

December 2017



**CONSTITUTION AND BY-LAWS
OF THE
KINGSTON INDEPENDENT NYLON WORKERS UNION**

ARTICLE I – DEFINITIONS

“UNION” – means Kingston Independent Nylon Workers Union.

“BY-LAWS” – means the rules and regulations governing the administration of the Union and the duties and authorities of those responsible for such administration. Nothing in the By-Laws shall be deemed to abrogate any clause in this Constitution.

“EMPLOYEE” – means a person employed, but does not include a person who exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations.

“MEMBER” –means a member of the Union.

“MEMBER IN GOOD STANDING” – means a member of the Union whose dues are not in arrears and who is not currently under suspension.

ARTICLE II – NAME

2.01 This organization shall be known as the “Kingston Independent Nylon Workers Union”.

ARTICLE III – PURPOSES

Recognizing the necessity for maintaining an organization to regulate relations between the employees and the employer(s), the Union is constituted and adopted to:

- 3.01 Unite all the employees together in one organization, completely under the control of its members, and capable of taking common action in any matter which affects the welfare of the employees;**
- 3.02 Work through collective bargaining toward the best possible working conditions for the employees, having regard to the best interest of labour generally;**
- 3.03 Conclude collective agreements with the employer(s) covering wages, benefits, hours of work, seniority, grievance procedure, and other working conditions;**
- 3.04 Provide means whereby the members shall be fully informed regarding their obligations and privileges under the terms of any Collective Agreement and under this Constitution and By-Laws;**
- 3.05 Provide regular channels for the settlement of employees' grievances;**
- 3.06 Promote and maintain co-operation and mutual understanding between the employer(s) and the employees on all matters of common interest;**
- 3.07 Conduct the affairs of the Union in compliance with any applicable laws which have been, or may be, enacted;**
- 3.08 To secure through legislation, laws and regulations beneficial to the working, economic and social conditions of our members at community, provincial and national levels.**

ARTICLE IV – MEMBERSHIP

- 4.01 ELIGIBILITY** – The membership in the Union shall be open to all employees (as defined in Article I), regardless of race, creed, colour, age, sex, marital status, nationality, ancestry, place of origin or sexual orientation.
- 4.02 APPLICATION FOR MEMBERSHIP** – Any employee, as defined in Article I, may apply for membership.
- 4.03 MEMBERSHIP CARD** – A membership card, signed by the Recording Secretary, shall be issued upon receipt of the completed application for membership.
- 4.04 TERMINATION OF MEMBERSHIP** , - Membership in the Union shall automatically terminate when a member has been expelled from the Union, laid off, terminated, resigned his/her position with an employer(s) for whom the Union holds or is seeking bargaining rights, or when a member is promoted to an ineligible position, or a position excluded from the bargaining unit in the Collective Agreement between the Union and the employer(s). When any lay-off, resignation or termination is the subject of a grievance, pursuant to the Collective Agreement between the employer/s and the Union, membership does not terminate until such grievance has been determined. However, the member shall not be required to pay dues while the grievance is being processed.
- 4.05 CHARGES** – Any member in good standing may charge another member with any of the following offences:
- (a) improper conduct at meetings;**
 - (b) unauthorized use of office, records or information of the name of the Union for personal gain or advantage;**

- (c) unethical practice and/or conduct detrimental to the purposes of this Union;**
- (d) negligence or dereliction of duties;**
- (e) embezzlement, misappropriation or misuse of Union funds, property or effects;**
- (f) libel or slander against the Union, members, officers or valid decision(s) of the Union. Nothing in this section precludes airing opinions through parliamentary procedure at Union meetings;**
- (g) improper practices in elections;**
- (h) unauthorized work stoppages.**

All charges must be in writing and signed by the charging member who shall certify that he/she has personal knowledge of the facts which form the basis of the charges. All charges shall be specific, stating clearly, concisely and as accurately as possible the time, place, nature and circumstance of the offence alleged, including the clause of the Constitution which is alleged to be breached. All charges shall be filed with the Recording Secretary of the Union within thirty (30) days of the discovery of the alleged offence.

