



# BY LAWS

**UNIFOR**

**LOCAL 584**

AS AMENDED MAY 2017.

P.O. Box 2126

BRAMALEA ONTARIO

L6T 3S3

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**BY LAWS COMMITTEE**

Arvin Gangwar

Geoff Riddle

Chris Brookbanks

Pat Riley

**UNIFOR LOCAL 585 BY LAWS**

**Article 1: NAME**

This organization shall be known as Unifor Union of Canada, Local 584.

**Article 2: OBJECTS**

The objects of this organization shall be the banding together of all workers of Local 584, to establish wages in accordance with the hours of labour, to create better working conditions, to protect our right to bargain collectively with our employers at all times, and to promote a better and clearer understanding between employers and employees at all times.

**Article 3: OATH OF OFFICE**

The installation ceremony may be performed by the Retiring President, Acting President, or any National Representative.

“Give attention while I read to you the obligation”

Do you pledge on your honour to perform the duties of your respective offices as required by the Constitution of the Union; to bear true and faithful allegiance to the Constitution of Unifor, to the best of your 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 members are respected; to advance and build the membership of our Union; to deliver all books, papers, and other property of the Union that may be in your possession at the end of your term to your successor in office, and at all times conduct yourself as becomes a member of this Union?”

Officers respond, “I do”

The Installing Officer then says :

Your duties are defined in the laws of the Unifor, Union of Canada, and in your obligation; should any emergency arise not provided for in these, you are expected to act according to the dictates of common sense, guided by an earnest desire to advance the best interest of the 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.

“You will now assume your respective offices”

**Article 4: DUES**

Initiation fees and dues shall be in conformity with the Constitution of the National Union, but in no event shall the dues be less than the sum of two (2) hours and twenty minutes at straight time per member per month.

**Article 5: OFFICERS**

*Section 1:*

The Local Union shall have the following executive officers: President, Vice-President, Recording Secretary, Financial Secretary, Three (3) Trustees, Sergeant-at-Arms, Guide, and Retiree's Chairperson.

*Section 2:*

These Executive Officers shall be elected and serve for the period as outlined in Article 15, Section b) paragraph 4 of the Constitution of the National Union.

*Section 3:*

Nominations for Local Union Officers shall take place at the regular membership meeting in April. Elections to be held in May, and installations of the newly elected officers shall be at the June meeting.

*Section 4:*

The Executive Board shall be composed of the Executive Officers of the Local Union. The Executive board shall also include the Plant Chairperson/ designate, who shall have voice and vote in all matters.

*Section 5:*

The Executive Board shall represent the Local Union between membership meetings.

*Section 6:*

A quorum of the Executive Board shall consist of six or more of the Executive Officers.

*Section 7:*

In the event the office of the President becomes vacant, the Vice-President shall assume that office for the balance of the term. In the event any of the other offices becomes vacant the membership shall be duly notified at least 7 days in advance of the time and place of nominations. A notice containing both time and place of elections and time and place of possible run off election shall be given at least 15 days in advance of the elections as per Article 15, Section b) paragraph 5 of the National Constitution.

*Section 8:*

The President shall represent the Local Union between Executive Meetings.

*Section 9:*

No member shall hold or accept nomination for more than one Executive Board position.

*Section 10:*

Executive meetings shall be held on the 2nd Sunday of each month at 8:15 a.m. unless otherwise determined by a vote at the preceding Executive Meeting.

**Article 6: LOCAL UNION COMMITTEES**

*Section 1:*

The following shall be the standing committees of the Local Union: Constitution and By-Laws, Education, Environment, Recreation, Community Services, Human Rights, Union and Politics Committee, Women's Committee, In-Plant/ Negotiating Committee, and such other committees as they deem necessary, such as Retired members Committee and all committees shall be elected or appointed, subject to the discretion of the Local Union, for a period of three years.

*Section 2:*

The duties of the Constitution and By-Laws committee shall be as follows:

- (a) To study the Constitution of the National Union and these By-Laws, and to formulate and recommend changes or amendments to the By-Laws.
- (b) To make reports to the Executive Board on proposed changes of the By-Laws and recommend there on.
- (c) To formulate proposed By-Laws when directed to do so by the Local Union.
- (d) To make a study of the Constitution of the National Union to ascertain whether or not any changes are desirable and to formulate the recommendations into resolutions to be submitted to the National Convention after such resolutions are approved by the general membership of the Local. The committee shall meet in a regular session at least twice a year. Special meetings may be called when requested by the Executive Board or the General Membership.

