



UNIFOR

Local111

Local Bylaws

Adopted February 23, 2023

Local 111 General Meeting, New Westminster

Approved by the Unifor NEB - July 27, 2023

THE UNIFOR NATIONAL CONSTITUTION IS THE HIGHEST AUTHORITY GOVERNING THE NATIONAL UNION, ITS LOCAL UNIONS, SUBORDINATE BODIES AND PEOPLE ELECTED OR APPOINTED TO ANY OFFICE OF THE UNION. The Bylaws of this chartered Local Union shall not be inconsistent with any of the provisions of the Constitution of Unifor and shall contain the following provisions.

Article 1 NAME

1.01 This Local Union shall be known as Unifor Local 111.

1.02 The office of Unifor Local 111 shall be at the Unifor Western Regional Office, 2nd floor, 326 – 12th Street, New Westminster, British Columbia, V3M 4H6.

Article 2 CONSTITUTION AND BYLAWS

2.01 The Constitution of Local 111 shall be the Constitution of the National Union, and these Bylaws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof. As the Unifor National Constitution now exists or may from time-to-time hereafter be altered or amended and, in the event of any conflict, the Unifor National Constitution shall govern.

2.02 Local 111 Bylaws and any future changes become law when approved by the Local 111 Membership. These Bylaws shall require the formal approval of the Unifor National Executive Board.

Article 3 FISCAL YEAR

The fiscal year of Local 111 shall begin on January 1 and end on December 31 of the same year.

Article 4 OBJECTIVES

4.01 To provide a democratic form of government within Local 111 based on the principal of the rank-and-file members being the highest body, subject to the provision of the Unifor National Constitution and these Bylaws. Allowing freedom of speech and vote to all members regardless of race, color, creed, gender, sexual orientation or any other provisions of the Human Rights Code. Every member must receive equal treatment under the Unifor National Constitution.

4.02 To protect the interests of our members, endeavour to maintain what we have gained, improve working conditions, and to create a uniform system of shorter hours and higher wages.

4.03 Work to end occupational injury and disease and improve conditions to create a healthy workplace.

4.04 To defend the right of worker representation in negotiations and the right of rank-and-file members to ratify all agreements with the Employer.

4.05 To promote the rights of workers in Canada. To promote the right to belong to labour organizations which are not influenced or dominated by any element foreign to, or not in the best interests of, the people of Canada.

4.06 To represent, at all levels of government and within their communities the interests of our members. To take action in support of pro-labour legislation, take action against anti- labour legislation and to encourage individual members of Local 111 to do likewise. Any monetary funds that Local 111 contributes to any political party or candidate must follow the Unifor National Union guidelines and the Federal and Provincial laws.

4.07 To honour any legitimate picket line.

4.08 To bring about improvements in the wages and working conditions of the membership including the right to equal pay for work of equal value.

Article 5 JURISDICTIONS

5.01 Local 111 shall include but not be limited to: Jurisdiction over workers engaged in transportation and/or general workers in this field.

5.02 Local 111 shall not be combined with any other local unless such a request is made by the majority of members of all locals involved.

Article 6 MEMBERSHIP

6.01 Local 111 shall be composed of workers eligible for membership in Unifor over whom Local 111 has jurisdiction. No person shall be eligible for membership or continued membership if they have the right to hire and/or fire within any operation for which Local 111 is, or may become, the bargaining agent. There shall be no discrimination in admitting any person into membership which violates the provisions of the Human Rights Code.

6.02 Each member in good standing of Local 111 has the right to nominate and vote, express opinions on all subjects before the Local, to attend all General Membership Meetings, and express views, arguments and opinions on all matters and business, including candidates for office, before the meeting. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Unifor National Constitution, these Bylaws and other official rules of Local 111.

6.03 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 Local 111 and/or the Unifor National Union as organizations, or their free democratic heritage, or which would interfere with the performance by this Local and/or the National Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of Local 111 as an affiliate of the Unifor National Union.

6.04 Each member of Local 111 is bound, in the spirit of solidarity, to uphold, protect, and respect the rights of every other member. No member shall knowingly or willfully subject any other member to a disproportionate amount of workload. No member shall by their unfair representations or biased reporting cause any member to be disciplined by the Employer.

6.05 Any work-related dispute between two or more members which cannot be resolved by the members concerned shall be directed to the Union through their Property Representatives. Under no

circumstances shall disputes between members be reported to the Employer unless there is alleged harassment involved.

6.06 Each person signing an application for membership and paying the initiation fee prescribed by Local 111 shall thereby pledge to comply with the objectives, bylaws and policies of Local 111 and Unifor National Union.

6.07 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. Any member of this Local can **may** file charges pursuant to Article 18C **of the Constitution** should it be required.

Article 7 MEETINGS

Preamble

All meetings shall be governed by Bourinot's Rules of Order in accordance with the Unifor National Union. The Chair shall remind all members present of the Unifor Harassment Policy. A minimum of fourteen (14) days posted notice is required to hold a General Membership and/or Property Meeting.

ATTENDANCE RULES FOR ALL ELECTED MEMBERS

7.01 It is mandatory to attend two (2) out of four (4) consecutive General Membership Meetings unless excused for cause by the Local 111 President or his/her designate.

7.02 It is mandatory to attend two (2) out of four (4) consecutive meetings, (Property Meetings, etc.) other than General Membership Meetings, unless officially excused for cause by the Committee Chairperson.

7.03 Failure of any elected official to comply with the above attendance rules may result in a 30-day suspension of their elected duties. Members will receive advanced warning of a pending suspension. A member can appeal the suspension to the Executive Board or through Article 18 of the Unifor National Constitution.

GENERAL MEMBERSHIP MEETINGS

IMPORTANT - NO RELIGIOUS MATTER SHALL BE DISCUSSED UNDER ANY PRETEXT WHATSOEVER.

7.11 There will be monthly General Membership Meetings morning and evening except in July, August, and December, unless emergency conditions dictate otherwise.

7.12 General Membership Meetings shall be set by the Recording Secretary in consultation with the other Table Officers.

7.13 At a General Membership Meeting twenty-five (25) members present shall constitute a quorum. The Chair must allow a fifteen (15) minute grace period to achieve a quorum. If a quorum is not achieved, then an information meeting will be held. The Recording Secretary is required to make a record of the proceedings.

7.14 Posting Notices of Motion

(a) A written submission must be delivered to the Union Office before the posting deadline for the General Membership Meeting (E-mails and faxes are okay)

(b) The name(s), seniority number(s) and the signature(s) of the mover(s) must appear on the submission.

(c) All submissions are subject to modifications for brevity and clarity, and subject to the mover's approval, not changing the intent of the motion.

(d) Motions must be posted with the name(s) of the member(s) submitting the notice at all Properties for at least fourteen (14) days prior to the following General Membership Meeting.

7.15 If a Notice of Motion(s) is present at two (2) consecutive monthly General Membership Meetings where no quorum is achieved then for continuity purposes the Executive Board shall decide the issue(s). The only exceptions being June and November, where if no quorum is achieved the Executive Board shall decide the issue(s) at its next meeting.

7.16 Any motions dealt with under Article 7.15 of these Bylaws must be reported at the next General Membership Meeting.

Minutes

7.17

a) General Membership Meeting Minutes

The minutes of the previous General Meeting shall be included with the notice of the next General Membership Meeting, for ease of reference by members in approving the minutes

b) Executive Board Meeting Minutes

The Executive Board must post (online and/or in depot and/or email or otherwise distribute) the minutes of all Executive Board Meeting minutes to the Membership within two (2) weeks of the approval of the minutes.

SPECIAL/EMERGENCY MEETINGS

7.21 A minimum of seven (7) days posted notice is required to hold a Special/Emergency Meeting.

7.22 At a Special/Emergency Meeting twenty-five (25) members present shall constitute a quorum. The Chair must allow a fifteen (15) minute grace period to achieve a quorum.

7.23 No business shall be transacted at a Special/Emergency Meeting except that for which the meeting has been called.

PROPERTY MEETINGS

7.31 The Property Representative shall be responsible for holding at least one (1) Property Meeting per month. No business pertaining to the whole Local shall be voted on at the Property Meeting. Local 111 business shall only be voted on at General Membership Meetings.

7.32 The Property Representative shall be the presiding officer at their Property Meeting. The Chief Job Steward of said Property shall preside in the absence of the Property Representative.

7.33 At Property Meetings ten (10) members present shall constitute a quorum. The Chair must allow a fifteen (15) minute grace period to achieve a quorum.

RULES OF ORDER

7.41 The President or in their absence, either Vice President or the Financial Secretary, shall take the chair at the hour specified in these Bylaws for the General Membership Meeting or a Special/Emergency Meeting. In the absence of said officials, a chairperson pro tem shall be chosen by the Local Union.

7.42 The President shall be privileged to debate upon all subjects by calling either Vice President or any member to the Chair.

7.43 No motion to amend the minutes shall be admissible, unless some error of fact is contained therein.

7.44 Members may first speak on a question and, without exception, must wait until all first speakers have concluded, then they may speak again – except the mover who may respond.

7.45 A majority vote shall decide all questions.

7.46 No amendment to a motion under consideration shall be admitted without the permission of the member who has the claim of legal right to said motion.