4.06 TRIAL BOARD AND PROCEDURE

- (a) The Union shall have a Trial Board which shall have the power to impose penalties upon members found guilty of charges in accordance with the Constitution. Such penalties shall include fines, suspensions and expulsion.**
- (b) The Trial Board shall consist of the three (3) Trustees of the Union. In the event that any of these Trial Board members are the charging or charged member, or are witnesses in the Trial Board proceedings, or are involved in the outcome of the**

proceedings, a conflict of interest shall be declared and they shall be ineligible to serve on the Trial Board.

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As well, any of the Trial Board members may themselves declare a conflict of interest and not serve. In the event that a conflict of interest is declared with respect to a Trial Board member, he/she shall be replaced by one of the Stewards. The Stewards to sit on the Trial Board shall be selected in an unbiased manner.

- (c) The Trial Board shall elect among itself which Trial Board member shall preside.
- (d) Within forty-five (45) days of the filing of the charges with the Recording Secretary, a date for the Trial Board shall be determined. All parties shall immediately be notified by registered mail at their last known address, or by a Trial Board member, providing the date, time, and place of the Trial Board, together with a copy of the charges to be heard.
- (e) The Trial Board shall proceed on the date set. The date of the Trial Board may be adjourned upon the agreement of the charged and charging member. In the event that the charged and charging members are unable to agree to an adjournment, either party may write the Trial Board, care of the Recording Secretary, requesting the adjournment and setting forth the reasons why it is necessary. The party requesting the adjournment must provide a copy of its request for the adjournment by registered mail to the other party which opposes such adjournment. The Trial Board will not make any decision on the requested adjournment until five (5) days from the receipt of the request in order to provide the other party with an opportunity to make his/her submissions in writing with respect to the requested adjournment. The five (5) day period may be abridged by the Trial Board if necessary.
- (f) The charged party and the charging party may call witnesses before the Trial Board and may either present their own case or be represented by counsel of their choice. All parties to these

proceedings shall pay their own costs and the fees and expenses of witnesses they call and of their representative.

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- (g) In the event that the charging party does not appear at the Trial Board on the date designated in the notice, the charges will be dismissed. In the event that the charged party does not appear at the Trial Board on the date designated in the notice, the Trial Board may proceed in his/her absence.**
- (h) After hearing all of the evidence and representations of the parties, the Trial Board shall issue a decision in writing within forty-five (45) days from the conclusion of the Trial Board proceedings. A copy of the decision shall be sent by registered mail to all parties at their last known address, or delivered by a Trial Board member.**
- (i) In the event that the charged party is found guilty of the charges, he/she may appeal within fifteen (15) days from the date of mailing of the decision by writing to the Executive Committee of the Union (excluding the three (3) Trustees) in care of the President setting forth the basis of such appeal. The appealing party must provide a copy of this appeal by registered mail to the other party at their last known address. The Executive Committee (excluding the three (3) Trustees) shall not decide the appeal until ten (10) days after the receipt of the appeal in order to provide the other party an opportunity to make submissions in writing with respect to the appeal, with a copy provided to the appealing party at their last known address. In the event submissions are received from the other party, the Executive Committee (excluding the three (3) Trustees) shall not decide the appeal until ten (10) days after receipt of such submissions in order to provide the appealing party an opportunity to make reply submissions in writing with a copy to the other party. The appeal will be determined by the Executive Committee (excluding the**

three (3) Trustees) in their sole discretion. All decisions of the Executive Committee (excluding the three (3) Trustees) shall be final and the President shall notify all of the parties of the decision in writing.

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4.07 AUTOMATIC SUSPENSION AND EXPULSION

In addition to the foregoing, members shall be:

- (a) Except as otherwise provided for herein, automatically suspended upon arrears of dues for three (3) consecutive months. All affected members shall receive a registered letter from the Union prior to the conclusion of the three (3) consecutive months advising them that they are in arrears of dues and will be suspended upon the conclusion of the three (3) consecutive month period. All affected members shall be deemed to have received the registered letter five (5) days after its mailing.
- (b) Automatically expelled upon a suspension continuing for twelve (12) consecutive months. All affected members shall receive a registered letter from the Union prior to the conclusion of the twelve (12) consecutive month period advising them that they will be expelled upon the conclusion of the twelve (12) consecutive month period. All affected members shall be deemed to have received the registered letter five (5) days after its mailing.

