

**LOCAL BY-LAWS**



**Local 1505  
of the  
Amalgamated Transit Union  
A.F.L.-C.I.O.-C.L.C.**

***Effective: January 1, 2023 (Revised)***  
***(unless otherwise noted)***

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Definitions: Local Union: Refers to Amalgamated Transit Union Local 1505

Gender: These by-laws are gender neutral. Any reference to he, him or his means her, she and hers.

The term “brotherly” refers to “sisterly” and the members at large.

Member: A worker in good standing within either Winnipeg Transit System or Brandon Transit and working in some capacity eligible for membership as per the working agreements.

Per Diem: Refers to a specific amount of money that the Local allocates to cover living and travelling expenses in connection with the Local’s business.

Honorarium: A payment made to a person(s) for their services to the Local.

## **ARTICLE ONE**

### **1-1 Name**

This organization shall be known as Local 1505 Amalgamated Transit Union.

## **ARTICLE TWO**

### **2-1 Objects and Principles**

To promote the well-being of its members through the development of welfare policies, to provide for aid in sickness and in old age and to offer assistance to each other in time of distress. To encourage brotherly/sisterly co-operation among its members in order to ensure peace and harmony, and to develop a spirit of loyalty to each other. To promote brotherly/sisterly concern and assistance to fellow trade unionists in all matters that furthers the cause of labour, and to aid in the development of trade union organization among the unorganized workers.

It shall be the guiding principal of our Local that no workers shall be excluded from membership in the Local because of race, creed, colour, nationality, political beliefs, religion, sex, sexual orientation, gender identity, age, or disability consistent with democratic principles and the Constitution and General Laws of the Amalgamated Transit Union.

In all matters the will of the majority shall prevail;

## **ARTICLE THREE**

### **3-1 Qualification for Membership**

Qualification for membership shall be in compliance with Section 21 of the International Constitution.

### **3-2 Admission of Members**

Application of a candidate for membership in this Local shall be subject to Section 21 of the International Constitution.

### **3-3 Leave of Absence**

Members on leave of absence from the job, shall maintain themselves in good standing by paying dues and assessments directly to the Local office. Members, who while on leave-of-absence who take up other employment without having received prior permission from the Local, will be deemed to have severed their employment with the contracting employer and will be removed from the list of active members together with loss of seniority rights.

### **3-4 General Discipline and Duties of Members**

- (a) It shall be the duty of each member to regularly attend the meetings of the Local and to assist the officers in the discharge of their duties by strictly adhering to his obligation and by obeying the Constitution and By-Laws of the Local.
- (b) No member shall injure the interest of a fellow worker by undermining him in place of work, wages or through any wilful act whereby the reputation or employment of any member may be injured. It is the duty of all members to comply with the policies of the employer and the union that speak to and encompass the respectful and professional conduct of the member's actions.
- (c) All members other than the proper officers of the Local are forbidden to constitute Committees to adjust grievances or to do business of any kind affecting the Local unless authorized by the Local.
- (d) Any member unnecessarily interrupting or obstructing the business of any meeting of the Local, who is disrespectful or makes an allegation which is unfounded against another member or officer, shall, at the discretion of the Chairperson or designate be subject to expulsion from the meeting and not permitted to return that session.

The member shall be subject to discipline by the Executive Board, if after full investigation it has been deemed appropriate. The member making false allegations shall be required to make a public apology of the Local's bulletin board or newsletter or both. Failing this, other sanctions may be taken. A repetition of the offence shall be subject to any penalty the Local may deem necessary in the case.

- (e) Members of the Union, in good standing, and covered by the classifications, as governed by the Collective Agreement, shall be permitted to vote in any matter whatsoever, and shall be permitted to attend any meetings of the general membership. Attendance in all other meetings of the local must be made by special request and approved by the Full Time Officers.
- (f) Any member holding an elective position of any kind in the Local wishing to resign, must submit his resignation, one regular meeting previous to its being acted upon, when, if

the Executive Board and Auditors report his accounts correct, his resignation may be accepted, providing no charges whatsoever have been laid against him.

- (g) No member shall solicit or ask for assistance or contributions of any kind, or shall hold fund raising events of any kind in the name of the Local without its consent, or shall induce the public to believe by any kind of misrepresentation that they represent this Local in fact or word.
- (h) No officer, member or employee of Local 1505 shall use his office, position or membership in the Local in such a manner as to bring discredit upon the organization, nor shall he speak on, publish, or cause to be published any matter in the name of the Local without the consent of the President Business Agent or their assigned designate.
- (i) Any member who may be intoxicated or guilty of rowdy and/or disorderly conduct at a meeting of the Local may be requested to leave by the presiding officer. Refusal to do so, will subject the member to whatever discipline the Local may decide.
- (j) It shall be the duty of every member to sustain the officers in the discharge of their duties.
- (k) No officer, representative, or member of Local 1505, under the authority of the Local, or attending to their duties as assigned as per the By-Laws, will not and shall not use such time, to carry out or attend to non-related Union Business or functions. Exceptions to be at the discretion of the President Business Agent or their designate.
- (l) Robert's Rules of Order shall stand at all Local meetings.

#### **ARTICLE FOUR**

##### **4-1 Officers**

The officers of the Local shall be:

President-Business Agent (fulltime)  
 Executive Vice President (fulltime)  
 Financial Secretary-Treasurer (fulltime)  
 Recording Secretary  
 Assistant Business Agent Maintenance  
 Assistant Business Agent Operating

All officers, with the exception of the Assistant Business Agents, shall be nominated and elected by the membership at large.

The Assistant Business Agent Maintenance shall be nominated and elected by maintenance members. The Assistant Business Agent Operations shall be nominated and

elected by operations members.

**NOTE: For purposes of these by-laws, operations members shall be those employed in the operations and treasury departments, maintenance shall be those employed in all other classifications. Brandon members are operations only.**

#### **4-2 Executive Board**

In addition to the Officers named in Article 4.1, the Executive Board shall consist of;  
 2 - Executive Board Members - Maintenance  
 2 - Executive Board Members – Operating  
 1 – Executive Board - Brandon

Members of the Executive Board representing maintenance members shall be nominated and elected by maintenance members. Members of the Executive Board representing operating members shall be nominated and elected by operating members. **NOTE:** For the purpose of these by-laws, operating members shall be those employed in the operating and treasury departments, maintenance shall be those employed in all other classifications. Brandon members are operations only.

#### **4-3 Duties of Officers and Office Hours**

The general hours of the Office shall be 08:00-16:00, Monday to Friday inclusive, Excluding statutory holidays. The hours of the office can be modified by the Executive as required and the membership will be notified of the changes. The hours of the officers are as defined in the by-laws, with adjustment for excessive time worked.