7.47 The vote shall be expressed by a show of hands, affirmative and/or negative as taken by the Sergeant-at-Arms/Guide.

7.51 CHALLENGING THE CHAIR

Any challenge to the Chair must be supported by at least one other member.

- (a) The Chair steps aside.
- (b) The former Chair speaks on the issue first.
- (c) The Challenger speaks on the issue second.
- (d) The former Chair responds to Challenger on the issue.
- (e) Simple majority vote of the members shall decide the issue.

7.61 When a motion has been carried, any member voting with the majority may move for reconsideration thereof, but no discussion of the main question shall be allowed.

Article 8 POWERS OF ADMINISTRATION

8.01 The Membership is the highest authority of Local 111 and shall be empowered to take or direct any action consistent with the Unifor National Constitution or Local 111 Bylaws.

8.02 Between General Membership and Executive Board Meetings, the elected Table Officers shall

exercise general administrative authority, (defined as managing the everyday representation of the membership) and shall be empowered to act on the behalf of Local 111 as per Article 9.08 of these Bylaws. (See Article 18 Section 31 of these Bylaws for emergency expenditures)

8.03 Any decisions reached through Section 8.02 of these Bylaws must be reported to the next Executive Board and General Membership Meetings.

Article 9 LOCAL UNION OFFICERS

9.01 The Executive Board shall consist of:

(a) Table Officers

President	Table Officer (min. 37.5 hrs/week)
1 st Vice President	Table Officer (min. 37.5 hrs/week)
2 nd Vice President	Table Officer (min. 37.5 hrs/week)
Financial Secretary	Table Officer (min. 37.5 hrs/week)
Recording Secretary	Table Officer (max of eight (8) days per month, plus one (1) day each for the Executive and General Membership Meetings, except July, August and December, unless otherwise approved by another Executive Officer)
CTS Officer	Table Officer (max of 10 days per month, except one (1) day per month to attend the meeting of the Executive Board, unless otherwise approved by another Table Officer)

(b) Members at Large

Property Rep – BTC	Property Rep – STC
Property Rep – HTC	Property Rep – VTC
Property Rep – PCTC	Chief Job Steward – VTC
Property Rep – RTC	

9.02 All acclaimed, appointed, and elected members of Local 111 shall endeavour to conduct themselves, in the best interests of the Membership. They shall be sworn to uphold the Unifor National Constitution and Local 111 Bylaws. Due to the position(s) of trust that they hold within the local they are expected to be held to a higher standard with respect to their dealings on behalf of the Membership.

9.03 Any elected Local 111 Officer accepting an acting or permanent position into management or another union jurisdiction shall forfeit any position or office held in Local 111.

9.04 All Local 111 Officers shall be elected by the Membership for a term of three (3) years.

9.05 No member is eligible for **any** election as a ~~Table Officer~~ **within the Local** until they have been a member in continuous good standing in Local 111 for **at least** one (1) year immediately prior to the nomination.

9.06 The 1st Vice President shall assume the position of President in the event of a vacancy in that

office. In the event the President is off, the 1st Vice President shall fill in the role of President. The 2nd Vice President shall fill-in the role of 1st Vice President. A Property Rep (chosen by Table Officers on rotation basis) shall fill in the role of 2nd Vice President. In the event the 1st Vice President is off, the 2nd Vice President shall fill in the role of 1st Vice President. A Property Rep (chosen by Table Officers on rotation basis) shall fill in the role of 2nd Vice President. In the event the 2nd Vice President is off, a Property Rep (chosen by Table Officers on rotation basis) shall fill in the role of 2nd Vice President.

9.07 No agreement shall be entered into by any Local 111 Officer(s) or Representative(s) which permanently changes any terms of the existing labour agreement or established working practices, unless approval has been granted by the members of the unit concerned to be posted and voted on at a unit meeting. (All meeting rules in Article 7 of these Bylaws apply.)

9.08 The Table Officers of Local 111 shall be jointly responsible for the day-to-day management of the Local between General Membership Meetings. Full reports shall be made to each Executive Board Meeting and General Membership Meetings. All Table Officers of Local 111 shall be charged with the responsibility of carrying out policy and decisions of the Local and of the Executive Board and shall uphold the Unifor National Constitution and Local 111 Bylaws.

9.09 All vacancies within the Executive Board (President excluded) must be filled promptly by an election as per the Mid Term Vacancy Policy in Article 16 Sections 51 and 52 of these Bylaws.

9.10 Newly elected Table Officers will be booked off and will meet at the Local 111 Union Office for five (5) working days between their election and the start of their term of office. The Recording Secretary will come in for 2 days. The newly elected President will accompany the current Officers to any meetings concerning Local 111 business.

9.11 The Table Officers shall call an Orientation Meeting of all Property Representatives, Chief Job Stewards, Spareboard Representatives, Sign-up Representatives, Health/Safety Representatives and Sheet/Service Review Representatives by September 30 immediately following the Elections. These elected members are required to attend this meeting. The agenda shall include but not be limited to; an overview of the Union structure, chain of command, and guiding principles of our Union, reinforcing the need to know the Unifor National Constitution and Local 111 Bylaws.

9.12 Local 111 Executive Board

Preamble

The Executive Board shall hold meetings monthly or at the call of the President or majority of the members thereof. Any Special/Emergency Executive Board meeting shall be called by a simple majority of Executive Board members through a Table Officer. A written record of the affirmative/negative votes shall be brought to that meeting. The quorum of the Executive Board meetings shall be a simple majority. Executive Board Officers may be recalled as per Article 15, Section B Paragraph 10 inclusive of the Unifor National Constitution.

President

The President chairs meetings, enforces the Unifor National Constitution, and appoints committees, signs requisitions and cheques. The President shall be the ex-officio member of all committees with the exception of the Election Committee. Has voice and vote.

Vice Presidents

The Vice Presidents help the President and assume the duties of the President if they are temporarily absent. Have voice and vote.

Financial Secretary

The Financial Secretary takes in all money, issues receipts, and signs cheques. All other duties are as outlined in Article 15, Section C, Paragraph 16 of the Unifor Constitution. Has voice and vote.

Recording Secretary

The Recording Secretary keeps the minutes of the General, Executive and Special/Emergency meetings. They handle and keep correspondence, and bring matters to the Membership. They shall prepare the agendas for the monthly Executive Board and General Membership Meetings. Has voice and vote.

CTS Officer

The CTS (Community Transit Shuttle) Officer will represent Community Shuttle members and ensure that issues specific to Community Shuttle and Appendix C of the Collective Agreement are addressed by the Executive Board and has voice and vote.

Property Representatives and VTC Chief Job Steward

All Property Representatives and the VTC Chief Job Steward are Members at Large of the Local 111 Executive Board with voice and vote.

Article 10 ELECTED WORKPLACE REPRESENTATIVES

Preamble

Elected Workplace Representatives on the property will include but not limited to Chief Job Stewards, Spareboard Representatives, Sign-up Representatives, Safety Representative, Sheet/Service Review Representatives and Job Stewards. They must take the oath of office as described in the National Constitution. They may be recalled by the members they represent for failing to perform the duties of office. (refer to article 17 of these bylaws.)

If an Elected Workplace Representative is temporarily absent, an Elected Alternate will assume the position. If no Elected Alternate is available, the Property Representative shall determine who will replace the member. Any elected and/or appointed member accepting an acting or permanent position into management or another union jurisdiction shall forfeit any position or office held in Local 111.

Elected workplace representatives are required to attend an orientation meeting as per article 9.11 of these Bylaws.

10.02 Property Representatives

The Property Representatives shall preside over their respective Property Meetings. They shall be ex-officio members of all Committees dealing with their respective Property business with the exception of the Election Committee. They shall represent their Property at the Executive Board Meetings. If a Property representative is also successful in being elected to the Sheet/Service Review Committee and/or the Sign Up Committee and as the Property Representative is an ex-officio member of those committees, The Property Representative's name will be excluded from the results of that position and all other candidates will move up one spot.

10.03 Chief Job Stewards

(a) The Chief Job Steward shall assume the duties and authority of the Property Representative in the Property Representative's absence and shall lend all possible assistance to the Property Representative.

(b) The Chief Job Steward at their respective Property shall attend the Executive Board Meetings in the event their Property Representative is unable to attend.

(c) The VTC Chief Job Steward shall be the second representative of said Property on the Executive Board.

10.04 Job Stewards

(a) Job Stewards shall act as advocates representing the Membership in the Collective Agreement.

(b) Job Stewards shall aid in the two-way flow of communication between Members and the Union.

(c) Job Stewards shall assist members with any work related problems.

10.05 Delegates of Local 111

Preamble

The President of this Local may attend all Unifor Council, Regular Convention, Special Convention, BC Federation of Labour, and Labour Council Meetings.

(a) Unifor-Canada Council, Regular Convention and Special Convention Delegates – These Delegates are elected for a term of three (3) years. There will be one (1) Delegate from each property (voted on by that property), plus two (2) Equity Delegates (voted on at large by the General Membership to represent equity seeking members such as Women, Workers of Colour, LGBT, etc). The number of Delegates to attend any Unifor-Council, Regular Convention, and/or Special Convention shall be determined by the Local 111 Executive Board. A list shall be compiled at election time of the Delegates in descending order by the number of votes received.