4.08 REINSTATEMENT

- (a) Any member who has been suspended or expelled from the Union may be reinstated by the Executive Committee upon such terms and conditions as the Committee, in its sole discretion, deems appropriate in the circumstances.
- (b) Any employee who has previously been a member in good standing of the Union, but whose membership was

terminated due to lay-off or promotion to an ineligible position, shall, upon resuming status as an employee, be required to complete an application for membership in the Union.

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4.09 MATERNITY, PATERNITY AND ADOPTION LEAVE – Any member in good standing of the Union who is granted a maternity, paternity or adoption leave by the employer(s) shall retain his/her membership during the period of such leave, without payment of regular membership dues for the duration of such leave. However, upon the return from such leave, full payment of dues for the period of the leave must be paid.

ARTICLE V – FINANCES

5.01 REVENUES – The funds necessary to operate the Union shall be derived from:

- (a) Monthly dues which shall be an amount equivalent to two (2) hour's pay at that employee's regular straight time hourly rate as provided in the Collective Agreement between the Union and the employer(s) in effect from time to time;
- (b) Interest on investments and money on deposit.

5.02 No remuneration shall be paid to members of the Union except as may be permitted by the Constitution or the By-Laws enacted from time to time; however, remuneration of any employees of the Union shall be paid as contracted for and in accordance with any wage, compensation or taxation legislation and regulations.

5.03 Reasonable expenses incurred by members during the course of Union business, as authorized by the President, will be paid to them subject to the approval of the Executive Committee.

- 5.04 Stipends may be paid to officers of the Union as determined by the Executive Committee and approved by the majority of the members present at a General Membership Meeting.**
- 5.05 Lost time wages shall be paid to employees who incur such loss of wages during the course of Union business as authorized by the President.**

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5.06 All expenditures of Union funds shall be of direct benefit to the Union, and in conformance with the intent and purposes of the Union as outlined in this Constitution.

5.07 All revenues will be divided into separate funds as follows:

- (a) Reserve Fund;**
- (b) Current Expense Fund;**

and such other funds as the Executive Committee may deem necessary from time to time.

5.08 The Executive Committee shall be responsible for directing the proportion of Union monies to be placed in each fund and may, in its discretion, transfer money between funds. Those responsible for handling any money may be bonded. Monies of the Union shall be invested in deposits of financial institutions insured with the Canada Deposit Insurance Corporation, up to the maximum permissible insurable amount, or in any form of security issued by the Government of Canada or any Province of Canada.

5.09 Any money comprising the Reserve Fund of the Union, or any other fund, with the exception of expenditures under Articles 5.11, 5.12 and 5.13 may be expended on expenditures deemed appropriate by the Executive Committee, including the purchase, renovation or alteration of any land or buildings for a Union hall. Further, the Union may borrow money or mortgage or charge or pledge property of the Union in respect of the purchase, renovation or alteration of any land or buildings,

provided that no such mortgage or pledge shall be undertaken without first obtaining the approval of the General Membership of the Union at a membership meeting.

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- 5.10** Any money comprising the Current Expense Fund shall be deposited in an account(s) with a recognized Canadian financial institution(s) with which deposits are insured to the maximum permissible under the federal or provincial laws. Any surplus in this fund will be deposited in the Reserve Fund or the other funds at such time as the Executive Committee may, in its sole discretion, direct.
- 5.11** All disbursement of Union monies from the Current Expense Fund must be approved by the Executive Committee, and such disbursements must be made by cheque, to be signed by any two (2) of the following three (3) signing officers: the President, the Vice-President, or the Treasurer.
- 5.12** Notwithstanding the foregoing, in the event that a strike is approved, pursuant to Article 13.04, the Executive Committee shall automatically be empowered, in its sole discretion, to withdraw any or all monies from any or all of the Reserve Fund, the Current Expense Fund or other funds for the purpose of supporting any such strike, provided that at least One Hundred Thousand Dollars (\$100,000.00) remains at the conclusion of any such strike, such amount to be deposited in (or transferred to if necessary) the Current Expense Fund.
- 5.13** SPECIAL ASSESSMENT – Upon the conclusion of any strike, the regular membership dues, as defined in Article 5.01 (a) shall be automatically increased by one (1) hour's pay at that employee's regular straight time hourly rate per month, as provided in the applicable Collective Agreement and such increase shall continue in full force and effect until such time as

the monies in the Reserve Fund, the Current Expense Fund and other funds return to their pre-strike level.