##### **(a) President-Business Agent:**

The President Business Agent (PBA) is the chief executive officer. It shall be the duty of the President Business Agent to familiarize himself/herself with the business of the Local and to preside at all meetings of the local and the Executive Board, to preserve order and enforce the Constitution and local by-Laws, to see that all officers and executive board members perform their respective duties and to appoint all committees not otherwise provided for. The PBA shall be a member ex-officio of all committees. They shall decide all questions of order, subject to an appeal to the membership. They shall have the right to vote only in case of a tie, when they shall cast the deciding vote and they shall announce the results of all votes taken. They shall enforce all fines and penalties. They shall call special meetings when required to do so by at least fifty (50) members.

The PBA shall sign all orders on the treasury for such money as shall, by the Constitution and Local By-Laws, or by vote of the Local be ordered paid; sign all cheques and drafts on the bank and perform such other duties as the constitution and Local Bylaws require. They will be furnished with a Union credit card for the purpose of union expenses only. They

shall carry out the instructions of the Executive Board and work in conjunction with the executive in supervising and managing the affairs of the local. Their office hours shall be (40) forty hours/week, Monday to Friday inclusive. They shall receive a vacation in accordance with their seniority and classification of the current collective agreement. They shall appoint duties to members of the executive board as they deem necessary. At the expiration of their term of office, they shall deliver to the local all property entrusted to his care.

The PBA shall be allotted an annual expense account as determined in the Local's budget approved by the Executive Board, for the purposes of promoting and extending the good will of the Local. Any individual expense expected to exceed \$250 must be approved by documented majority consensus of the membership. The expense account shall be accessible through union credit card whenever possible or the PBA may pay for such expenses out of pocket, and retaining all receipts, present them to the Financial Secretary Treasurer for reimbursement. All receipts and records to be retained by the Local.

The PBA shall see that all officers and executive board members perform their respective duties and shall authorize all lost time/hours of work, for officers, executive board or other members to carry out their L.U duties. All officers, executive board, and other members on business for the Local shall consult with the President Business Agent prior to and/or after taking action on behalf of the membership.

**(b) Executive Vice President:**

It shall be the duty of the Executive Vice President to assist the President Business Agent. In the absence of the President Business Agent, on "non-union" related matters, the Executive Vice President will assume the duties and wages of the President Business Agent. The hours of work of the Executive Vice President shall be under the direction of the President Business Agent and shall be 40 hours/week.

The Executive Vice President will be responsible for overseeing/assisting or referring all aspects of membership absences due to medical reasons. Duties include but are not limited to, WCB, Long/Term Disability, Canada Life, and Employment Insurance.

**(c) Financial Secretary Treasurer:**

It shall be his duty of the Financial Secretary Treasurer to keep a true and proper account of the membership of the local, collect all monies due and deposit same in the bank designated by the local, only to be drawn upon by draft or cheques signed jointly by the authorized officers. The FST shall make no disbursements without authorization of the President Business Agent. The FST shall, when authorized by the local and attested to by the President Business Agent, invest such monies as may be in excess of the amount required for current expenditures, in bonds, securities or interest bearing accounts. Such



investments shall be in the name of, and remain the property of the local. They shall obtain proper receipts for all payments and report to the meetings of the local the amounts collected and expended, and the balances on hand each month. They shall prepare a statement of receipts, expenditures, deposits, investments and balances and deliver his books to the auditing committee for audit, semi-annually, or when ordered by the local. They shall give a bond in such amounts as may be determined by the local.

They shall be allotted a working fund of fifty (\$50.00) dollars for the payments of incidental office expenses and emergencies only, and a record shall be kept of how the money is expended.

The Financial Secretary Treasurer's office hours shall be Monday to Friday inclusive. The hours of the Financial Secretary Treasurer shall be under the direction of the President Business Agent and shall be 40 hours/week.

The Financial Secretary must, with consultation of the Executive Board, prepare annual operating and capital budgets that will be submitted for approval by the Executive Board a minimum of 30 days prior to the budget year. This budget shall include all assets and liabilities held by the Local.

**(d) Assistant Business Agents:**

It shall be the duty of the Assistant Business Agents to monitor the day to day operation of their jurisdiction, maintain contact with the President Business Agent and make a report at the monthly Executive Board Meetings.

**(e) Recording Secretary:**

The Recording Secretary shall keep a correct account of the meetings of the Local and of the Executive Board. The Recording Secretary shall carry out the duties, as assigned by the President Business Agent and the Executive Board. At the expiration of their term of office, they shall deliver to the Local all property entrusted to their care. The local minute's book is to stay in the office. Payment for time needed to complete the transposition of minutes beyond regular hours worked may be authorized by the President Business Agent as per the constitution. The minutes of the Local union meetings shall be placed into the minute's book within 7 days of the meeting. This timeline can be extended by the President. In the event the Recording Secretary is absent for any reason, the President Business Agent may assign the duty to another officer or Executive Board member.

**(f) Local Records:**

Officers of the Local are instructed to preserve, in a safe place all past and current financial, membership, meeting and other important records of the Local, and are not to be

disposed of in any manner whatsoever. Failure to do this will be considered a dereliction of duty, to be dealt with by the Executive Board.

The President Business Agent, Executive Vice President and Financial Secretary Treasurer will be in possession of all primary keys pertaining to union affairs and Union office files, desks, lockers, etc., and in the absence of either officer the keys will be turned over to the acting officer. Additional access and distribution of keys will be authorized by the President Business Agent.

Brandon records for the current year and one previous calendar year are to be securely stored by the Brandon Committee. All other records are to be stored at the Winnipeg Local.

**(g) Full-Time Officers on call**

In the event of an emergency, a full-time officer(s) will be available at all times through the use of cell phones provided by the members. Cell phone numbers for the full time officers will be posted on the Executive Board list. When the full-time officers are away as delegates an authorized person shall be left with the on-call responsibility as required.

**4-4 Duties of Executive Board**

The Executive Board shall direct and conduct the affairs of the Local in conformity with these bylaws and the Constitution of the Amalgamated Transit Union. Such Board shall carry out the instructions of the Local and investigate all grievances and complaints of the members.

The Board shall appoint a Grievance Committee, who shall take up with the employer, with a view to adjustment, all disputes arising between the employer and the members of the Local. It shall pass upon all bills presented to the Local for payment. It shall meet regularly, prior to the meetings of the Local at a time agreed upon. Special board meetings shall be held at the call of the President Business Agent.

The Executive Board, on authorization of the Local, shall be empowered to engage such office help as may be required and subject to approval of the Local, fix the wages, hours and conditions of work as may be in accordance with accepted local trade union standards.

**4-5 Salaries of Officers and Executive Board Members**

**This section speaks to regular salaries of Officers and Board Members and will not apply to section 8.**

- (a) The President Business Agent will receive an hourly rate equal to the top rate in the collective agreement +15%. Future increases will be based on the same percentage or flat rate increase as the General Membership receives plus other contract wage

increments that may apply.