(b) Unifor BC Regional Council– These Delegates are elected for a term of three (3) years. There will be one (1) Delegate from each property (voted on by that property), plus two (2) Equity Delegates (voted on at large by the General Membership to represent equity seeking members such as Women, Workers of Colour, LGBT, etc). The number of Delegates to attend any Unifor-Council, Regular Convention, and/or Special Convention shall be determined by the Local 111 Executive Board. A list shall be compiled at election time of the Delegates in descending order by the number of votes received.

(c) BC Federation of Labour Delegates - These Delegates are elected for a term of three (3) years. There will be one (1) Delegate from each property (voted on by that property), plus two (2) Equity Delegates (voted on at large by the General Membership to represent equity seeking members such as Women, Workers of Colour, LGBT, etc). The number of Delegates to attend the

meetings shall be determined by the Local 111 Executive Board. A list shall be compiled at election time of the delegates in descending order by the number of votes received.

(d) Vancouver District Labour Council (VDLC) and New Westminster District Labour Council (NWDLC) delegates and Fraser Valley Labour Council (FVLC) Delegates will be appointed by the Local 111 Executive Board. A notice shall be posted twenty-one (21) days in advance of the appointment at all Properties.

Article 11 SERGEANT-AT-ARMS/GUIDE

Preamble

The Sergeant-at-Arms/Guide shall perform their duty as per the Unifor National Constitution.

11.01 In addition please refer to Article 9.02 of these Bylaws.

Article 12 TRUSTEES

Preamble

Trustees shall perform their duties as per the Unifor National Constitution. In addition, please refer to Article 9.02 of these Bylaws.

12.01 There shall be three (3) Trustees whose nomination, election and term of office shall be the same as other Local 111 Officers.

12.02 Duties

(a) The Trustees duties shall involve an examination of the Financial Record of the Local Union every three (3) months. A written First Quarter Report must be prepared for the May General Membership Meeting. The Second Quarter Report must be prepared for the September General Membership Meeting. The Third Quarter Report must be prepared for the November General Membership Meeting and the Fourth Quarter and Year End Report must be prepared for the February General Membership Meeting.

(b) No reasonable request from the Trustees to schedule their Audit and/or Review, of Local 111's financial records shall be refused by the Financial Secretary.

12.03 Where a Trustee position becomes vacant the position shall be filled by election as laid out in Article 16 Sections 52 and 53 of these Bylaws. In the event of a temporary absence an alternate from the current election list (descending in order), will replace the absent Trustee until the Trustee returns.

12.04 No member who has held a Table Officer position [please refer to 9.01(a)] within the six (6) months preceding the election shall be eligible to stand for election as a Trustee.

12.05 Trustee reports must be made available to the Membership prior to the General Membership Meetings at which it is presented. Local 111 is to make the report available from the date that the agenda is posted.

12.06 At the discretion of the Trustees they may hire an auditor, who shall not be an employee or

member of Local 111 and shall be a chartered or a certified general accountant. Any audit report shall be available for members' perusal within thirty (30) days of completion.

12.07 An audit may be conducted triennially to coincide with the fiscal year end and the elections at the discretion of the Trustees.

Article 13 COMMITTEES/Health and Benefit Trustee

13.01 (a) Standing Committees as per the Unifor National Constitution

- | | |
|---|---|
| (i) Community Service | (vii) Recreation |
| (ii) Constitution and Bylaws | (viii) Union in Politics |
| (iii) Education | (ix) Women |
| (iv) Environment | (x) Young Workers |
| (v) Human Rights | (xi) BIWOC (Black, Indigenous, Workers of Colour) |
| (vi) Lesbian, Gay, Bisexual, and Transgender Workers (LGBT) | (xii) Workers with Disabilities |

(b) Elected Workplace Representative

- | | |
|-----------------------------------|------------------------|
| (i) Health and Safety | (ii) Sign Up |
| (iii) Sheet/Service Review | (iv) Spareboard |

(c) Appointed Committees/Positions

- I. Accident Adjudication
- II. Violence in the Workplace (VIW)
- III. Attendance Management Program (AMP)
- IV. Mental Health Advocate Committee
- V. Care Committee
- VI. Health and Benefit Trustee
- VII. Washroom Committee
- VIII. Grievance Committee
- IX. AMP Committee
- X. Women's Advocates

13.02 Any Committees not elected shall be appointed by the **President Table Officers**, with recommendations of the **Executive Board Property Reps**.

13.03 The Local Union may decide to consolidate committees or establish additional committees.

13.04 All Committees shall perform all duties assigned to them by the Unifor National Union and this Local and such additional duties as they may be directed to perform from time to time by the Executive Board or the Membership.

13.05 Each Standing Committee shall meet regularly as required, unless otherwise authorized by a

Table Officer.

13.06 Standing Committees shall elect a Chair whose main responsibility is to liaise and report on a regular basis with the Executive Board.

13.07 The Chair of the Committee shall direct the functioning of the Committee in accordance with the Unifor National Constitution and these Bylaws.

13.08 In addition please refer to Article 9.02 of these Bylaws.

Article 14 BARGAINING COMMITTEE

14.01 (a) The Bargaining Committee shall consist of four (4) elected members from Local 111 at large. The members with the fifth and sixth highest votes in the election for the position shall be Alternates. Should there be a permanent vacancy during the term of the Bargaining Committee the next Alternate shall assume that position. (Alternates do not fill in during temporary absences). The President, by virtue of office, is an ex officio member of this committee.

(b) All Standing Committees shall be consulted by the Bargaining Committee before and during the bargaining process as required.

14.02 Remuneration

(a) All members of this Committee shall receive their current wage rates.

(b) Pre-Bargaining Meetings shall be paid at current wage rates. Actual Bargaining Meetings that exceed seven and a half (7 ½) hours shall be paid at Table Officers' rates. In the event that Bargaining sessions are lengthy or over an extended period of time, a member may apply to the Local Union Executive Board for further reimbursement. (No payment shall be made without valid receipts.) Full disclosure of rates paid for Bargaining shall be reported by the Financial Secretary at the next General Membership Meeting.

14.03 In year one (1) the Bargaining Committee shall meet within ninety (90) days of being elected to review the previous bargaining records. A second meeting shall be convened to collect and collate any data submitted for year three bargaining. In year two (2) the Bargaining Committee shall meet a minimum of quarterly to prepare a survey, collect and collate any data submitted by the membership and any other sources.

14.04 A Membership Survey for Bargaining shall be ready for the year two (2) spring sign up. The results of said survey shall be posted after Bargaining is concluded.

14.05 A one (1) day review of the Bargaining process shall take place within thirty (30) days of the ratification of the Collective Agreement. A report shall be submitted to the Executive Board.

14.06 All notes taken during the bargaining process are the property of Local 111 and must be submitted to the President within forty-eight (48) hours of the one (1) day review.

14.07 In the event that Contract negotiations carry through an election the current Bargaining Committee will remain in place until such negotiations have been completed. After which the newly elected Bargaining Committee shall assume responsibility.

14.08 In addition please refer to Article 9.02 of these Bylaws.

Article 15 ELECTION COMMITTEE

15.01

- a) The Election Committee shall consist of three (3) members in good standing. They shall be elected for a term of three (3) years.
- b) The Committee shall supervise all elections and votes held during its term except for their own election.

15.02

- a) Nominations for the Election Committee shall be held at the September General Membership Meetings after the main elections.
- b) The election for the Election Committee shall be held at the October General Membership Meetings. On the day of the October General Membership meeting from 08:30 to 21:30 at the Local 111 Union Hall in New Westminster and shall be conducted by the Sergeant at Arms.
- c) The elected members of the Election Committee shall assume office the first day of the month following the election.
- d) The Election Committee shall follow the Unifor Local 111 Elections Policies and Procedures Guidelines as adopted by the Membership at the General Meeting with two thirds (2/3) votes of Members present and voting.
- e) Any changes to the Unifor Local 111 Elections Policies and Procedures Guidelines shall require approval of two-third (2/3) votes of Members present and voting at a General Meeting

~~**15.01(a)** The Election Committee is obligated to obtain approval from the Executive Board for any lost time that might be incurred, and for any expenditure necessary for the proper conduct of the election, in the same manner and in accordance with the same procedure as any other committee of Local 111. The Executive Board is obligated to approve as much time as is necessary for the Election Committee to prepare for and conduct the election, as well as to approve expenditures which the Election Committee recommends as necessary to insure proper operation of the election machinery.~~

~~**(b)** In preparation for an election, the Election Committee is required to consult and cooperate with the Table Officers of Local 111 in establishing the procedures for the conduct of the election. However, the actual conduct of the election is entirely the responsibility of the Election Committee.~~

~~**15.02** The Committee shall supervise all elections and votes held during its term with the exception of their own election.~~

~~**15.03 (a)** Nominations for the Election Committee shall be held at the September General Membership Meetings after the main elections.~~

~~**(b)** The election for the Election Committee shall be held at the October General Membership~~

~~Meetings. On the day of the October General Membership meeting from 08:30 to 21:30 at the Local 111 Union hall in New Westminster, and shall be conducted by the Sergeant at Arms.~~