The Constitution and By Laws Committee shall be composed of the following: Vice President, Financial Secretary, and two elected members.

*Section 3:*

The duties of the Education Committee shall be as follows:

- (a) To promote education and cultural activities of the Local Union.
- (b) In order to carry out and promote the educational and cultural activities of the Local Union, to purchase literature, pamphlets, books, newspapers, leaflets, etc.
- (c) To arrange and have charge of all classes for the membership, which must include the teachings of the principles of Unionism, the history and objectives of the labour movement, parliamentary law, classes for committeepersons, and such other classes as it may deem

necessary to carry out the general policy of education of the National Union.

- (d) To set up a library with ample facilities for the use of the membership.
- (e) To co-operate with the Strike Committee while a strike is in progress.
- (f) To provide for acquainting the entire membership with the principles outlined in the objects and preamble of the National Constitution.
- (g) To furnish, upon request of the Local Union, speakers, literature, teachers and motion pictures.
- (h) To hold regular meetings at least once a month. Special meetings may be called by the Chairperson and must be called when requested by the majority of the committee or when ordered by the Local Union Executive Board.

*Section 4:*

The duties of the Community Services Committee shall be as follows:

- (a) To visit all members who are sick or in distress.
- (b) To assist the unemployed members of the Local Union, to obtain relief, raise money for this purpose and otherwise assist the members of the Local Union in times of need in every way possible.
- (c) To supervise and investigate all cases of sickness and distress among the members of the Local Union, and shall report and make recommendations to the Executive Board with respect to financial assistance required by the member in need.
- (d) In case of the death of it's members or any member of the member's immediate family, to ascertain whether or not proper burial has been provided and, where funds for the burial are required to report the facts to the Executive Board of the Local Union for such assistance as the Local Union may within it's means provide.
- (e) The Community and Social Services Chairperson or Designate shall attend when possible, funerals of members and their immediate family.

*Section 5:*

The duties of the Union and Politics Committee shall be as follows:

- (a) To keep the Local Union informed through reports to membership meetings, of all federal, provincial, and local issues affecting the welfare of the workers.
- (b) To organize and conduct campaigning, delegations, community meetings and other forms of influence on behalf of measures important to labour.
- (c) To co-operate with the National CLC, UPC's of the province and local Industrial Union Councils in labour ward organizations, in registration drives, in endorsing candidates and conducting election campaigns.
- (d) To see that all members participate in all local, provincial and federal elections, through registration and balloting and if necessary to appoint sub committees to achieve this end.
- (e) To see that all literature, pamphlets, placards, and other political material issued by the National Union, and the Local

Union, are properly and effectively distributed among the membership and others.

*Section 6:*

The duties of the Human Rights Committee shall be as follows:

- 1: To carry out, on the Local Union level, the program of the National Unifor Human Rights Department by:
  - (a) Investigating and taking effective action, through proper Local Union channels, on all complaints to the Local Union of alleged violation of the National Union policy of no discrimination.
  - (b) Promoting fair employment practices and endeavoring to eliminate discrimination affecting the welfare of the members of the Local Union, the Labour Movement, and the Nation.
  - (c) Co-operating with and actively assisting the Education Committee in planning and executing all educational activities and programs designed to dissipate racial, religious and nationality prejudice.
  - (d) Representing the Local Union in all union approved community, provincial or national efforts to eliminate unfair and undemocratic treatment of any so called minority group.
- 2: Devising ways and means to effectuate, on the Local Union level, the policy of the National Union prohibiting discrimination against any member because of his race, creed, colour, national origin or political affiliation.

- 3: Reporting at each general membership meeting on the progress made by the Local Union in fostering fair practices in union activities in the plant and the community.

*Section 7:*

The duties of the Recreation Committee shall be as follows:

- (a) To promote recreational and sporting activities of the Local Union.
- (b) To hold regular meetings at least once per month.
- (c) The committee shall be responsible for the care and upkeep of all equipment entrusted to it.

*Section 8:*

The duties of the Plant Committee shall be as follows:

- (a) To become completely familiar with all of the provisions of the collective bargaining agreement and to thoroughly investigate all grievances.
- (b) To become completely familiar with the grievance procedure.
- (c) To receive complaints and grievances and to conduct negotiations in accordance with the grievance procedure and the Constitution of the National Union.
- (d) To carry out all the duties as prescribed by the National Union, the Local Union By-Laws and to abide by the decisions of the general membership and the Local Union Executive Board .
- (e) To turn over all papers, documents, or other union

property at the conclusion of his/her term of office to the Local Union or to his/her successor in office.