- 5.14 An audit of the Union's financial affairs will be performed by a qualified chartered accountant at the end of each fiscal year and special audits by a qualified chartered accountant may be performed as the Executive Committee, in their sole discretion, deem necessary. The Treasurer shall make a report to the membership at the General Membership Meeting next following completion of the auditor's report.

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- 5.15 The fiscal year will commence on January 1st and end on December 31st of the same year, or such other times as the Executive Committee may decide and as may be approved by a majority of the members in good standing in attendance at the next General Membership Meeting.

ARTICLE VI – OFFICERS

- 6.01 There shall be elected to office the following officers of the Union whose seniority positions as officers is established by the order which follows:

- (a) President
- (b) Vice-President
- (c) Recording Secretary
- (d) Treasurer
- (e) Three (3) Trustees.

- 6.02 **TENURE OF OFFICE** – Except as otherwise may be provided for herein, officers shall be nominated at a General Membership meeting and elected at a General Membership vote at *triennial* intervals, *not greater than thirty-seven (37) months apart*. The General Membership Meeting and the General Membership vote shall be designated and advertised as such. The Union's present

officers shall hold office from the date of their election until a General Membership Meeting to be held during the month of January, at which time the new officers shall be installed to office.

- 6.03 QUALIFICATIONS FOR OFFICE** – Candidates for office must be members in good standing for at least two (2) consecutive years immediately prior to the date of the elections. No members of the Election Committee, as provided in Article 7.04, shall be a candidate for office in the election in which they serve as a member of the Election Committee.

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6.04 DUTIES OF OFFICERS

- (a) **President** – The President, whenever possible, shall be both present and preside at all Membership, Executive Committee, Union-Company Meetings and Negotiations. In the event of a tie vote at any of the aforementioned meetings, the President shall cast the deciding vote. The President shall be an ex-officio member of all other committees of the Union. He/she shall enforce the Constitution and By-Laws which may from time to time be enacted. He/she shall be responsible for the administration of the Union offices and other facilities, including the hiring of necessary staff. He/she shall be responsible for the administration of the Union on a day to day basis, including the authorizing of necessary expenses, subject to the provisions of the Constitution and By-Laws which may from time to time be enacted. During the absence, incapacity or inability of the President, his/her duties and powers shall be exercised by the Vice-President, or during the Vice-President's absence, incapacity or inability, then the President's powers shall be assumed by the next senior officer who is available.
- (b) **Vice-President** – It shall be the duty of the Vice-President to assist the President in the performance of his/her duties and to preside in the President's absence, incapacity or inability.
- (c) **Recording Secretary** – The Recording Secretary shall attend, whenever possible, at all Membership, Executive Committee,

Union-Company Meetings and Negotiations to record all minutes of proceedings in books to be kept for this purpose.

- (d) Treasurer – The Treasurer shall, whenever possible, attend all Membership, Executive Committee, Union-Company Meetings and Negotiations. He/she shall keep an accurate account of all monies received and all expenditures of any nature whatsoever. He/she shall, at the regularly scheduled monthly Executive and General Membership Meetings render an account of his/her transactions as Treasurer. He/she shall maintain such books and records as may be necessary in the performance of his/her duties as Treasurer.**

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- (e) Three (3) Trustees – The Trustees shall, subject to the provisions of the Constitution and By-Laws, have general supervision over the property of the Union. Whenever possible, the Trustees shall attend all Membership, Executive Committee, Union-Company Meetings and Negotiations. They shall participate in all Executive Committee decisions and assume any other duties as directed by the President or the Executive Committee.**