~~(c) The elected members of the Election Committee shall assume office the first day of the month following the election.~~

~~15.04 The Election Committee shall consist of three (3) members in good standing. They shall be elected for a term of three (3) years.~~

~~15.05 (a) Reasonable mileage for the Election Committee, for travel between properties, on the day of the election, with the submission of a written report.~~

~~(b) The per diem stated in Article 18 Section 61 subsection (a) of these Bylaws shall apply on the day of election for the three (3) Election Committee members and will be reimbursed with the submission of a written report.~~

~~15.06 The Election Committee shall ensure that all bulletins and posters are promptly posted at each Property.~~

~~15.07 In addition please refer to Article 9.02 of these Bylaws.~~

Article 16 ELECTIONS

Eligibility

~~16.01 Only members in good standing of Local 111 shall be eligible for election to any office, only exception shall be Table Officer positions. Please refer to Article 9.05.~~

~~16.02 No member shall hold, or stand for election to, any office based solely upon a Property to which that member does not belong. If the Member is not currently assigned to a property, they must declare the property they are running for before the close of nominations.~~

~~16.03 No member shall hold, or stand for election to, any office based solely upon the Job Classification of Community Transit Services Operator if that member is not a Community Transit Services Operator.~~

~~16.04 No member shall hold, or stand for election to, any office based solely upon the Job Classification of Community Transit Services Operator if that member has not been a Community Transit Services Operator for 12 months immediately prior to the date of the election.~~

Nominations

~~16.11 All Members are automatically nominated for all eligible offices. Eligibility defined in articles 9.05, 12.04, 16.01, 16.02, 16.03 and 16.04. Members who wish to accept nominations must indicate their intentions in writing in the manner prescribed in the Notice of Nominations.~~

~~16.12 Once a member has accepted the nomination to any position, and the nomination period is closed, their acceptance is binding and they must stand for election.~~

~~16.13 The nomination period will be a minimum of seven (7) days, with the exception of the~~

general election.

~~16.20~~ General Elections will use an electronic voting system.

Timing of Elections

~~16.21~~ The election of all Officers, elected Committee Members and Delegates shall take place on the last Wednesday in May. Polling times will be from 1200 Wednesday until 1700 the next day (Thursday) at all Properties.

~~16.22 (a)~~ Advance Poll for the General Election shall be on the Friday two (2) weeks prior an on the Monday and Tuesday one (1) week prior to the election during the hours of 0830—1600 at the Local 111 Union Hall in New Westminster.

~~16.23~~ If a runoff election is required for the Table Officers and/or Trustees it will take place two (2) weeks after the previous election from 12:00 Wednesday until 17:00 the next day (Thursday) at all properties.

~~16.24~~ Advance poll for the runoff election shall be held on Tuesday, one (1) week prior to the runoff during the hours of 0830—1600 at the Local 111 Union Hall in New Westminster.

~~16.25~~ Members elected in the General Election will take office July 1st. Any Members elected after July 1st will take office immediately following the election.

Campaigning

~~16.31~~ There shall be no distribution of campaign material on the day of election.

~~16.32~~ No candidate for office or any other person soliciting support for said candidate shall campaign or solicit within the properties and/or polling area on the day of election.

~~16.33~~ Candidates should accept responsibility for any campaign material distributed on their behalf. Campaign materials need to be removed by the candidate, or someone designated by the candidate, from all properties by 1800 hrs the day prior to any election.

~~16.34~~ The campaigning period will be a maximum of twenty one (21) days and minimum of fourteen (14) days.

~~16.35~~ A Candidate may use any electronic media including but not limited to Facebook, Twitter and Email for the purposes of campaigning. The rules outlined in 16.31 and 16.33 will apply to any type of campaigning.

Balloting

~~16.41~~ The order of names on the ballots will be randomly drawn and not be revealed until the Voting Dates.

~~16.42~~ The method of election shall be by secret ballot. Every member shall be allowed to vote for each position on their property, and all Global Positions, and has the option of going to any Property to cast their vote.

~~**16.43** Only Candidates names and the offices for which they are standing shall be printed on the ballots. The applicable Notice of Candidates and their photos shall be posted on the Union Bulletin Board at each Property. Their names and photos will remain posted during Election Days.~~

~~**16.44** A Candidate must receive fifty percent plus one (50% + 1) of votes cast to be elected to the following positions: President, First Vice President, Second Vice President, Financial Secretary, Recording Secretary, CTS Officer, or Trustees.~~

~~**16.45** The Local Union must elect three Trustees at the same time. In the election of three Trustees, the majority is determined in the following manner:~~

~~**a)** Trustees are elected simultaneously and there is no distinction between the three offices and the membership is entitled to vote for three (3) Trustees.~~

~~**b)** Where there are less than seven (7) candidates, the three (3) candidates receiving the greatest number of votes shall be declared elected.~~

~~**c)** Where there are seven (7) or more candidates, the majority point is determined by adding the total votes cast for the office of Trustee, dividing by the number of positions to be filled [which is three (3)], again dividing by two (2), which will determine the 50% mark, and then adding one (1) to determine the majority point.~~

~~**d)** In the event more than three (3) candidates receive a majority vote, the three (3) candidates with the greatest majority shall be declared elected.~~

~~**e)** Where there are seven (7) or more candidates and no candidate receive a majority, the run-off is confined to the six (6) candidates receiving the greatest number of votes.~~

~~**f)** Where there are seven (7) or more candidates and only one candidate receives a majority, the run-off is confined to the candidates who finished in second, third, fourth, and fifth positions.~~

~~**g)** Where there are seven (7) or more candidates and only two (2) candidates receive a majority, the run-off is confined to the candidates who finished in third and fourth positions.~~

~~**16.46** All Members are elected by plurality vote with the exception of those listed in section 16.44.~~

~~**16.47** When only one (1) person is nominated for a position they shall stand elected by acclamation.~~

~~**16.48** Each Candidate shall have the right to have one (1) scrutineer present when the votes are cast and when they are counted at no expense to the Union. No Candidate may be a scrutineer for another Candidate within the current election. The scrutineer must be a member of the Local Union.~~

Mid-term Vacancies

~~**16.51** If the President's Office becomes vacant the 1st Vice President will fill the vacancy for the unexpired term.~~

~~**16.52** Where a vacancy occurs (President excluded) for any of the following positions Table Officers, Property Representatives, Chief Job Stewards, Trustees or Sergeant at Arms, the election process shall begin within seven (7) days to fill said position.~~

~~16.53~~ Where an alternate has filled a temporary vacancy they will continue until the newly elected representative is in place. If no alternate is available for this period of vacancy, then the position shall be appointed by the Executive Board within thirty (30) days.

~~16.54~~ If an Elected Member, whose term is not expiring, wishes to run for another position that cannot be held concurrent with their current position, they must resign from their present office before the opening of nominations for said position to permit the nomination and election of candidates for both positions during the same election. The resignation would become effective at time of installation.

~~16.55~~ An elected representative who resigns mid-term shall not be eligible to stand for re-election to the same position until the next general election. The exception being where the Executive Board is of the opinion the resignation was due to justifiable circumstances.

Term of Office

~~16.61~~ The term of office shall be three (3) years with the exception of mid-term elections.

Pledge of Office

~~16.71~~ All elected Members are required to take part in the Installation Ceremony and complete the Obligation and Pledge located in the National Constitution at the next General Membership Meeting.

~~16.72~~ Any Elected Member failing to take this Obligation and Pledge shall be disqualified and the position shall be declared vacant and where possible an alternate will take the position.

Article 17 RIGHT TO RECALL

Local Union Executive Board

17.01 To begin the recall five (5) members must notarize a written complaint regarding said Officer.

17.02(a) As per Article 15 Section B of the Unifor National Constitution an elected or acclaimed Executive Board member may be recalled once during their term by the members they represent for failing to perform the duties of the office.

(b) At least 25% of the members they represent will sign a petition listing the specific complaints against the said executive board member and file it with the Recording Secretary of the Local Union. The Local Union shall notify the executive board member of the specific complaints which will include a copy of the petition. The Local Union shall post notices of an impending meeting, at least 7 days in advance of the meeting. The agenda for the meeting is restricted to only those specific complaints identified in the petition.

(c) Fifty percent (50%) of the members they represent must be present at the recall meeting to establish a quorum. A two-thirds (2/3) vote of the members present at the special meeting is required to recall.

Elected Workplace Representatives

17.11 As per Article 15 Section E of the Unifor National Constitution elected Workplace

Representatives, all Stewards, Committee persons and other workplace representatives, may be recalled by the members they represent for failing to perform the duties of office.

17.12 To begin the recall five (5) members from within that property must notarize a written complaint regarding said representative.

17.13 The recall must then follow the procedure laid out in Article 15 Section E of the Unifor National Constitution. One quarter (1/4) of the members they represent shall sign a petition listing the specific complaints against the representative and file it with the Local. Local 111 shall notify the representative of the specific complaints and Local 111 shall give seven (7) days notice to the Membership for a Recall Meeting. Fifty percent (50%) of the members they represent must be present at the recall meeting to establish a quorum. A two-thirds (2/3) vote of the members present at the special meeting is required to recall.