*Section 9:*

The President and In Plant Chairperson shall be considered automatic delegates to all the Unifor Councils. Both, may attend as observers or special delegates unless otherwise elected.

*Section 10:*

The President and the Plant Chairperson or their alternates shall attend all meetings and/or sub committee meetings of the Canadian National Ford Bargaining Council, when scheduled by the President of the Ford Council.

**Article 7: LOCAL UNION ELECTIONS & BI-ELECTIONS**

*Section 1:*

The Election Committee shall be elected for a period of 3 years. Such elections shall be held at the regular January membership meeting.

*Section 2:*

Elections of Executive Officers, In-Plant Committee, Unifor Council Delegates and Standing Committee Chairpersons shall be by secret ballot under the supervision of the Election Committee.

*Section 3a:*

Candidates for an Executive Office or any other position to which only one member may be elected must receive a majority of the votes cast for that office to be declared elected. In the event that more than 2 candidates are nominated for any one office and no candidate receives a majority of the votes cast, a "run off" election will be held between the 2 candidates receiving the greatest number of votes.

*Section 3b:*

No member shall hold or accept nomination for more than one position that involves negotiated company paid time. This does not include appointed positions.

*Section 4:*

Nominations for Plant Chairperson, Committeepersons, and all other standing Committee Chairpersons shall take place at the regular membership meeting in April. Elections to be held in May and shall assume office the first Monday following the Union Meeting in June. All such elections shall be held on a regular weekday either at the BPDC or a location of close proximity, and shall be held for 3 yrs term.

4(A)

All Vacant positions resulting in this election shall be appointed by the President with Executive approval.

Elections for alternate committeepersons shall take place every 3 years and shall be conducted on a separate ballot during the Executive Elections.

*Section 5:*

The Unifor Council Delegates shall be nominated at the regular membership meeting in April. Election held in May and shall assume office the first Monday following the Union meeting in June. The term of office shall be 3 years.

*Section 6a:*

No member shall be eligible for election to any elective position in the Local Union, **Except the position of Delegate (s)**, until he/she has been in continuous good standing in the Local Union for 1 year prior to nominations.

*Section 6b:*

Preferential Hires and transfers who have been members in good standing for more than one year in their previous Unifor locals, are also considered to be members in good standing with Unifor Local 584, as the carry over their seniority privileges.

*Section 7:*

Elections:

The membership shall be notified that an advanced poll will be available and the rules governing the advance poll and the time, date, and place of the advance poll.

The following rules will apply to the holding of an advance poll:

- (a) An advance poll will be available to only those members who will not have access to the regular election poll. This will only include those members who by reason of vacation, jury duty, bereavement, leave of absence ( to include parental/maternity leave), union business, WSIB, or sickness will not have access to the regular election poll.

*Section 8a:*

The Election Committee of local 584 will be responsible for notifying all retirees, and any other members that are not attending work (S&A, Paternal, W.S.I.B., Union Business, Company Business) during the Triennial General Election period, with the expenses paid for by Local 584.

*Section 8b*

The Election Committee of Local 584 will mail out an election pamphlet to all that qualify for Article 7 Section 8a

after nominations close. Each candidate will have the opportunity to submit before a preset deadline, their campaign material to the Election Committee for inclusion. The size of the articles will be preset by the Election Committee, with the expenses being paid for by the Local.

#### Section 9 (A)

If an elected position becomes vacant within the 3 year term, a bi-election will take place at the General Membership meetings, excluding the full time positions.

The Bi-election for the full time positions: President (see article 5; sec 7), Chairperson, Committee persons shift #2 and #3, H & S Rep, Benefit Rep will be held on a regular week day either at the BPDC or a location of Close proximity.

#### Section 9(b)

All vacancies of positions with less than 1 year remaining may be appointed by the president with Executive Approval.

### Article 8: LOCAL UNION MEETINGS

#### Section 1a:

General membership meetings shall be held on the 2nd Sunday of each month at 10:00 a.m. unless otherwise determined by a vote at the preceding membership meeting.

#### Section 1b

General Membership meeting shall not be held in the months of July, August and December.

#### Section 2:

15 members shall constitute a quorum for a general membership meeting.

#### Section 3:

In the event that a quorum is not present within 15 minutes after the scheduled time for beginning a membership meeting, the chair of the meeting shall declare all business referred to the Executive Board.

#### Section 4:

Admission to the membership meeting shall be by membership cards only, unless vouched for by a member in good standing.

