisdiction.
- b) Each member in good standing of this Local Union has the right to nominate and vote, express opinions on all subjects before the Local Union, to attend all general membership meetings and express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting; to meet and assemble freely with other members and generally, to participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues upon which the membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, 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 Union or National Union as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or 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 Constitution

- c) The general 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 the National Union and help promote organizational activities.
- d) To secure legislation safeguarding and promoting economic security and to social welfare of all workers.
- e) To preserve and extend civil rights and liberties within a free and democratic society;
- f) To promote the policies and goals of the Local Union and National Union.
- g) This Local Union may open its general membership to establish a Community Chapter as per Article 15 Section K of the Constitution.

### Section 3 Revenue

- a) The initiation fee for members in the Local Union is two dollars (\$2.00).
- b) Per capita to the National Union shall be as provided in the Constitution as per Article 16 Section 2
- c) Effective October 1, 2008, each member of this Local Union shall pay dues to the Local Union in an amount equal to 1.5% of basic pay.
- d) Any member who has been suspended for non-payment of dues, fines or assessments, may be reinstated upon payment of the reinstatement fee of ten dollars (\$10.00) and all monies owed at the time of his/her suspension.
- e) If a member leaves as a temporary manager they shall pay a reinstatement fee of thirty-five dollars (\$35.00).

### ARTICLE XI TRANSFERS

Any member who is in good standing and has paid his/her dues for the month in which a transfer is requested may transfer his/her membership to another Local Union of the National Union. Upon application he/she shall receive a transfer card to the Local Union to which he/she desires to be transferred.

### ARTICLE XII PROPERTY

**Section 1.** No funds or property of this Local shall be loaned, given or expended to promote, support, endorse, assist or oppose directly or indirectly the candidacy of a member seeking office or seeking to retain office in the National Union or any of its locals.

**Section 2.** No funds or property of this Local shall be given away or expended to assist any seceding, dual or antagonistic organization, or any local which is violating the Constitution of the National Union. The funds and property of this Local shall be used only to give effect to the purposes and objects of this Local under and subject to the provisions of the National Union Constitution.

### ARTICLE XIII EXPENSES

**Section 1.** When on Local or bargaining unit business, Executive Board members or other previously authorized member(s) shall, upon presentation of receipt, be reimbursed for lost of pay, lodging and travelling expenses.

**Section 2.** Use of personal vehicle for union business should be reimbursed at .55¢ per kilometer.

**Section 3.** When previously authorized, a per diem will also apply when on Local Union or bargaining unit business:

Fifteen dollars (\$15.00) for lunch for an all day meeting

Thirty dollars (\$30.00) if the meeting spans two meals (lunch and dinner) and the work continues in the evening

Sixty-five dollars (\$65.00) if the meeting spans 3 meals

Ninety dollars (\$90.00) if the meeting requires overnight accommodation, provided that a receipt

for accommodation be submitted.

**Section 4.** In all cases, authorization from the Secretary-Treasurer (or their designate) must be obtained before any expenses are incurred.

#### **ARTICLE XIV      CONSTITUTION OF UNIFOR THE UNION**

All the terms and provisions of the Constitution of the National Union shall be deemed a part of these By-Laws.

In the event of a conflict between these By-Laws and the provisions of the Constitution of the National Union, the Constitution of the National Union shall prevail.

This Local has no power to make any contract or incur any liability binding upon the National Union, without the written consent of the President of the National Union and the approval of the National Executive Board. The National Union shall not be liable under any contract or for any acts of this Local or its officers or its members unless they have been authorized in writing to enter into such contract or perform such acts.

#### **ARTICLE XV      DISCIPLINE, TRIALS AND APPEALS**

Every member of this union shall be entitled to a just and impartial trial for any offence of which he/she may be charged, in accordance with Articles 4 & 18 of the National Constitution

#### **ARTICLE XVI      ASSESSMENTS**

The Executive Board of this Local Union shall have the power to levy a per capita assessment, in addition to dues, upon the members of this Local Union provided that the amount and method of payment of such assessment has first been approved by the majority of those voting in a secret ballot among the members in good standing of the Local Union either at a regular or special meeting or in a membership referendum. Notice of the proposed assessment shall be given to the members at least thirty (30) calendar days before the vote is to be taken.

#### **ARTICLE XVII      BY-LAWS-- ADOPTION AND AMENDMENTS**

**Section 1.** These By-Laws shall become effective when ratified by a majority of the members present at a meeting and approved by the National Union President.

**Section 2.** Any provision of these By-Laws may be modified, amended or repealed, or new By-Laws may be adopted, by the affirmative vote of two-thirds (2/3) of the members voting on the question, at a General or Special meeting called for that purpose, provided that notice of the proposed amendment, modification of repeal has been given to the members at the previous General or Special meeting. Furthermore, provided that if an amendment shall alter the amount of the initiation fee or dues as fixed by Article X of these By-Laws, the vote must be taken by secret ballot and after at least thirty (30) days notice of the intention to vote upon the question. This Local Union has no power to modify, amend or repeal any of the terms and provisions of the Constitution of the National Union.

#### Article XVIII REVIEW OF DECISIONS

If a member feels her/himself aggrieved by some action of the Local Union or one of its representatives she/he must initiate her/his complaint or appeal in writing to the President of the Local Union (with a copy to the Secretary/Treasurer of the Local Union) from that action within thirty (30) days of the time she/he is aware of the action or reasonably should have been aware.

#### Article XIX Strikes & Strike Committee

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

#### OBLIGATION OF LOCAL UNION OFFICERS

I, \_\_\_\_\_, do solemnly affirm to faithfully execute the office to which I have been elected, and will, to the best of my ability preserve, protect and defend the Constitution of Unifor the Union, and upon completion of my term of office, deliver to my successor all Union books, papers and property that may be in my possession.