- (b) As of January 1, 2023, the Executive Vice President and Financial Secretary Treasurer will receive an hourly rate equal to 1.00/hr less than the rate that is received by the President Business Agent.
- (c) Other officers and Executive board members attending to executive board business on authority of the Union Office shall be paid (\$3.00) three dollars above their regular hourly rate for lost time or time worked.
- (d) Members other than Officers or Executive Board Members attending to union business on authority of the union office will be paid the equivalent of what he/she would have earned had he/she been at work. Members of Executive Board attending to union business on authority of the Union office will be paid their executive board rate for time worked.
- (e) The local is responsible for the payment and maintenance of its proportional share of any and all benefits listed in the general articles (ex: long service pay, license payment, pension, medical, dental, vision, etc.) that are associated with the member's seniority and not to be associated with benefits that are either operations or maintenance specific only.
- (f) Further that, for all newly elected Full time Officers as of January 1, 2008, if any benefits are partially paid by the City of Winnipeg, the Union is responsible to make up the difference only between what the City pays and what the benefit would have been paid by the Local in its entirety. The wage rate used to determine sick leave cash out calculations shall be the last rate earned when leaving office, or the classification rate earned on the last day worked, whichever is greater.

#### **4-6 Car Allowance**

The Full Time Officers will be paid a monthly car allowance of one hundred and fifty dollars (\$150.00) and 25c per kilometre for mileage accrued while of Local business.

#### **4-7 Wages of Scrutineers**

Members of the Balloting committee will be deemed Scrutineers for the purpose of elections and all other car house votes. Scrutineers of the Balloting committee will be paid the top rate of the Bus Operator classification.

- (a) The Chief Scrutineer will be paid (\$2.00/hr) two dollars per hour above the top Bus Operator classification rate.

- (b) Assistant Chief Scrutineer will be paid (\$1.00/hr) one dollar per hour above the top Bus Operator classification rate.

In accordance with Article 4-6, the Chief Scrutineer shall submit mileage for the performance of their duties. To be provided following the conclusion of the committee's responsibilities.

#### **4-8 Travel Allowance**

A member, as authorized by the PBA or his designate, to attend to business of the Local, will be reimbursed travel expenses at the rate per kilometre as determined by the Canada Revenue Agency (CRA) on January 1st of each year or as is reasonably changed by the Canada Revenue Agency (CRA).

### **ARTICLE FIVE**

#### **5-1 Nominations and Elections**

(a) Nominations will be received for the offices of President Business Agent, Executive Vice President, Financial Secretary Treasurer, Recording Secretary, two (2) Assistant Business Agents (one operations and one maintenance), and four (4) Executive Board Members (two operations and two maintenance), elected concurrently for a three year term.

Nominations and Elections will be conducted on the following basis:

- (i) Nominations will be received in the month of October at the regular monthly meeting of the local. Elections for the offices will take place in the month of December.
- (ii) Should it be found impossible to conduct and complete the nominations of officers at the regular meeting held in the month of October, as above provided, then in such event the nomination meeting shall be carried over to the November monthly meeting of the Local, such date to be affixed by the Local.

A member to be eligible for office must have been a member in continuous good standing their Local Union the two years next preceding the day of the nomination meeting. Members shall have credited/attended six (6) regular meetings each year during the twenty four (24) months prior to and including the nomination meeting, except in the case of a member being unable to attend, and granted credit in accordance with Article 6-1(j) of the Local bylaws and/or Article 14.2 of the International Constitution and General Laws (the duration of which would have prevented him/her from attending the required number of meetings).

All candidate nominations will require a nomination form to be filled out by the

nominator, seconder and nominee at the nomination meeting for the purpose of recordkeeping. In the event a nominee is absent from the meeting, such nomination shall not be entertained without written consent of the nominee. The written consent can be considered as valid for the purposes of completing the form. Each candidate will receive a package outlining important dates and any relevant information immediately after accepting nomination.

The nomination meetings shall appoint through nomination a minimum of twenty (20) scrutineers who themselves are not candidates. Should the nomination meeting result in an inadequate number of scrutineers being appointed the sitting President can appoint to fulfill the requirement. The term of the scrutineers will commence upon the conclusion of the nomination meeting and run for a three-year term. Each scrutineer will have their appointment confirmed by the end of the following week from the nominating meeting. They shall distribute, collect and count all ballots and see that all matters of the Local that require a car house vote are honourably conducted. The Chief Scrutineer shall ensure there are two (2) scrutineers present at any ballot collection site. Should it be found that the number of scrutineers is no longer sufficient during the elected term; the Chief Scrutineer will provide a list of eligible members to the President Business Agent for the purpose of filling the vacancy by appointment. Upon completion of the counting, the scrutineers shall report the results of the election. Copies of the report shall be posted at the places of work and the Local office. All duly appointed scrutineers shall constitute the Balloting Committee with the Financial Secretary/Treasurer providing oversight. After a nomination meeting has been conducted but prior to the candidate meeting, it is the Financial Secretary/Treasurer's responsibility to rent a P.O. Box.

(b) The President Business Agent shall have posted, notices of the meetings at which nominations shall be received, not less than seven (7) days prior to the meetings. No more than (7) days following the candidate meeting, there shall be posted on the bulletin boards, at the places of work and the union office, a list of candidates competing for election, together with a photograph and brief biography (biography relating to work experience and educational background) of each candidate and shall be listed in alphabetical order (last name governing). The photograph for each elected position shall be of a uniform size and style, paid for by the Local and the studio selected by the Local as required. Biography shall not exceed the space allotted on a standard biography format form provided to each candidate by the Local. A mailout of the above will commence promptly upon posting.

(c) A meeting with eligible candidates will take place involving the Chief Scrutineer and Assistant Chief Scrutineer following the deadline of biography submission for the purpose of discussing and approving the format of candidate biographies and ballots. They will review the voter's eligibility list and address any concerns they may have. This meeting is voluntary, will be done on a Sunday, and candidates will not be booked off. If a candidate is absent or unable to attend, they will be able to have a representative at the meeting in their place who is in good standing. Written approval ahead of time is required. At the end of the meeting each

candidate or their representative will sign off the approved formats.

(d) All nominees must have their biographies and photos completed by 16:00 hrs on the second Friday following the nominations meeting.

The election shall be held during the week of the second Friday in December, as the case may be, unless a period of less than seven (7) days has elapsed between the date on which nominations were completed and the election was scheduled to conclude, in which event, the following shall be the week of election.

Elections shall be by secret ballot. The election shall be held at the places of work and at the offices of the Local, and the polls shall remain open during such hours as shall permit each and every member of the Local an opportunity to cast their vote. When there is but one candidate for the office, the candidate shall be declared elected.