ARTICLE VII – ELECTION OF OFFICERS

- 7.01 METHOD OF ELECTION – The election of officers shall be by secret ballot and the election will be governed by the majority of votes cast by members in good standing. No person shall hold two (2) offices or positions in the Union at the same time.**
- 7.02 Elections will be held *triennially* during the month of December. Elections shall not take place during contract negotiations, and in the event of an election being postponed for this reason, then the election shall be held no earlier than thirty (30) days after, and no later than sixty (60) days after signing the Collective Agreement.**
- 7.03 Elections will be held at a General Membership vote at such time in the month of December and in such a manner as the Executive Committee, in their sole discretion, may direct.**

7.04 ELECTION COMMITTEE – An Election Committee shall be elected by the members in good standing in attendance at a General Membership Meeting to serve for the duration of the election, and such Election Committee shall be dissolved upon the installation of the officers, pursuant to Article 6.02. The Chair of the Election Committee shall serve as Chief Returning Officer. No member of the Executive Committee, or a candidate for office, may serve on the Election Committee. The President shall be an ex-officio member of the Election Committee. The Election Committee shall co-ordinate nominations and prepare, receive and count the ballots cast.

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7.05 NOMINATIONS – Except as otherwise provided for herein, nominations for office shall be made by filing the required nomination forms at the General Membership Meeting held during the month prior to the date of the election and designated and advertised as such. No members shall be eligible for election unless nominated at the General Membership Meeting so designated.

7.06 ADVANCE NOMINATIONS – Advance nomination forms will be accepted within one (1) month prior to the designated meeting to provide members with the opportunity to be nominated.

7.07 ELECTIONS ON TWO DAYS – Elections may be held on two (2) or more days, as directed by the Executive Committee, to provide members with the opportunity to vote.

7.08 VACANCY IN ELECTED OFFICE – Should a vacancy occur in any elected office as a result of death, incapacity, resignation, inability to fulfill the functions of office, or any other cause, the Executive Committee may fill the vacancy by an appointment by a majority vote of the Executive Committee to complete the unexpired term of office. The process for this appointment shall be conducted in a manner in which the Executive Committee may, in its sole discretion, direct.

ARTICLE VIII – EXECUTIVE COMMITTEE

8.01 COMPOSITION OF THE EXECUTIVE COMMITTEE – The Executive Committee shall be composed of the following officers:

- (a) President**
- (b) Vice-President**
- (c) Recording Secretary**

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- (d) Treasurer, and**
- (e) Three (3) Trustees.**

8.02 POWERS

- (a) The Executive Committee shall be the governing body of the Union. The Executive Committee shall take such action and render such decisions as may be necessary to carry out the decisions made by the membership at any properly constituted membership meetings and to enforce the provisions in the Constitution and By-Laws, which may from time to time be enacted, as well as carrying out such duties as may be imposed on it by the said Constitution and By-Laws.**
- (b) The members in good standing may reject any decision of the Executive Committee by a two-thirds (2/3) vote of those present at the next General Membership meeting, or at any Special Membership meeting called pursuant to Article 9.02.**

- (c) The President shall have the power to veto any decision of the Executive Committee, if, in his/her opinion, such decision is not in the best interest of the Union and its members. In such case, the decision which has been vetoed, must be placed before the membership at the next General Membership Meeting or Special Membership Meeting to be voted upon by the members in good standing in attendance at such meeting who may sustain the President by a majority vote.
- (d) When the decision of the Executive Committee has been rejected by the General Membership, pursuant to paragraph (b) or (c) of Article 8.02, the Executive Committee shall not implement the rejected decision.

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- (e) Notice of such By-Laws or amendments to By-Laws to be submitted to a General Membership Meeting or Special Membership Meeting must be sent to each member in good standing at his/her last known address by regular mail or *electronically (if available)* or posted at the employer's premises in such place as to enable the same to be brought to the attention of members, at least ten (10) days prior to the next General Membership Meeting or Special Membership Meeting and if sufficient time does not permit such notice to be given, the By-Laws or amendments, as the case may be, shall be voted upon at the next following General Membership Meeting or Special Membership Meeting so that proper notice may be given to members as aforesaid.
- (f) The Executive Committee shall also constitute the Bargaining Committee of the Union and are vested with the power and authority to negotiate with the employer(s) on behalf of the Union and for and on behalf of the membership. Any tentative Collective Agreement between the employer(s) and Executive Committee acting as the Bargaining Committee must be ratified by a majority of the members in good standing (and any others

entitled to vote pursuant to applicable legislation) who cast ballots and shall not be binding until so ratified.