Article 18 FINANCES

Initiation Fee

18.01 As per Article 15 Section G of the Unifor National Constitution the initiation fee for new members of Local 111 shall be twenty dollars (\$20.00).

18.02 Application for membership in Local 111 shall be made in writing and may be accepted from the applicant by a Local 111 Officer, or by a member in good standing authorized by the Local 111 Executive Board.

18.03 Each person signing an application for membership and paying the initiation fee prescribed by Local 111 shall thereby pledge to comply with the objectives, bylaws and policies of the Local and National Unions. In compliance with the above, the person shall be a member in good standing.

18.04 In the event of an emergency situation requiring the hiring of temporary employees, it shall be the requirement that they pay daily or pro-rated union dues.

Dues

18.11 All Local 111 Union dues shall be in accordance Article 16 Section 2 of the Unifor National Constitution.

18.12 Local 111 Union dues shall be set at three (3) hrs per month as per Article 16 Section 9 of the Unifor National Constitution.

18.13 Local 111 may levy on its members, for special purposes, such assessments as may be determined by a majority vote of the members at a General Membership Meetings, providing notice of assessment has been posted at least fourteen (14) days prior to the vote.

18.14 Members who work less than thirty-seven and a half (37.5) hours of work in a month shall pay dues at a rate of fifty (50) percent of those set out in Article 18 Section 12 of these Bylaws as per Article 16 Section 2 of the Unifor National Constitution.

18.15 Article 16 Section 3, 10, and 11 of the Unifor National Constitution sets out the circumstances under which a member is not required to pay dues in a particular month.

SIGNING OFFICERS

18.21 Any cheques issued by Local 111 require the signature of the Financial Secretary and the President or Vice President(s).

18.22 The Trustees shall be responsible for ensuring that the Signing Officers are bonded to an amount approved by the Unifor National Constitution.

EMERGENCY EXPENDITURES

18.31 Where the President or their designate deem a set of circumstances an "emergency" they shall have the right to authorize any necessary expenditure to a maximum of five thousand dollars (\$5,000.00). They shall obtain majority approval from the Local Executive Board by phone poll when time constraints preclude a scheduled or an emergency Executive Board Meeting. The President or designate shall enter into the minutes of the next Executive Board Meeting the names and responses of the members polled and what attempts were made to contact those not reached. A report shall also be presented by the Recording Secretary to the next General Membership Meetings that have a quorum.

Mileage Expense

18.32

Mileage expenses shall be paid in accordance with the Unifor Local Union Expense Policy, for travel incurred on Local 111 business, except between home and the workplace. Application for mileage is to be fully documented to show distance traveled, locations visited and, in the case of an extraordinary expense, reason to travel.

TABLE OFFICERS (working a minimum of 37.5 hrs/wk)

18.41 Wages

- (a)** They shall be required to work a thirty-seven and a half (37.5) hour work week subject to the following.
- (b)** Compensating for the irregular and demanding work schedule the rate shall be set at one point four (1.4) times the top rate of a Conventional Transit Operator as set forth in the Employers Wage Schedule within the Collective Agreement.
- (c)** There shall be no paid overtime.

18.42 Benefits

- (a)** The MSP, Extended Health, Dental, Group Life and Income Continuance payments will be remitted to the employer to retain all the benefits enjoyed by a Transit Operator.
- (b)** They will receive payment of sick time wages under the same formula as the employer with the Local Union making up the shortfall based on their rate of pay.
- (c)** They shall remain part of the Public Service Pension Plan and shall make their contributions as part of that plan and the Local Union shall make the Employers part of the plan.

18.43 Annual Vacations

- (a)** As per the Collective Agreement they can bank up to two (2) weeks of annual vacation per

year to maximum of six (6) weeks to cover the annual vacation taken in the first year that an Officer is out of office. All other banking remains in effect.

(b) All other banking of holidays shall remain in effect.

(c) Any banked weeks shall not be paid out.

(d) There shall be no banking of annual vacation in the last year in office to carry to the next term.

(e) Their AV sign up shall be carried out by January 31st of each year in the following order: President, Vice President, and Financial Secretary.

(f) As an option, they may designate one (1) week of AV as RAV as per the Collective Agreement (pay out excluded).

(g) The Financial Secretary shall keep a written record of all their AV.

~~**(h)** When the Financial Secretary is on holidays the head Trustee will preside in his/her place, receiving the same wage of one point four (1.4) times the top rate of a Conventional Transit Operator as set forth in the Employers Wage Schedule within the Collective Agreement.~~

18.44 Banking Statutory Holidays

(a) As per the Collective Agreement they may elect to bank up to ten (10) statutory holidays if they are prepared to be available at the Local Union Office five (5) hours on those days they wish to bank. The Financial Secretary shall be notified in writing of their intentions.

(b) A notice as to which Table Officer(s) will be in the Local Union Office shall be posted to each Property three (3) working days prior to the holiday being worked.

18.45 Sundry Expenses (monthly allowance)

They will receive fifty dollars (\$50.00) per month for sundry expenses incurred in performing Local 111 duties. No receipts will be required.

~~**18.46 Mileage Expenses**~~

~~Mileage expenses shall be paid in accordance with the Unifor Local Union Expense Policy, for travel incurred on Local 111 business, except between home and the workplace. Application for mileage is to be fully documented to show distance traveled, locations visited and, in the case of an extraordinary expense, reason to travel.~~

18.47 Reimbursement for Expenses

(a) If conducting Local 111 business beyond a meal time for negotiations, arbitration, WorksafeBC hearings, court appearances, out of town union business, etc they shall be reimbursed for their meals only at the equivalent per diem rates.

(b) Reasonable expense amounts up to two hundred dollars (\$200.00) per month shall be at the discretion of the Financial Secretary and shall be reported to the Executive Board and General Membership Meetings subject to the production of receipts.

(c) All other expenses shall be subject to approval by the Executive Board prior to purchase, (except those under Article 18 section 31 of these Bylaws; Emergency Expenditures), and are required to be reported at the next General Membership Meetings.

18.48 Reimbursement to other Officers of the Local Union

GENERAL MEMBERSHIP

- (a) Local 111 shall pay a representative or member lost time only when that representative or member is performing authorized duties for and on behalf of Unifor Local 111 during the time for which they would otherwise be compensated by the employer.
- (b) The amount of lost time should never exceed the amount which the Local 111 representative or member would otherwise have received from their employer for the same period of the time which they are being compensated by Local 111.
- (c) A Spareboard Operator shall be paid the daily guarantee.
- (d) Members who are booked off from the employer on benefits (Great West Life, WorkSafe BC, or Gradual Return to Work) shall not receive payment from the Union.
- (e) In the event an Officer is booked off overtime to conduct unexpected Local 111 business, they shall be reimbursed for time spent doing that business and not for time lost.
- (f) All lost time vouchers must be submitted to the Financial Secretary no later than midnight Sunday, the week of payday. Anything submitted after this date will be paid out on the next pay cycle. NO EXCEPTIONS.

18.49

(a) Recording Secretary

The Recording Secretary shall be compensated one point four (1.4) times the top rate of a Conventional Transit Operator as set forth in the employers wage schedule within the Collective Agreement to a maximum of seven and a half (7 ½) paid hours per day.

(b) CTS Officer

The Officer shall be compensated one point four (1.4) times the top rate of a Conventional Transit Operator as set forth in the employer's wage schedule within the Collective Agreement to a maximum of seven and a half (7 ½) paid hours per day.

18.50 Property Reps and VTC Chief Job Steward

- (a) The Property Representatives and the VTC Chief Job Steward have the ability to book themselves off on the day of their Property Meeting, Executive Board Meeting, in an emergency, or at the request of the President to conduct Union business on their own Properties.
- (b) All book offs must be fully documented on the lost time voucher. Documentation shall include date and time of meeting, seniority number of member represented, index#, and/or the reason for the book off. In addition, a monthly log shall be submitted at the next Executive Board Meeting through the Recording Secretary.
- (c) All Local Union Executive Board Officers shall submit their sign up and holiday confirmation slips to the Financial Secretary.

(d) In the event that a CTS Property Representative, Conventional Property Representative or the VTC Chief Job Steward is required to substitute for any Table Officer then the reimbursement for such duties shall be set at one point four (1.4) times the top rate of a Conventional Transit Operator as set forth in the Employers Wage Schedule within the Collective Agreement.

Chief Job Stewards and Job Stewards

(a) All requests for book offs must be submitted to a Table Officer through the respective Property Representative(s) at least forty-eight (48) hours in advance of the required time off whenever possible.

(b) All book offs must be fully documented on the lost time voucher. Documentation shall include date and time of meeting and name of member represented.

Committee Members

(a) All requests for book offs must be submitted to a Table Officer through the Chair of the Committee at least 48 hours in advance of the required time off.

(b) All book offs must be fully documented on the lost time voucher. Documentation shall include date and time of meeting and/or the reason for the book off.

18.51 Education Expenses

The Executive Board may authorize payment of the cost of any appropriate labour course that will benefit the membership and when appropriate may reimburse lost wages or time off. To be eligible for payment each member must make application to the Executive Board prior to enrolling in the course, must successfully complete the course and must make any resource materials received available to the Local Union Office.