Other than provided in (b), no Union resources can be used for the purpose of campaigning of any kind, in addition all candidates must campaign outside Employer paid time.

#### **5-2 Directions for Voting**

All ballots must be marked with a clear indication of the voter's choice in the designated area on the ballot. An unmarked or improperly marked ballot may be deemed spoiled and documented in the results.

#### **5-3 Direction to Scrutineers**

Under the Canadian Voting System where two or more members are nominated for an office, the voter shall vote for only one. The member receiving the most votes shall be declared elected. Where two or more offices are to be filled, such as a member of the Executive Board each office shall be contested separately. Scrutineers must remain impartial during the service and will under no circumstances voice an opinion on the voting matters at hand. Such confirmed violations will result in the scrutineer being removed from the balloting committee for the duration of the term.

#### **5-4 Ballot Development**

The balloting committee shall determine the style and format of all ballots. With a purpose of general elections as follows:

- (i) All ballots must be numbered or water-marked, and uniform in nature
- (ii) Candidates of each position must be listed alphabetically, last name governing

### **5-5 Candidates' Observers**

All candidates are permitted an observer in the count room and during each open shift of polling station. No candidate can have more than one (1) observer at each polling location and at the counting of the ballots. A candidate cannot be an observer for another candidate. Observers will be determined at the candidates' meeting. Observers must be a member in good standing.

### **5-6 Election Challenges**

Any member who is entitled to vote may challenge the conduct or results of an election by filing, within ten (10) days of the counting of the ballots, a challenge to the incumbent FST to such effect. The incumbent FST shall submit the challenge and the results of their investigation for decision to the newly elected Executive Board, subject to final ruling by the membership. If the member issuing the challenge disagrees with the decision of the membership, they can submit an appeal to the International for a final ruling.

### **5-7 Installation of Officers**

Newly elected Officers shall assume the duties of their offices on the first of January, irrespective of their installation date. In the event of an office becoming vacant, nominations shall be called for at the first regular meeting, and the election shall be held at the following regular meeting unless the Membership rules otherwise.

The President Business Agent may appoint a past Officer to install Officers in their proper places at the Local meetings.

The retiring Officers shall see that their successors are duly placed in charge of their duties before the former shall be entitled to retire from their duties. No member of the Local shall be permitted to hold an office or place on the Executive Board unless fully paid up in dues. A member on leave-of-absence on returning to work will be considered to be in good standing, provided his union dues are paid up for the length of time he has been on leave of absence.

In order to provide for a smooth and efficient transition period, governing the positions of President Business Agent, Executive Vice President, and the Financial Secretary Treasurer, that, the two (2) weeks, preceding the installation meeting, shall be used as a training period for the incoming officers to familiarize themselves with their duties, the outgoing officers and officers elects shall be paid at the rate of the position they are assuming or vacating.

## ARTICLE SIX

### 6-1 Meetings

The Local shall meet regularly once each month at such places as shall be designated by the Local. There shall be a morning session, commencing at 10 A.M. and an evening session, commencing at 7:30 P.M. The morning and evening sessions shall constitute one meeting. The morning meeting shall be known as the charter meeting.

- (a) In Winnipeg twenty (20) members, including the President Business Agent and Executive, shall cumulatively, constitute a quorum at both sessions for transaction of business.
- (b) Brandon Committee shall constitute a quorum with six (6) members in attendance.

However, in the event no quorum is achieved, all actions of the Executive Board, which would have been reported to the membership, shall become final and binding upon the Local Union, without further action by the membership. Any action taken or motion initiated at any session other than the charter meeting, whether or not a quorum is present, shall be referred to the next monthly meeting for initial action. In the event of no quorum at the regular evening meeting being achieved the Executive Board may hold an "informational" meeting with Members in attendance to advise them what the results of the Executive Board were. As covered by the constitution and general laws of the International however no further action may be taken by the Membership with regards to matters brought up at that Executive Board meeting.

- (c) At the time of adjournment, the attendance sheets shall be closed, and, whether or not there was a quorum, those members present will receive a meeting credit.
- (d) Should the regular meeting day of the Local fall on a holiday, or for any other good and sufficient reason it is not possible to adhere to the regular meeting date, the Executive shall be empowered to set another date for the meeting, providing that seven (7) days' notice shall be given the membership, of the change in date.
- (e) Any member, who leaves the meeting before adjournment without sufficient cause or assent being given by the presiding officer will not be credited with attendance for that meeting. Any member who arrives late or leaves early shall have at least attended the meeting for a period of not less than forty-five (45) minutes, unless it is due to illness or regular work assignments.
- (f) The morning meeting shall stand adjourned at 1 P.M. and the evening meeting at 10:30 P.M. A Motion to extend the time shall have the support of two-thirds of the members present at the time the vote is taken.



- (g) A special or mass meeting may be called by a majority vote of any regular meeting of the Local or under special circumstances by the Executive Board. A special or mass meeting may also be called on written application to the Executive Board by no less than fifty (50) members. Notice of special or mass meetings shall be posted at least three (3) days previous to the meeting, except that the time may be varied during contract negotiations or at time of extreme necessity. All notices regarding special or mass meetings shall state the business of the meeting unless deemed inadvisable.
- (h) Not less than fifty (50) or a majority of members in any department wishing to hold a meeting to discuss matters affecting their department shall notify the President Business Agent, who shall in conjunction with the Union Stewards of such department, appoint a time and place for such meeting. The members of the Executive shall be notified and be eligible to attend. Any recommendation made or conclusions arrived at shall be subject to the approval of the Local before becoming effective.
- (i) Any Motion presented at the morning session of any meeting shall be brought before the evening session and should an amendment be made thereto, said amendment will carry only if the vote in favour of the amendment exceeds the vote on the motion at both sessions.
- (j) A member who is unable to attend a monthly union meeting due to his/her workshift, illness or injury, may apply to the Executive Board in writing, within fourteen (14) days after the meeting, for a meeting credit. The Executive Board, at their discretion, may give consideration to any request for meeting credits, which have been submitted, and special consideration may be given to any such requests, including those which have been submitted after the 14 day limit, and may approve any such requests.
- (k) When a special or mass meetings is called the time of these meetings shall coincide with those of the regular monthly meetings.