#### Section 5:

All questions of procedure shall be decided by Bourinot's Rules of Order.

#### Section 6:

The President shall have the authority to cancel and reschedule meetings when emergency situations are

encountered.

### Article 9: EXPENDITURES FROM THE LOCAL UNION TREASURY

#### Section 1:

Any expenditure or appeals for funds in excess of \$150.00 shall be submitted to the Executive Board for their consideration and recommendation and then presented to membership for a vote.

#### Section 2:

In a situation where a Union Representative is required to conduct union business prior to membership approval, the Executive Board or President shall be empowered to authorize expenditures for union business subject to Article 13, Local Union By-Laws and Presidents report to subsequent membership meeting.

### ARTICLE 10: LOST TIME AND EXPENSES

#### Section 1:

(a) Any member who is duly authorized to represent the Local Union at any convention, conference etc., or do any other union business shall be compensated for and to the extent of the hourly rate not to exceed 8 hours in any one day at a maximum of 40 hours in one week.

(b) Any member who is authorized to participate in negotiating a collective agreement, may claim a maximum of 8 hours overtime in any one week at the applicable rate if an overtime opportunity occurs.

#### Section 2:

When overnight accommodations are required an expense equal to the amount of single room accommodation, telephone and parking shall be paid. The above must be substantiated with voucher form 225-86ba, "lost time and expense voucher", accompanied with valid receipts.

#### Section 3:

"When a member attends authorized Union Business and travel occurs"

(a) A per diem of \$40.00 plus parking will be paid for a full day, \$20.00 for a half day plus parking

(b) Per diem expenses shall be \$80.00 per day when a member is on authorized union business and overnight expenses occur.

(c) Per diem expenses shall be \$90.00 per day when negotiating a collective agreement and overnight expenses occur.

(d) The Election Committee while conducting elections on company property shall receive expenses as per Article 10 Section 3(a).

(e) Where room and board are paid a per diem of \$20.00 shall be paid.

(f) Where the delegate is authorized to attend union business

in the United States, the delegate shall be paid in American currency.

(g) A member attending the UNIFOR Family Education Program will be considered on “authorized Union Business” and will be paid under Article 10 Section 3 f and Article 10 Section 4. A member attending the Unifor Family Education Program will not be paid any Lost Time Wages under Article 10 Section 1.

*Section 4:*

- (a) Transportation cost will be paid at 0.48cents per kilometer. The distance paid will be the actual distance travelled or the distance from the workplace to the destination, whichever is less.
- (b) Toll charges will not be reimbursed by the local

*Section 5: Travel Time*

3 hours travel time shall be paid at the regular base rate plus COLA for travel time between 120 km and 190 km. Travel time shall be 4 hours at the regular base rate plus COLA for travel over 190 km.

In the event a representative is on union business in Toronto for two or more consecutive days, overnight expenses shall be paid.

In the event a representative is on union business, at a distance of 120 km or more, overnight expenses shall be paid, if meetings are scheduled before 12 noon.

*Section 6:*

Any member wishing to attend any conference or seminar must submit an estimate of total expenses, including lost time, to the President.

**ARTICLE 11: MISCELLANEOUS**

*Section 1:*

All members holding an elected or appointed position in this Local Union are required to attend:

- (a) 2 out of 3 consecutive membership meetings, unless excused by the Local Union Executive Board. The Executive Board will excuse members attendance for the following reasons: Union Business, Vacation, S&A, WSIB and Bereavement.
- (b) 2 out of 3 consecutive meetings other than membership meetings expected of their respective office or position unless officially excused for the cause by the President.
- (c) Failure of any official to comply with the above attendance rules shall result in automatic removal from their respective office or position and they shall not be permitted to run for any elective or appointed office for the balance of the term of office from which they were removed.
- (d) Any elected or appointed officer may be recalled if first a petition listing the specific complaints against the representative is signed by at least 33% of the total membership and secondly, not less than 2/3 's of the membership present at a recall meeting elect to have the officer removed, with due notification of such meeting being

given to all members.

(e) A quorum for a recall meeting must be at least 33% of the total membership.

(f) Any affected member may appeal to the next general membership meeting for non implementation of Article 11 Section 1 a, b and ask to be reinstated due to extenuating circumstances. When reinstatement consideration comes to membership vote, it shall be done by closed ballot at that general membership meeting.

*Section 2:*

A simple majority of any committee shall constitute a quorum.

Section 3.

(a) The Financial Secretary shall receive a maximum of 8 hours lost time per month to conduct the business of his/her office. However there will be occasions when he/she will require additional time with the approval of the President.