18.61 Delegate Per Diems

All per diem expenses will be paid in accordance with Unifor Local Union Expense Policy, subsection Per Diem for all elected and/or appointed delegates.

18.71 Death Benefit Fund

A levy of two dollars (\$2.00) per member, per month based upon the membership list provided by the Employer shall be set aside in a Death Benefit Fund. The levy shall be in addition to the dues set out in the Unifor National Constitution. The sole purpose of this fund shall be to provide a two thousand **five hundred** dollar **(\$2500)** ~~(\$2000.00)~~ benefit to the designated beneficiary of a member who has passed on. It is payable to the beneficiaries of those members who have contributed to the Fund since February 18, 2000. (A copy of the death certificate must be submitted.)

18.72 Gift and Retirement Fund

(a) A levy of one dollar and fifty cents (\$1.50) per member, per month based upon the monthly dues list shall be set aside in a Gift and Retirement Fund. The levy shall be in addition to the dues set out in the Unifor National Constitution.

(b) The Fund shall be responsible for funding the Care Committee, Retirement Party(s), Job Steward Party, and the Annual Picnic.

18.73 Union in Politics Fund

(a) A levy of two dollars (\$2.00) per member, per month based upon the monthly dues list shall be

set aside in a Union in Politics Fund. The levy shall be in addition to the dues set out in the Unifor National Constitution.

(b) The Fund is to be used to promote transit issues relating to ~~our workplace at all government levels~~; transit operators or public transit to the general public, any level of government or other public bodies, or non-government organisations.

Prior to any expenditure of funds the Executive Board shall lend its approval. All expenditures will be reported to the next General Membership Meeting.

18.81 Donations

All non-union/non-labour donations shall be limited to \$100.00

18.91 Budgets

(a) The Local 111 Standing Committees Operations Budget will be broken down into accounts that provide detail of the anticipated expenses for all standing committees, administration and other operational expenses for the next fiscal year. The Breakdown of Accounts may be modified by the Financial Secretary with the approval of the Trustees. The Trustees may request the Financial Secretary to modify the Breakdown of Accounts.

(b) The Financial Secretary will set the deadline for the submissions of Property and Committee budgets. The Financial Secretary will submit the individual property, committee and administration budgets for approval by the Executive Board. The Executive Board and the Financial Secretary will have a Local 111 Operations Budget completed and approved by the Executive Board by the meeting notification deadline for the November General Membership Meeting.

(c) List of elected/unelected booked off on union leave shall be made available to Membership at every General Meeting.

Article 19 CHARGES, TRIALS AND APPEALS

Preamble

The following provisions of Article 19 are intended to deal with matters of more serious nature and charges laid against a member or officer should reflect the same. Accusers with the expectations that charges against an officer may result in their removal from office are to proceed under the provisions of this Article.

19.01 Any member of Local 111 shall have the right to lay charges against any member of ~~the Local 111 or National Union including Officers and Representatives according in accordance with to~~ Article 18 of the Unifor National Constitution.

19.02 On charges being considered, the accused shall be advised as to the provisions of these Bylaws and Article 18 of the Unifor National Constitution.

19.03 Any member who disagrees with a decision of the Executive Board or the President may appeal that decision in writing to the Local 111 Recording Secretary, within thirty (30) days of being notified or becoming aware of such decision. The appeal will go to the next General Membership

Meetings for a decision of the Membership. If the appeal is denied, the member can then appeal to the Unifor National Union as per Article 18 of the Unifor National Constitution.

Article 20 STRIKES

20.01 All strikes shall be called or terminated only in the strict conformance with Article 17(b) of the Unifor National Constitution.

Article 21 SENIORITY

21.01 Each Transit Operator shall be entitled to their seniority in their classification as follows:

- (a) Each employee shall have their seniority determined by their continuous services from the date of hiring in the order of:
- (i) B.C. Electric
 - (ii) B.C. Hydro & Power Authority
 - (iii) Metro Transit Operating Company
 - (iv) B.C. Transit
 - (v) Coast Mountain Bus Company

The earliest date first followed by each member in chronological order.

- (b) Any exceptions allowed by this membership in effect on January 18, 1982 will stand.

21.02 It will be the purpose of Local 111 in all negotiations to preserve and protect seniority rights and to pursue improvements in the areas of work choice, days off and hours of work.

21.03 Any member who has been unjustly discharged may be reinstated at any time, provided they accept reinstatement within thirty (30) days of an offer of reinstatement.

21.04 Collecting fares on the street shall be considered Operator's work.

Article 22 ASSETS OF THE LOCAL UNION

22.01 All assets (keys, logos, cell phones, banners etc) are on loan and are required to be returned to the Local Union Office (to the Financial Secretary) immediately upon discharge of Local Union duties. Leave of absences, vacations, sick leave, included. Property Representatives and the VTC Chief Job Steward shall leave cell phones with their designate.

Article 23 AMENDMENTS

23.01 These Bylaws may be amended by presenting a motion in writing, setting forth the amendments sought, ~~to the Bylaws Committee 30 days prior the January General Membership Meeting. The Bylaws Committee shall meet by the end of the first full week of January to consider the changes to the current Bylaws. All proposed changes shall be read out and distributed at the January General Membership Meeting. All the requested changes shall be posted (at least 14 days prior) and brought forth at the February General Membership Meetings. If approved by 2/3 (two-thirds) of the membership vote present at the General Membership Meetings, the amendment shall~~

~~be considered adopted by the membership. The Bylaws Committee shall submit said changes to the Unifor National Union for approval and if approved shall institute said changes to these current Bylaws.~~ to a membership meeting. The motion shall be read to that meeting and referred to the Constitution and Bylaws Committee which will report to the succeeding membership meeting, the notice of which must contain a notice of the particular Bylaw amendments that will be considered. If approved by two thirds of the membership vote thereon at this succeeding meeting, the amendment shall be considered adopted by the membership. Amendments to existing Bylaws, or new Bylaws must be submitted to the National Executive Board for approval. The amendments, or the new Bylaws are not effective until approved by the national executive board.

23.02 In case of unusual circumstances the Table Officers may initiate the above process.

Article 24 Policies

The Local Union and National Union have several policies that form part of these bylaws. A List of national policies can be found on the national website.

Local 111 Policies can be Created or Amended by first submitting any changes to the Executive Board to be discussed at an Executive Board Meeting. The Executive Board, under direction of the President, shall consult the Bylaws Committee and any other affected committee(s) and may create a sub committee to work with the submitter. After this process is complete the policy or amendment will be submitted to the next general membership meeting, in the usual fashion for a motion, with an EBoard recommendation of concurrence or non concurrence. In order for the policy or amendment to be ratified it must pass with a $\frac{2}{3}$ vote. These policies or amendments stay on the general meeting agenda until voted on at a meeting with quorum. Once ratified they are added to the list of policies below along with the date of ratification.

List of All Current Policies:

Education Committee Policies & Procedures....September 29, 2011

Unifor 111 Lost Time Policy...January 25, 2013

Unifor Local 111 Elections Policy & Procedures Guidelines...February 23, 2023

Appendix

1. Education Committee Policies & Procedures....September 29, 2011
2. Unifor 111 Lost Time Policy...January 25, 2013
3. Unifor Local 111 Elections Policy & Procedures Guidelines...February 23, 2023



Education Committee

Terms of Reference & Procedures Manual

Adopted – September 2011

Updated CAW references to Unifor references – March 2015

Unifor Local 111 Education Committee Vision Statement & Objectives

Vision Statement

By engaging our Membership in a progressive learning environment, we encourage the development of strong, informed Activists and Representatives.

Objectives

- Identify training needs, request courses and coordinate union education.
- Develop courses and educational resources to fill the needs of the Local.
- Ensure effective communications with training sources (e.g., Unifor Regional and National Offices and other labour bodies, employer, community groups and agencies).
- Coordinate access to educational opportunities by effectively notifying the Membership and Representatives of learning opportunities.

Unifor National Constitution Article 15

D: LOCAL UNION COMMITTEES

1. A Local Union should establish the following Standing Committees:
 - Constitution and Bylaws
 - Education
 - Environment
 - Recreation
 - Community Services
 - Human Rights
 - Lesbian, Gay, Bisexual and Transgender (LGBT)
 - Aboriginal and Racialized Workers
 - Workers with Disabilities
 - Union in Politics
 - Women's
 - Young Workers
 - Health and Safety
2. A Local Union may decide to consolidate Committees or establish additional Committees.
3. Local Union Standing Committee members may be elected or appointed by the Local Union Executive Board.

Activities

- Conduct a needs analysis from time to time using various tools (e.g. canvassing, questionnaire, liaison with the Local Executive and other committees).
- Obtain information on learning opportunities offered by the Unifor, BC Federation of Labour, CLC, and other labour bodies.
- Provide input into the Unifor Regional Education Plan.
- Develop an annual education plan for the Local, as revised from time to time.
- As required by the Local bylaws develop a budget and submit it to the Local Executive for approval.
- Actively communicate with the Membership on learning opportunities (e.g., through representatives, email, the Unifor 111 website, and posted bulletins).
- Bookmark Union Education on the Unifor National website and check regularly for updates (<http://www.unifor.org/en/member-services/education>).
- Recruit, register, and recommend members applying for union courses, conferences, and other union education programs.
- Contribute articles or other information on union education to the local newsletter on a regular basis.
- Maintain a record of all union education completed by each member.
- Provide input on changes to the local bylaws that will improve Membership access to union education.
- Liaise with the Property Representatives and Chief Job Stewards on the training needs of local stewards and other union representatives.
- Maintain a speakers' list and training resources on a variety of topics and update from time to time.
- Receive reports from members who have received financial support to attend educational opportunities.