## **6-2 Order of Business**

- 1 Call to order
- 2 Nominations and Elections
- 3 Installation of Officers
- 4 Report of new members and deletions
- 5 Reading of Minutes
- 6 Financial report and audit
- 7 Notice of motion
- 8 Unfinished Business
- 9 New Business
- 10 Correspondence

- 11 Executive Board report
- 12 President Business Agent report
- 13 Executive Vice President report
- 14 Financial Secretary Treasurer report
- 15 Standing Committee reports
- 16 Special Committee report
- 17 Good and Welfare
- 18 Adjournment

### **6-3 Rules of Order**

- (a) The President Business Agent or in his absence, the Executive Vice President, shall take the chair at the time specified for regular or special meetings.
- (b) The Chairperson shall be privileged to debate upon all subjects by calling an Assistant Business Agent, or any member to the chair.
- (c) The President Business Agent shall decide all conflicts of authority between officers, except when he is a party to the conflict, when the Local shall decide.
- (d) Any member speaking shall rise and respectfully address the chair. He shall confine himself to the question and avoid personalities.
- (e) No Motion shall be debated upon until stated from the chair; it shall be in writing, at the request of two members, or of the Secretary, or of the presiding officer.
- (f) No motion to amend the Minutes shall be admissible, unless some err of fact be contained therein.
- (g) All communications shall be filed without vote unless other action is ordered.
- (h) When two or more members shall rise to speak at the same time, the presiding officer shall decide who shall speak first.
- (i) If any member, while speaking, shall be called to order, he shall resume his seat until it is determined whether or not he is in order, and if found out of order, he shall not be permitted to proceed unless by a vote of the Local.
- (j) No absent member shall be appointed to any Committee unless he or she has indicated in writing his or her willingness to serve nor shall it be compulsory for any member to serve on any two committees at the same time.
- (k) When the reading of any matter is called for and the same is objected to by any member,

it shall be determined by a vote of the members present.

- (l) No member shall speak more than once on the same question, except the mover and seconder of a Resolution, who may speak twice. A maximum of three minutes will be allotted with time being adjusted at the discretion of the chairperson.
- (m) A member speaking at the A.M. meeting shall be considered as having spoken once on the question and, unless the mover or seconder of a motion, shall not be permitted to speak on the question at the P.M. session until all others have spoken.
- (n) A majority vote shall decide all questions, except as provided for in the Constitution and General Laws.
- (o) No business shall be transacted at a special meeting, except that for which the meeting has been called.
- (p) When a Motion or Resolution is once moved, seconded and stated by the presiding officer, it belongs to the Local and cannot be withdrawn unless the mover desires to modify it, or substitute another or withdraw it from consideration, then he may be permitted to do so by Motion to that effect, made and passed by a majority of the members present.
- (q) No Motion or proposition on a subject differing from that under consideration shall be admitted under colour of amendment.
- (r) When a question is before the Local, no Motion shall be received, except (1) to adjourn; (2) to lay on the table; (3) for the previous question; (4) postpone definitely; (5) refer; (6) amend; (7) postpone indefinitely; these Motions have precedence in that order they stand arranged. The following privilege questions are not debatable, and have precedence in the order they stand arranged: (1) to adjourn; (2) to lay on the table; (3) for the previous question; (4) to leave matter pending a question; (5) to reconsider; (6) to refer to Executive Board. All questions of order arising after a Motion is made for the previous question shall be in order except: (1) when a member is speaking; (2) when a vote is being taken, and (3) when a Motion to adjourn has been navigated.
- (s) The previous question shall be put thus: "Are you ready for the Question?" and until it is decided it shall preclude all amendments and all further debate. It shall only be admitted when demanded by two-thirds of the members present.
- (t) Question shall be put in this form: "All in favour shall signify by saying 'AYE'," and after the affirmative vote is expressed, "All opposed say 'NO'" or the vote may be expressed by a show of hands, affirmative and negative.

- (u) If the Chairman is in doubt, or division is called for, the meeting shall divide; those in the affirmative of the question shall first rise from seats, and after, those in the negative; when the Secretary will count the members as they vote and report to the Chairman, who shall announce the result.
- (v) Should any difficulty arise on a point of order during a division, the presiding officer shall dispose of it by a preemptory decision, such decision being afterwards subject to correction.
- (w) No religious matter shall be discussed under any pretext whatsoever.

In the event of any appeal against the ruling of the chair and the appeal is sustained by that session, the meeting shall proceed with the consideration of the question under discussion, pending final disposal of the appeal.

Any point not covered in the foregoing rules will be governed by Roberts' Rules of Order, Revised.

#### **6-4 Changes in Working Conditions**

In all matters affecting the members as a whole or of a group where it is desired to vary or change an existing practise, such as sign-ups, vacations, etc.; and such a change does not conflict with the Constitution and General Laws of the Union, such desired changes shall be dealt with in the following manner:

A Notice of Motion shall be presented at a regular meeting of the Local and such Motion shall be tabled until the following regular meeting when it shall be lifted from the table and presented by the chairman to be debated and decided upon.

It shall require two-thirds affirmative vote of those voting to effect a change.

No less than seven (7) days prior to the monthly meeting at which a Notice of Motion concerning such matters as referred to above is to be dealt with, copies of the Motion on which Notice has been given shall be posted on the bulletin boards at the places of work and the Union Office.

#### **6-5 Emergency Executive Board meeting**

Upon written request of at least four (4) Executive Board members, the President Business Agent shall call a special meeting of the Executive Board. The request must specify the reason for the meeting and agenda. Meeting must take place within seven (7) calendar days from the request. This does not replace a regular Executive Board meeting.

## **ARTICLE SEVEN FINANCIAL AFFAIRS**

### **7-1 Initiation Fees**

Effective Jan 1, 2016 the initiation fees payable by new members joining the Local following the adoption of these by-Laws shall be twenty five (\$25.00) and can be increased annually should fees from the International cause this fee to be cost negative, except that the fee shall be set at two (\$2.00) dollars of other unions, where the Local has a reciprocal agreement in acceptance of Local members on a similar basis.

### **7-2 Dues**

- (a) The monthly dues of the local for active members shall be 1.5% of that member's regular gross earnings per pay period. The monthly dues of the Local for active members shall be 1.5% of that member's regular gross earnings pay per pay period but shall be at least the minimum dues as set out in the International Constitution and General Laws.
- (b) Effective on January 1, 1990, the Dues of Retired Members, desiring to retain membership in the Local Union, shall be as stipulated in the International Constitution and General Laws, and shall be the sum of \$2.00 per month for any pensioned member retired prior to January 1, 1993, and \$4.00 per month for any pensioned member transferred to pension status on or after January 1, 1993.
- (c) Members who are not receiving income from the Employer shall have dues reduced to match per capita tax set by the International Constitution and General Laws to remain a member in good standing.
- (d) The Dues of members, who leave the service and who wish to retain their membership in the Union, shall be as provided for in the Constitution and General Laws of the A.T.U.
- (e) The Brandon committee shall be reimbursed 15% of dues paid to the home Local, which will go to the Brandon General Fund for daily business. Balance to be paid out no less frequent than semi-annually.
- (f) All members of this Local shall pay the regular monthly Dues and Assessments as established by the Local.