ARTICLE IX – MEETINGS OF THE MEMBERSHIP

9.01 GENERAL MEMBERSHIP MEETINGS – General Membership Meetings will normally be held on a quarterly basis.

9.02 SPECIAL MEETINGS – Special meetings of the General Membership may be called by the President, by the Executive Committee, or by the President upon a written request signed by one hundred (100) members in good standing.

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9.03 NOTICE OF MEETINGS – Notice of such meetings and the appropriate agenda to be considered shall be placed on appropriate notice boards at the employer(s) premises for examination by the membership. These notices shall be posted at least six (6) days prior to the meeting date, except as otherwise may be provided for herein.

9.04 QUORUM – All members in good standing in attendance at any membership meeting shall constitute a quorum.

9.05 Decisions at any membership meeting shall be by a majority of votes cast, except as otherwise may be provided for herein.

9.06 VOTING RIGHTS – Only members in good standing of the Union who are present at a Membership meeting are entitled to one (1) vote each on any given matter of business.

9.07 NEW BUSINESS – Any new business brought up at a General Membership Meeting or Special Membership Meeting must be considered by the Executive Committee first and thereafter placed on the agenda for the following General Membership Meeting or Special

Membership Meeting and the Executive Committee shall tender a recommendation before it can be voted upon.

ARTICLE X – MEETINGS OF THE EXECUTIVE COMMITTEE

10.01 MEETINGS TO BE HELD MONTHLY – Executive Committee Meetings shall be held monthly at least one (1) week prior to any General Membership Meeting or Special Membership Meeting scheduled in the month.

10.02 SPECIAL MEETINGS – Special Meetings of the Executive Committee may be called by the President or any two (2) Executive Committee members.

10.03 QUORUM – The President, or his alternate, and four (4) Executive Committee members shall constitute a quorum at any meeting of the Executive Committee.

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10.04 DECISION BY VOTE OF MAJORITY – Decisions at any Executive Committee meeting shall be by a majority of votes cast.

10.05 VOTING RIGHTS – All members of the Executive Committee who are present at any Executive Committee meeting are entitled to one(1) vote each on any given matter of business.

ARTICLE XI – STEWARDS COMMITTEE

11.01 LEADERSHIP – The Stewards Committee shall be under the leadership and direction of a member of the Executive Committee as appointed by and from the Executive Committee, with the exception of the President.

11.02 NOMINATION & ELECTION OF MEMBERS OF STEWARDS COMMITTEE – Members of the Stewards Committee shall be nominated and elected by and from the members in good standing of the Steward jurisdiction which they will represent upon election. The

jurisdiction of the respective Stewards, the time, manner and method of their election shall be determined by the Executive Committee.

11.03 QUALIFICATIONS FOR THE STEWARDS COMMITTEE –
Candidates for the Stewards Committee must be members in good standing of the Union.

11.04 REMOVAL OF MEMBERS OF THE STEWARDS COMMITTEE –
A member of the Stewards Committee may be removed by the members in good standing in the jurisdiction the Steward represents for failure to properly perform the duties of his/her position. A petition setting forth specific complaints of the Steward's failure to properly perform the duties of his/her position, signed by at least two-thirds (2/3) of the members in good standing in the jurisdiction he/she represents, shall be submitted to the Executive Committee. Upon receipt of such petition, the Executive Committee shall investigate to whatever extent they deem appropriate to enable them to tender a recommendation at a Special Meeting of the General Membership convened for such removal.

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The Executive Committee shall ensure that the Steward so complained against receives a copy of the petition and adequate notice of such Special Meeting for the purpose of removal. Such meeting shall be convened at a time which will provide the Steward and petitioners with an opportunity to attend. Both the Steward and the petitioner shall be given equal opportunity to present their case to those members present. A two-thirds (2/3) vote of the members in good standing in attendance at such Special meeting shall be required to remove the Steward.