Committee Structure

The Committee will consist of a minimum of 3 members. Every effort will be made to ensure the Representatives reflect the diversity of the workforce.

The Committee may appoint a member-at-large from time to time with the approval of the Executive Board.

The Committee will elect 1 Chairperson, 1 Co-Chairperson and 1 Recording Secretary from the Representatives.

Responsibilities

- The Committee Chairperson(s) will liaise with the Local Executive.
- The Committee Chairperson(s) (or a member of the Local Executive) will arrange with the employer to obtain time during working hours for committee members to meet and also to participate in the activities of the committee. They will negotiate training time and/or expenses for staff to participate in on-site and

off-site learning activities.

- The Committee will review its Terms of Reference yearly.
- All members of the Local will be encouraged to forward any information or requests on learning opportunities to the Committee.
- The Committee will maintain an email group of contact persons on each property who will circulate information on union education.
- The Committee Chairperson(s) will provide Committee members with any information received by the local that relates to education.
- The Education Committee will name the Local's Representative(s) to organize joint union/employer learning activities.
- The Education Committee will coordinate registrations for training and maintain reports of Membership attendance (including reasons for nonattendance).

Meetings

- Members will meet on a bi-monthly basis, or as needed.
- Decisions will be made by majority vote after due consideration and discussion.
- The Committee will identify ways to divide the work of the Committee so that meeting time outside of working hours is kept to a minimum.

Resources

- Membership list;
- contact list of Local Executive, other Local Officers, Stewards, Committee members and any other Representatives of the Local;
- Terms of Reference for Local Education Committee;
- Unifor National Education schedule;
- website addresses of Unifor local and national;
- information on developing learning plans;
- application forms;
- approved budget;
- sample surveys;
- designated Discussion Leader list;
- speakers' list;
- Local bylaws.

Records

- Registry of members who have attended union courses.
- Copies of completed application forms, including a system for forwarding completed applications of recommended applicants by the respective deadline dates.
- Minutes/reports of committee meetings and other records of committee activities.
- Copies of posters and other communications relating to education organized or supported by the committee.

Budget

The Committee will have an annual budget, as approved by the Local Executive.

The Committee will provide recommendations to the Local Executive on the various allocations (e.g., "top-up" for weekend and other programs; financial assistance for members to attend conferences and other learning opportunities; cost sharing partnerships with labour partners).

Report

The Committee Chairperson(s) will report on the activities of the Committee to each meeting of the Local Executive Board.

Evaluation

The Committee will develop its own evaluation tools (e.g., evaluation forms for various seminars, number of members registering and applying for courses, activity level of "graduates") and evaluate its work on an ongoing basis.

PEL Application Local Involvement Questionnaire

1. Do you attend General Membership meetings? If yes, how often?

2. Do you attend Property Meetings? If yes, how often?

3. Are you presently on any Local Union Committees? If yes, which Committees and for how long?

4. Have you ever been a member of any Local Union Committee in the past? If yes, which committees and when?

5. Have you ever worked on any programs, events or projects for your Local? If yes, what and when?

6. Do you participate in Local sponsored events? Please list some examples of events you have participated in.

7. Have you ever participated in any protests or community actions such as 'Up the Minimum Wage', or picket line support? If yes, which ones and when?

8. Are you actively involved in any community activity such as coaching sports, volunteering, etc.? If yes, please give specifics

9. Have you ever taken any labour related educational courses (ie, Unifor, BC Fed)? If yes, what and when?

10. Have you ever applied for a Paid Education Leave Course before?

A) If yes, what and when?

B) What have you done since your last application for PEL that demonstrates an enhanced level of commitment?

On an attached page:

1. Please write a summary of the reasons you would like to attend this course.

2. If selected, what do you hope to achieve/how will you use your new education when you get back.

*If you require any help finding this application, please contact your Education Committee Representative or Property Representative.

PEL Selection Process

1. Application Package

- available at <http://www.unifor111.ca>, as well as in hard copy on each property
- comprised of:
 - local involvement questionnaire
 - attached one-page statement answering questions 11 and 12 of the questionnaire
 - applicant must confirm receipt of application by phone call or e-mail to local Recording Secretary or designate
- A separate application must be filled out for each course applied for
- Must include a letter of recommendation from Property Representative or Chief Job Steward or other Union Representative

2. Education Committee

- Education Committee will also consult General Meeting & Property Meeting attendance books to confirm regular attendance, if required
- this information is attached to the application package and forwarded to the Selection Committee

3. Selection Committee

- all PEL applications are reviewed by the local PEL Selection Committee (5 members)
 - President or designate
 - Area Director or designate
 - Chair or co-chair of the Education Committee
 - rotating local Executive Board member
 - rotating 4-week PEL graduate

4. Local Executive Board

- applications recommended by the Selection Committee are forwarded to the local Executive Board for approval
 - all applicants, regardless of the success of their application, will receive a response letter

5. Post Course Follow-up

- applicants will write a brief report on their experience in Port Elgin and their plans to utilize their education in the Local
- the report will be submitted to the Recording Secretary of the local and forwarded to the local Executive Board
- a record of all applications, response letters, and post-course reports will be maintained by the Education Committee
- all PEL applicants will have a 6 month period to evaluate if knowledge and experience acquired after completing a course is being put towards benefitting the

Membership.

- a) After that 6 month period, the Education Committee and the Chief Job Steward will meet with those who have completed PEL courses for an evaluation and assignment of duties.
- b) That new applications for other courses will not be considered until such time as Step A has been completed.

Registration for Local Courses

Including Basic Job Steward Training, 1-day Local Area Schools, and 3-day Courses.

register@unifor111.com

All interested members must register via e-mail to the local Recording Secretary or designate:

- e-mail should contain name, property, seniority number, and course/name date
 - applicants must confirm receipt of registration by phone or e-mail
- other than Basic Job Steward Training, all applications are sent to the National, after local approval
- any applicants for courses where lost time is paid by the local will be reviewed by the local Executive Board

Registration Approvals and Confirmations

Basic Job Steward Training

- first-come, first-served
- registration is confirmed by e-mail two weeks before the course date

1-day Local Area Schools

- first-come, first-served
- Local Area Schools are open to all locals
- registration is confirmed by e-mail one week before the course date

3-day Courses (and any other course with lost time paid)

- all applicants are reviewed by the local Executive Board, with consultation of the Property Representative for the applicant's property
- all applicants receive a response letter regarding their application

Bulletins & Postings

General Posting Guidelines

- properties are asked to post educational opportunities at least two weeks before the application deadline
- leave bulletins up at least one week after deadline
- recommended: leave bulletin posted one week after course date

Call Letters/Accepting Applications Bulletins

- include expiry/application deadline in all course bulletins
- recommended: send an "applications closed" bulletin to be posted after deadline

Records

Attendance

- members must sign in for each day of each course
- a record is kept of what courses members have completed
- attendance records will be maintained by the Education Committee for the reference of the Local

Resources

- educational materials, including course documents, are kept in the Local office
- every effort will be made to keep education materials in an electronic format, as well as in hard copy
- Refer to Bylaw 18.51



Unifor Local 111 Lost Time Policy

“Unifor Local 111 Bylaws

18.48 Reimbursement to other Officers of the Local Union

GENERAL MEMBERSHIP

(a) Local 111 shall pay a representative or member lost time only when that representative or member is performing authorized duties for and on behalf of Local 111 during the time for which they would otherwise be compensated by the employer.

(b) The amount of lost time should never exceed the amount which the Local 111 representative or member would otherwise have received from their employer for the same period of the time which he/she is being compensated by Local 111.

(c) A Spareboard Operator shall be paid the daily guarantee.

(d) Members who are booked off from the employer on benefits (Great West Life, WorkSafe BC, or Gradual Return to Work) shall not receive payment from the Union.

(f) All lost time vouchers must be submitted to the Financial Secretary no later than midnight Sunday, the week of payday. Anything submitted after this date will be paid out on the next pay cycle. NO EXCEPTIONS.”

All requests for payment of lost wages must be made by filling out form "Unifor 111 Lost Time Voucher"

Pay Periods and paydays will be the same as Coast Mountain Bus Company pay periods and paydays.

Lost Time Vouchers must be received by mail, in person, via fax or via email or other electronic submission by midnight of the pay period Sunday for it to be paid out that pay period. All lost time must be claimed within 6 months.

If it is your first Lost Time Voucher in a calendar year, ALL boxes on the form must be filled out completely. For subsequent vouchers in the same calendar year, when no information has changed, a minimum of the following boxes must be filled; name, seniority, E number, depot, hourly rate, days off and a phone number.