### **7-3 Assessments**

- (a) Special Assessments may be levied by taking the following procedure:

"A Notice of Motion shall be presented at a regular meeting of the Local stating the

purpose of the Assessment and the amount. Notices shall be posted on the bulletin boards at least seven (7) days prior to the next regular or special meeting when the assessment is to be dealt with, setting forth the details of the proposed assessment. It shall require a two-thirds majority of the members voting at the meeting to approve an assessment. Action on assessments may be taken at any two consecutive meetings, regular or special.

- (b) All questions of whether or not to arbitrate grievances or disputes arising under a local union agreement shall be submitted to the decision of the Local Union. If the Local Union submits to arbitration, the Local Union shall proceed to arbitration in accordance with the terms of the Collective Agreement, and the costs of such arbitration shall automatically be assessed on an annual basis implemented on the first full pay period in April, on a per capita basis among all affected active members of the Local Union. Each assessment must be supported by proper vouchers and receipts. The amount and duration to be determined by the outstanding legal fees paid. Brandon membership will form part of the legal assessment initiated by the home local when Brandon grievance/arbitration forms part of the assessment. Retirees and members on disability, and active members of the Local Union not employed under the Collective Agreements shall not be subject to assessment. Assessments under this section shall constitute dues owed to the Local Union by each active member affected and shall be collected by the Local Union without authorization of, or action by the membership of the Local Union. This per capita assessment will also apply to legal fees and court costs incurred by the Local Union for any questions or disputes not covered by the Collective Agreement.
- (c) A member allowing himself to become suspended shall be required to reinstate himself by applying to the Financial Secretary Treasurer and paying all back Dues and Assessments as defined in the International Constitution.
- (d) A member in arrears is not entitled to any benefits or the protection of the Local in any manner what-so-ever.
- (e) All monies received by the Local for Initiations, Dues, Fines and Assessments or from any other source, shall at once become and remain the property of the Local.
- (f) Withdrawal Cards will be issued on request and subject to the provisions of the International Constitution and General Laws.

#### **7-4 Donations**

Requests for donations must be submitted in writing and if approved will only be granted on a one time basis annually (Jan 1<sup>st</sup>-Dec 31<sup>st</sup>). The annual cap will be determined through the operating budget process. Donations will be distributed with the following limits:

- (a) Labour Affiliates – to a maximum of one thousand (\$1,000.00) dollars,
- (b) Outside Organizations – to a maximum of five hundred (\$500.00) dollars,

- (c) Member Associated – to a maximum of five hundred (\$500.00) dollars.

**7-5 Assistance**

- (a) Requests for financial assistance will only be considered, either to the maximum of five hundred (\$500.00) dollars or the equivalent costs of special needs, and if approved will only be granted on a one time basis annually (Jan. 1 to Dec. 31), and excludes appeals for strike assistance.
- (b) Members in receipt of wages or wage make-up pay, and has his/her Local Union dues deducted by the Employer, shall not be entitled to have those dues refunded in any manner.
- (c) The Local may provide comfort for the sick and needy. A gift as deemed appropriate will be supplied to the sick and needy once during their illness, and if they have been off sick in excess of two weeks, at the discretion of the Office this can be adjusted.
- (d) Strike assistance requests from other ATU locals must be submitted in writing. Up to a maximum of two (\$2.00) dollars per active member based on Local 1505's most recent International report.

**ARTICLE EIGHT**

**8-1 Delegates to Conventions, Seminars and Schools**

- (a) Delegates to the ATU International Convention will be elected in accordance with the provisions of the Constitution and General Laws of the ATU
- (b) The President Business Agent, Executive Vice President, Financial Secretary Treasurer, Recording Secretary, Assistant Business Agents, and Executive board members in that order, shall, by virtue of their office be the first delegates considered to attend all conventions, except the ATU International Convention, and conferences to which the Local sends delegates. Other than fulltime officers of the Local, additional delegates will be on a rotating basis, alternating between operating and maintenance. In the absence of the full time officers on union business the Local office will be attended by at least (1) Executive Board member (on a rotating basis) during an absence in excess of 2 days or more.
- (c) The selection of any additional delegates shall represent both operating and maintenance sections on a rotating basis. Where possible a maintenance alternate will replace a Maintenance delegate and an operations alternate will replace an operations delegate. In the event that no alternate delegates have been named, the Executive Board shall be empowered to name necessary alternate delegates.

- (d) Notwithstanding the foregoing, additional delegates in order to be eligible to attend conventions, other than the ATU International Convention, seminars or schools on behalf of Local 1505, must be members of Local Committees or delegates to other affiliated labour bodies where Local 1505 has members acting on behalf of this Local.
- (e) For conventions, seminars and schools held within the City of Winnipeg, a per diem allowance of thirty (\$30.00) dollars will be allowed to each delegate.
- (f) For conventions, seminars or schools held outside the City of Winnipeg where board and room has been prepaid, a per diem allowance of forty (\$40.00) dollars plus travel expenses will be allowed to each delegate. Where board and room has not been prepaid, a per diem allowance of one hundred (\$100.00) dollars, plus travel expenses, and the cost of single accommodation will be allowed to each delegate. The per diem for day trips outside the City but inside the province be established at fifty (\$50.00) dollars per day.
- (g) The Designated Pension Trustee will have education registration paid for up to an amount of \$500.00 annually. Any further costs will go to the Executive Board for approval.

Full time officers and Executive Board members shall be paid at their executive board rate when attending training, seminars, schools and conventions. All other delegates attending training, seminars, schools and conventions will be paid at their regular work rate. Delegates sent on behalf of the union to conventions, schools and seminars will be paid for all their time worked while away. In the event the function is held in the United States, the accommodation and per diem allowance will be paid in U.S. funds. Delegates travelling to the United States will have the cost of an International roaming plan paid for on their personal cell phones while on paid Union business.

Actual expenditures for ground transportation to and from airports, train or bus stations, plus fares for taxis used for union business may be claimed.

The Financial Secretary Treasurer shall book accommodations and purchase tickets for the appropriate mode of transportation at the most direct/economical rate available at the time of purchase. Any cost associated with cancelation or changes to these tickets that is beyond the control of the individual(s), shall be borne by the Local. A delegate choosing an alternate mode of transportation shall be reimbursed actual expenses not to exceed the cost of the most economical airfare available to the Local.

## **8-2 Delegate Reports**

Delegates attending conventions, seminars and schools as a representative of the Local will be required to provide to the Executive Board, a written report requiring; the name of the course, information gained, how you rated the course, and if the course is recommended. The



written report must be submitted to the Executive prior to the conclusion of the first Executive Board meeting following the event attended. These reports will be filed with the Local and can be drawn upon in the future for any reason. Delegates failing to adhere to this article will not be permitted to attend the next similar event, other than the ATU International Convention, until the full detailed report for the previous event has been submitted.

## **ARTICLE NINE**

### **9-1 Trials, Appeals and Grievances**

Trials, Appeals and Grievances will be conducted in accordance with the Constitution and General Laws of the A.T.U.