(b) The Recording Secretary shall receive a maximum of 8 hours lost time per month when required to conduct the business of his/her office.

(c) The president shall receive the sum of \$750.00 for out of pocket expenses per annum. It shall be paid in monthly allotments.

*Section 4:*

Financial officers of the Local Union shall be bonded in conformity with the National Constitution.

*Section 5:*

A list of all members in good standing shall be maintained by the Financial Secretary.

*Section 6:*

Local 584 Membership will include all member's active and not active, mailing, telephone and e mail information. The membership list cannot be used during the Triennial Election Period. The membership list can only be used by the election Committee for use with Article 7 Section 8.

Section 7:

Any and all receipts to be submitted to the Unifor Local 584 Social Justice Fund for reimbursements shall require prior approval of the membership, by motion, at a General Membership Meeting.

*Section 8:*

The Following Officers shall be paid \$40.00 monthly allowance to offset phone expenditures on their respective personal phones

- PRESIDENT
- PLANT CHAIR
- HEALTH & SAFETY REP
- EFAP REP

**Section 9:**

All Sanctioned Local 584 events are subject to Trustee Audits for Financial Review and Transparency. This can be done along with the Quarterly audits.

**ARTICLE 12: MEMBERSHIP**

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 each 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 and personalities 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 Unions 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, shall be considered conduct unbecoming a union member.

**ARTICLE 13: POWERS OF ADMINISTRATION**

- (a) 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 and By-Laws.
- (b) 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 requires prompt and decisive action, subject to subsequent membership approval, but the Executive Board may not take action affecting the vital interests of the Local Union without prior membership approval or authorization.
- (c) Between meetings of the Executive Board, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted to the Executive Board subject to subsequent approval of the Executive Board.

**ARTICLE 14: APPROVAL AND AMENDMENTS***Section 1:*

These by-Laws and all amendments thereto shall be submitted to the National Executive board for approval.

*Section 2:*

These By-Laws shall be amended, altered, or revised only in conformity with the following procedures:

(a) A resolution or motion in writing, calling for amendment, alteration or revision, shall be presented and read to a regular membership meeting. It must be seconded by a member other than the mover.

(b) The resolution or motion shall then be referred to the By-Laws Committee and shall be read out at the next general membership meeting, together with the recommendation of the Committee.

(c) A vote shall then be taken on the recommendation of the By-Laws Committee and it shall require a 2/3 vote of those voting for adoption.

*Section 3:*

The By-Laws of the Local Union shall at all times be subordinate and subject to the provisions of the Constitution of the National Union as it now exists or may from time to time be altered hereafter or amended and in the event of any conflict, the Constitution of the National Union shall govern.

**ARTICLE 15: COMMUNITY SERVICES FUND***Section 1:*

In the case of a death a tribute of up to \$75.00, plus costs shall be given to the following;

- Active member, his or her spouse/partner.
- Active member's children, parents, sister or brother.
- Active member's current spouse/partner's parents.
- Retiree or retiree's spouse.
- Active Member's Grandchild

*Section 2:*

A member who retires on pension shall receive a gift of Choice with Engraving, if applicable, from the book provided by the Benefit Office: Level 1-5.

*Section 3:*

A member who is off work due to his/her illness or injury, for a period of 1 month or more, and does not receive Sickness and Accident benefits for his /her first week off, shall receive a cheque in the amount of \$300.00, or a daily rate of \$60.00, five working days per week, to compensate losing up to one weeks pay, only 1 cheque in any 12 months.

*Section 4:*

All monies spent from this fund shall be covered by a receipt or voucher.

*Section 5:*

In the case of a strike this fund shall be frozen except Article 1.

*Section 6:*

All other expenditures shall require a 2/3 majority vote.

*Section 7:*

The Committee shall consist of a Chairperson (elected) plus if required 2 members at large.

*Section 8:*

A member who has been off work for over 10 working days due to illness or injury shall be sent a get well not to exceed \$50.00 plus cost. One in any 12 month period.

*Section 10:*

Each member shall contribute \$2.50 per month to the community services fund, in addition to their regular monthly dues as provided for in Art. 4: Local Union By-laws.

*Section 11:*

Any member who is off work and is receiving either Sickness and Accident or W.S.I.B. benefits at Christmas will receive a \$50.00 grocery voucher.

*Section 12:*

This fund shall be reviewed yearly by the By-Laws Committee and Fund Chairperson.  
(November)

**NOTES**