The "Reasons for Claim" section must be thoroughly filled out with details of what you were doing; this may include seniority numbers (or names) of members met with, committee meetings, and/or project names. Please note: Failure to give adequate information may result in delay of your wages.

Wages will be mailed out or electronically deposited to be received by the Friday following the pay period date. (to coincide with CMBC payday)

Lieu Days

Lieu days will not be granted for attendance at committee or other meetings on your day off.

Lieu days will not be granted for attendance at and/or travel to or from a Conference or Council on a day off.

You may not claim lost wages for any Union business undertaken on a day off.

In the event a lieu day is deemed necessary by an Officer, a request for that lieu day must be received and approved by that Officer before the day is earned. That request must include the day off being worked and the date of the day that will be taken in lieu. Approval is at the discretion of the Officer, is evaluated on a case by case basis, and is in no way guaranteed.

All lieu days are paid at a maximum of 7.5 hours or 9.23 hours for a member working a CWW.

All attempts must be made to take the lieu day in the same pay period it is earned.

Lieu days may not be used on statutory holidays, December 24 or December 31.

PEL

No lost time (or lieu days) will be paid by the Local for attendance at, and/or travel to or from Paid Education Leave (PEL) course. The National will pay the attendee directly (up to a maximum of 40 hours per week) upon receipt of proper documentation at that course. The Local will not reimburse for any expense related to a PEL program.

Unifor Local 111 Elections Policies and Procedures Guidelines

Article 1 General

1.10 The Election Committee is obligated to obtain approval from the Executive Board for any lost time that might be incurred, and for any expenditure necessary for the proper conduct of the election, in the same manner and in accordance with the same procedure as any other committee of Local 111. The Executive Board is obligated to approve as much time as is necessary for the Election Committee to prepare for and conduct the election, as well as to approve expenditures which the Election Committee recommends as necessary to insure proper operation of the election machinery.

1.20 In preparation for an election, the Election Committee is required to consult and cooperate with the Table Officers of Local 111 in establishing the procedures for the conduct of the election. However, the actual conduct of the election is entirely the responsibility of the Election Committee.

1.30

(a) Reasonable mileage for the Election Committee, for travel between properties, on the day of the election, with the submission of a written report.

(b) The per diem stated in Article 18.61 of The Unifor Local 111 Bylaws shall apply on the day of election for the three (3) Election Committee members and will be reimbursed with the submission of a written report.

1.40 The Election Committee shall ensure that all bulletins and posters are promptly posted at each Property.

1.50 In addition please refer to Article 9.02 of The Unifor Local 111 Bylaws.

Article 2 Eligibility

2.10 Only members in good standing of Local 111 shall be eligible for election to any office, only exception shall be Table Officer positions. Please refer to Article 9.05 of the Unifor Local 111 Bylaws.

2.20 No member shall hold, or stand for election to, any office based solely upon a Property to which that member does not belong. If the Member is not currently assigned to a property, they must declare the property they are running for before the close of nominations.

2.30 No member shall hold, or stand for election to, any office based solely upon the Job Classification of Community Transit Services Operator if that member is not a Community Transit Services Operator.

2.40 No member shall hold, or stand for election to, any office based solely

upon the Job Classification of Community Transit Services Operator if that member has not been a Community Transit Services Operator for 12 months immediately prior to the date of the election.

Article 3 Nominations

3.10 All Members are automatically nominated for all eligible offices. Eligibility defined in articles 9.05 & 12.04 of the Local 111 Bylaws, and above. Members who wish to accept nominations must indicate their intentions in writing in the manner prescribed in the Notice of Nominations.

3.20 Once a member has accepted the nomination to any position, and the nomination period is closed, their acceptance is binding and they must stand for election.

3.30 The nomination period will be a minimum of seven (7) days, with the exception of the general election.

3.40 General Elections will use an electronic voting system.

Article 4 Timing of Elections

4.10 The election of all Officers, elected Committee Members and Delegates shall take place on the last Wednesday in May. Polling times will be from 1200 Wednesday until 1700 the next day (Thursday) .

4.20 Advance Poll for the General Election shall be on the Friday two (2) weeks prior and on the Monday and Tuesday one (1) week prior to the election during the hours of 0830 – 1600 at the Local 111 Union Hall in New Westminster.

4.30 If a runoff election is required for the Table Officers and/or Trustees it will take place two (2) weeks after the previous election from 12:00 Wednesday until 17:00 the next day (Thursday).

4.40 Members elected in the General Election will take office July 1st. Any Members elected after July 1st will take office immediately following the election.

Article 5 Campaigning

5.10 There shall be no distribution of campaign material on the day of election.

5.20 No candidate for office or any other person soliciting support for said candidate shall campaign or solicit within the properties and/or polling area on the day of election.

5.30 Candidates should accept responsibility for any campaign material distributed or posted on their behalf. Campaign materials should be removed by

the candidates, or someone designated or the person who was responsible for posting from all properties by 1800 hrs the day prior to any election. There shall be no campaign including but not limited to electronic paper, verbal or text message after 1800 the day prior to any election.

5.40 The campaigning period will be a maximum of twenty-one (21) days and minimum of fourteen (14) days.

5.50 A Candidate may use any electronic media including but not limited to Facebook, Twitter and Email for the purposes of campaigning. The rules outlined in 16.31 and 16.33 will apply to any type of campaigning.

Article 6 Balloting

6.10 The order of names on the ballots will be randomly drawn and not be revealed until the Voting Dates.

6.20 The method of election shall be by secret ballot. Every member shall be allowed to vote for each position on their property, and all Global Positions, and has the option of going to any Property to cast their vote.

6.30 Only Candidates names and the offices for which they are standing shall be printed on the ballots. The applicable Notice of Candidates and their photos shall be posted on the Union Bulletin Board at each Property. Their names and photos will remain posted during Election Days.

6.40 A Candidate must receive fifty percent plus one (50% + 1) of votes cast to be elected to the following positions: President, First Vice-President, Second Vice-President, Financial Secretary, Recording Secretary, CTS Officer, or Trustees.

6.50 The Local Union must elect three Trustees at the same time. In the election of three Trustees, the majority is determined in the following manner:

a) Trustees are elected simultaneously and there is no distinction between the three offices and the membership is entitled to vote for three (3) Trustees.

b) Where there are less than seven (7) candidates, the three (3) candidates receiving the greatest number of votes shall be declared elected.

c) Where there are seven (7) or more candidates, the majority point is determined by adding the total votes cast for the office of Trustee, dividing by the number of positions to be filled [which is three (3)], again dividing by two (2), which will determine the 50% mark, and then adding one (1) to determine the majority point.

d) In the event more than three (3) candidates receive a majority vote, the three (3) candidates with the greatest majority shall be declared elected.

e) Where there are seven (7) or more candidates and no candidate receives a majority, the runoff is confined to the six (6) candidates receiving the greatest number of votes.

f) Where there are seven (7) or more candidates and only one candidate receives a majority, the run-off is confined to the candidates who finished in second, third, fourth, and fifth positions.

g) Where there are seven (7) or more candidates and only two (2) candidates receive a majority, the run-off is confined to the candidates who finished in third and fourth positions.

6.60 All Members are elected by plurality vote with the exception of those listed in section 6.40.

6.70 When only one (1) person is nominated for a position they shall stand elected by acclamation.

Article 7 Mid-term Vacancies

7.10 If the President's Office becomes vacant the 1st Vice-President will fill the vacancy for the unexpired term.

7.20 Where a vacancy occurs (President excluded) for any of the following positions; Table Officers, Property Representatives, Chief Job Stewards, Trustees or Sergeant at Arms, the election process shall begin within seven (7) days to fill said position.

7.30 Where an alternate has filled a temporary vacancy they will continue until the newly elected representative is in place. If no alternate is available for this period of vacancy, then the position shall be appointed by the Executive Board within thirty (30) days.

7.40 If an Elected Member, whose term is not expiring, wishes to run for another position that cannot be held concurrent with their current position, they must resign from their present office before the opening of nominations for said position to permit the nomination and election of candidates for both positions during the same election. The resignation would become effective at time of installation.

7.50 An elected representative who resigns mid-term shall not be eligible to stand for re-election to the same position until the next general election. The exception being where the Executive Board is of the opinion the resignation was due to justifiable circumstances.

Article 8 Scrutineers

8.10

a) Each Candidate shall have the right to have one (1) scrutineer present when the votes are cast and when they are counted at no expense to the Union. No Candidate may be a scrutineer for another Candidate within the current election. The scrutineer must be a member in good standing or a retired

member in good standing. Scrutineers will be allowed in the room to observe the counting of ballots in order to challenge any issues as they arrive. All challenges must be made directly to the judge of elections.

- b)** Scrutineers shall remain away from tables but within eyesight distance of the ballots being counted and may not hinder the ballot counter in any way.

Article 9 Term of Office

The term of office shall be three (3) years with the exception of mid-term elections.

Article 10 Pledge of Office

10.10 All elected Members are required to take part in the Installation Ceremony and complete the Obligation and Pledge located in the National Constitution at the next General Membership Meeting.

10.20 Any Elected Member failing to take this Obligation and Pledge shall be disqualified and the position shall be declared vacant and where possible an alternate will take the position.