## **ARTICLE TEN**

All committees governed by this article (with the exception of the Workplace Safety and Health committee(s), as they are governed by the provincial legislation), shall carry out their duties as directed, in their respective sections, as outlined and covered under the bylaws, and shall report all recommendations or matters to the Executive Board, who if deemed appropriate shall present those findings or ruling to the Membership for concurrence or rejection. All efforts will be made to have diverse representation within the committees.

### **10-1 Negotiation Committee**

The Committee shall consist of the three (3) full time officers and three (3) Executive Board members of the Local. The full-time officers shall have the authority to add any member it deems necessary to this committee. The committee shall report all of its findings and recommendations to the Executive Board and Local for decision. Each member of the committee will be permitted to submit receipts for reimbursement of meal allowance to a maximum of fifty (\$50) dollars if total meeting time is in excess of ten (10) hours for the purpose of providing for dinner. This benefit will not be in effect if per diem is already provided.

Brandon negotiation committee shall be as per the Brandon Collective Agreement.

### **10-2 Grievance Committee**

The committee shall meet monthly and consist of the President Business Agent, Executive Vice President, Recording Secretary, Chief Union Steward and the Assistant Business Agents. The committee is to determine if a filed grievance has merit or should be dismissed. The committee has the authority to advance any grievance to the final step prior to arbitration. The member(s) filing the grievance will be provided the ability to review the active grievance at any time prior to voting its arbitration status. The committee shall report all of its actions to the Executive Board and the Local. Authority must be received from the Local before submitting any grievance to

arbitration. The President Business Agent in consultation with the full time officers shall have the authority to decide who is required to attend a grievance or arbitration hearing.

\*Brandon committee chairperson will sit on and attend this committee when there are grievances/arbitrations originating from the City of Brandon.

### **10-3 Workplace Safety and Health Committee**

The Local shall elect, or appoint two (2) Safety Committees comprised of:

- one (1) Operating Safety Committee.
- one (1) Maintenance Safety Committee.

Each committee shall conform to the guidelines established in the Manitoba Workplace Safety and Health Act.

The Chairperson(s), who shall be elected from within the appropriate committee, shall report directly to the President Business Agent (or Designate), prior to making any decision\* or agreements, which would have a direct affect on the member's working conditions or rights as outlined in Section 6.4 of the L.U. By-Laws.

\*If an issue is not governed by the Workplace Safety and Health Act, the Chairperson(s) shall confer with the President Business Agent (or Designate), to determine direction.

### **10-4 Union Stewards Committee**

The Local shall accept a sufficient number of Union Stewards necessary to ensure that the work of the Local in receiving and handling grievances and complaints will be carried out with a maximum of dispatch. All Union Stewards having completed the necessary requirements will be provided with a distinctive badge and will be instructed on the Constitution, bylaws and collective agreement. They shall keep in touch with the Chief Union Steward and Union Office in order that they will be able to carry out their duties in the most efficient manner. The Chief Union Steward will be selected from within the union steward system and report monthly to the Executive Committee.

The union steward committee having local authority as a committee shall govern themselves with the objective of creating a better working relationship between Management and the Local Union. Any Union Steward who discredits the Local union or hinders this committee's objectives will be dealt with by the Committee.

The stewards committee will be allowed an annual budget of not less than twenty five hundred dollars (\$2500.00) to allow the stewards to send its members to any education they deem is appropriate. Additional funds if needed can be requested and approved by the membership. This budget must be used in a fair manner and in conjunction with the requirements as per the Local bylaws for persons to attend education courses. This budget must

be voted on and passed by the Stewards at a regular Stewards Committee meeting. This fund is for education only and can be challenged by the stewards or the President Business Agent if they feel it is being used for something other than education.

Each union steward will be provided with a monthly honorarium of fifty (\$50) dollars, provided the following responsibilities are met each month. To be eligible to receive the honorarium the steward must attend the Stewards meeting and Regular Membership meeting for that month. They must also contact the local office in accordance with the Stewards By-Laws and provide a detailed written report of their activities for the month.

The table officers (or their designee) of the Stewards committee will serve as Union representatives on the Accident Adjudication committee.

### **10-5 Social Committee**

The Social Committee shall consist of an officer of the local, an Executive Board member, a shop steward and an amount of the general membership not to exceed ten (10) members on the committee. The Committee members will organize and conduct an annual Summer Picnic, Children's Christmas Party, Annual banquet, and any other event that promotes the solidarity for the membership.

As positions become vacant, new members upon application to the Local, may be accepted on to the committee. The committee shall prepare and submit a full written financial statement, prior to May 1<sup>st</sup> to the Executive Board, outlining the total income and costs incurred to conduct the annual events of the preceding year. The financial affairs of the committee will be under the control of the Local.

The social committee shall make every attempt to make the annual summer picnic and Children's Party self-sufficient on a cost/income basis. If the committee elects to hold the annual events but fails to make the functions run on a no cost basis, the overage shall be derived from the Local's general funds.

Any function not covered in this article will be put forward to the Executive Board for a decision.

### **10-6 Scholarship Committee**

The Local shall appoint a sufficient number of members to a Scholarship Committee. These members will administer the ATU 1505 Scholarship Program. The Scholarships will be two (2) five hundred (\$500.00) each and paid by cheque directly to the College, University or Vocational school in this amount. Criteria for the scholarship shall be as follows:

1. Applicants must be either:
  - Applicants must be an ATU 1505 member in good standing or

- The child (whether natural or adopted) or stepchild of a member or of a deceased member of ATU 1505 who was in good standing at the time of his/her death.
  - An adopted child or grandchild of a member of ATU 1505 in good standing. Applicants must be high school seniors planning to enter college, university or post-secondary vocational School for the first time following graduation.
  - Or previous high school graduates that have never attended college.
2. Scholarships are not available to the following persons:
- Those who do not intend to work without interruption toward a degree or graduation from technical or vocational school.
  - Those who are attending or have already attended college, technical or vocational college or university.
  - Those who are fully funded for tuition, fees and books from other sources. Application procedure and selection of recipients will be determined by the Scholarship Selection Committee. Members of the Selection Committee will NOT include any officers of the Local but rather local labour leaders and academics in conjunction with the Scholarship Committee.

#### **10-7 Political Action Committee**

The committee shall be composed of four (4) members of the Local appointed by the President Business Agent.

It will be chaired by the President Business Agent or their designate who shall instruct the committee members in their duties. They will gather research on and formulate opinions about candidates in Municipal, Provincial and Federal elections, and shall report their findings to the General Membership.

#### **10-8 Winnipeg Labour Council Committee**

Each year the Local shall elect its full quota of delegates and alternates to the W.L.C. as established in the W.L.C. By-Laws.

#### **10-9 Audit Committee**

The Audit Committee shall consist of three (3) members, two (2) from the operating section and one (1) from the non-operating section.

Effective, with the Nominations and Elections to be held in November the three (3) members shall be nominated and elected in conjunction with the Local Nominations and Elections. The term of three years each, shall coincide with the three year term of the Officers & Executive Board. All terms to commence and expire in conjunction with the Installation Meeting. In the event an Auditor is replaced prior to the expiration of their term, replacement shall be for

the balance of the unexpired term, and only under these circumstances the replacement shall be nominated and elected during a monthly meeting. In the event that no members are nominated from either section, that position shall be appointed by the PBA. In accordance with the International Constitution, the three elected auditors, together with the President Business Agent shall constitute the Audit Committee and carry out their duties.

#### **10-10 Media Committee**

The President Business Agent, Executive Vice President and Financial Secretary Treasurer shall constitute the Media Committee and shall give such information to the media as they deem advisable, it being further provided that the membership, in any meeting, can rule that no official statement shall be given out. Should it be proven that any member, other than the Media Committee gave out information, said member or members shall be dealt with in a manner decided by the Local.

#### **10-11 Brandon Committee**

The Brandon Committee shall consist of a Chairperson, Vice-Chairperson and a Recording Secretary-Treasurer. These positions will be determined by nomination and election by the Brandon membership. This committee reports directly to the President Business Agent.

All costs and expenses for this committee will be paid by the Local. The Chairperson of the Brandon committee will have standing as an executive board member of the Local.

#### **10-12 Sick Benefits Committee**

Will consist of the Executive Vice President, the Financial Secretary Treasurer, one (1) Executive Board Operations and one (1) Executive Board Maintenance that will look at improvements/changes to the existing sick pay plan. The committee will oversee and assist members with the transitions from provider to provider. The committee will monitor and communicate with members off benefits to encourage that they remain members in good standing.

Members can submit to the committee a request for assistance in acquiring specialized medical equipment to support with returning to work.

#### **10-13 Balloting Committee**

The committee shall be formed from the duly appointed scrutineers resulting from the nomination meeting. The Financial Secretary Treasurer by virtue of their positions shall oversee the election process. The Chief Scrutineer and Assistant Chief Scrutineer will carry out the election process including all car house votes.

(i) The Chief and Assistant Chief Scrutineer shall be nominated and elected from within and

by the balloting committee only.

- (ii) All duly appointed scrutineers will be permitted to present themselves for consideration for the positions of Chief and Assistant Chief Scrutineer. Voting will be concluded on the Friday of the first full week following the nomination meeting.
- (iii) All votes must be documented to be considered valid. Those not casting a vote in this manner, by the established deadline, will be deemed to have abstained from voting.
- (iv) If a Scrutineer decides to run for an elected position during a term, they will be removed as a scrutineer for the remainder of that term.
- (v) In the case the Chief Scrutineer is unable to perform their duties (sickness, etc.) the Assistant Chief Scrutineer will assume those responsibilities and the Scrutineers will elect a new Assistant Chief Scrutineer.

The position of the Chief Scrutineer will be responsible to oversee the following throughout the voting process.

- (a) With the support of the Assistant Chief Scrutineer, they will approve the final draft of the voter eligibility list, candidate biographies, voter ballots, scrutineer instructions, ballot box seal form confirmation, ballot box transportation forms confirmation, voter booth, numbered ballot box seals, voting station supplies (pencils, pens, voter's list, unfilled ballots, etc.), scrutineer schedule.
- (b) Responsible for the security and transportation of the ballot box between voting locations. The ballot box will be logged, sealed, tagged and the ballot box transportation forms will be signed by the scrutineers at the respective site.
- (c) To ensure the polling stations are open for the entirety of the posted polling hours listed on the election notice.
- (d) To oversee the counting of the ballots by the scrutineers, ruling on the validity of ballots (spoiled with reason written on back of ballot), balance votes cast with voter list, provides scrutineer instruction at the time of counting, compile results and report them to the PBA, pack and seal all election materials in accordance with the International Constitution and General Laws.
- (e) Investigate complaints of scrutineer conduct and report them to the PBA.
- (f) The Ballot Box must remain secured at the Union Office in between voting and while in storage. This will also apply to the Ballot Box designated for mail-in ballots.

- (g) Will be responsible to check/collect the off-site PO box (may include alternate drop points) for mail in ballots no less than every second day. PO box will have 24-hour security access. Final check must be done at 15:00 on the last day of voting.

#### **10-14 Building/lease committee**

Will consist of 5 positions: Financial Secretary Treasurer, 1 Executive Board member representative from both Operations and Plan and Equipment, 1 rank and file member from both Operations and Plant & Equipment. Duties will be to research, review and manage property assets, expenses, revenue (external uses), maintenance, contracts, permits, legal matters, tenants, parking, and any other matters that arise.

Recommendations will be brought forward to the Executive Board and regardless of the decision, the recommendation will still be brought to the members at the General Monthly meeting for final decision.

#### **10-15 Confidentiality**

Committee members are to keep themselves in good standing. They will not reveal any private business of the Local to anyone not entitled to same. Should any committee member be proven to have broken this confidentiality, that person will be immediately removed from committee service by the Executive Board for a period to be determined by the members and may be subject to other sanctions and penalties.

### **ARTICLE ELEVEN**

#### **11-1 Global/Regional/Local Events**

In the event a governing body imposes restrictions that impact the normal operation of the local and local union meetings are cancelled in accordance with the International Constitution, the following guidelines and authorities may be implemented by majority decision of the Executive Board:

- (a) All general meetings of the membership will move to online informational membership meetings. All members will be granted credits for above meetings in accordance with the Local bylaws and International Constitution.
- (b) All decisions to arbitrate can be determined by the Executive Board pending recommendations from the lawyer, grievance committee, shop steward initiating grievance and member (if applicable).

- (c) Major voting events of the local (i.e. contract negotiation and elections) will be conducted strictly by mail in ballot.
- (d) Candidates during the election process can self-declare their intent to run for a position by written (email, paper in person, paper dropped in mail, etc.) notification. Nomination must be received no later than the commencement of the nomination meeting.
- (e) In the event where the FTO(s) is unable to carry out duties due to uncontrolled circumstances (i.e. travel restrictions or government imposed restrictions), the executive board will come together and make an emergency provision to allow business to return to normal.

## **ARTICLE TWELVE**

### **12-1 Amendments to By-Laws**

In the event that it is desired to amend these By-Laws, the member shall give written Notice of Motion, at a regular monthly meeting of the Local and the Notice of Motion shall set forth in detail the amendment desired.

The Notice of Motion shall be tabled until the following regular monthly meeting, when it shall be lifted from the table, by the chairman and presented to the meeting to be debated and decided upon.

For the purpose of affecting an amendment to the By-Laws, it shall require a two-thirds affirmative vote of the members present, voting in favour of the amendment.