ARTICLE XII – STANDING COMMITTEES

12.01 The Executive Committee may appoint such other temporary and Standing Committees as may be required from time to time.

12.02 QUALIFICATIONS FOR STANDING COMMITTEES -
Qualifications for members of Standing Committees shall be pursuant to Article 11.03.

ARTICLE XIII –COLLECTIVE AGREEMENT RATIFICATION/STRIKE

13.01 PRESENTATION MEETING – Upon the Executive Committee and employer(s) reaching a tentative renewal Collective Agreement, a meeting shall be called and advertised and designated for the purpose of presenting the terms and conditions of the proposed renewal Collective Agreement and any other such business as the Executive Committee may deem appropriate at such time. Copies of the terms and conditions of the proposed renewal Collective Agreement shall be distributed to all those eligible to vote on any ratification of the Collective Agreement in attendance at such meeting.

13.02 The Executive Committee may conduct as many meetings on any one (1) day or days as they deem appropriate to provide members with an opportunity to attend.

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13.03 RATIFICATION/STRIKE VOTE – All members in good standing (and others entitled to vote pursuant to applicable legislation) shall be entitled to ratify or reject any proposed renewal Collective Agreement by a majority of the ballots cast at a vote held and designated and advertised for that purpose. The ratification/strike vote must be conducted at least three (3) full consecutive days after the conclusion of the last Presentation Meeting as provided for herein.

13.04 All those eligible to vote shall be entitled to cast one (1) ratification/strike ballot at any vote(s) held and designated and advertised for that purpose. If the proposed renewal Collective Agreement is accepted by a majority of ballots cast, the Executive Committee must sign the proposed renewal Collective Agreement. However, if the proposed renewal Collective Agreement is rejected by a majority of ballots cast, it shall be deemed that a strike has been approved, and such strike shall commence at such time as the

Executive Committee, in their sole discretion, deems appropriate. No strike shall be authorized unless it conforms with existing legislation.

13.05 VOTES ON TWO DAYS – Ratification/strike votes may be held on two (2) or more days, as directed by the Executive Committee, to provide members with the opportunity to cast a ballot.

13.06 SECRET BALLOT – Any ratification/strike vote conducted by the Union shall be by ballots cast in such a manner that a person expressing his/her choice cannot be identified with the choice expressed.

ARTICLE XIV – DISSOLUTION, TRANSFER OF JURISDICTION MERGER, AFFILIATION, OR AMALGAMATION

14.01 The voluntary dissolution, transfer of jurisdiction, merger, affiliation, or amalgamation of the Union with any other association, trade union, council of trade unions or any other organizations can only be decided upon at a Special General Membership Meeting called and designated and advertised for that purpose, provided that each member of the Union is given at least ten (10) days notice by regular mail sent to him/her at his/her last known address.

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Any decision to be made pursuant to this Article shall be submitted to a vote to be held within thirty (30) days of the aforementioned Special General Membership Meeting and shall require the approval by secret ballot of at least two-thirds (2/3) of the members in good standing.

ARTICLE XV – LOSS OF BARGAINING RIGHTS

15.01 In the event that the Union loses bargaining rights as the bargaining agent for employees of employer(s) *comprising three-quarters (3/4) or more of the Union's members measured over any consecutive six (6) month period*), all monies and assets of the Union shall be placed in trust by the Executive Committee until a Special General Membership Meeting can be held to determine what course of action shall be taken by the Union. The meeting shall be held within thirty (30) days from

the date of the decision of the Ontario Labour Relations Board in which the Union loses bargaining rights (*comprising three-quarters (3/4) or more of the Union's members measured over any consecutive six (6) month period*) and all members in good standing, as of the date of the decision of the Ontario Labour Relations Board, must be given notice at least ten (10) days prior to the meeting. Notice of this meeting must be mailed by regular mail to the member's last known address *or sent electronically (if available)*.

ARTICLE XVI – SUPPLEMENTARY BENEFIT PLANS

16.01 SUPPLEMENTARY DISABILITY INCOME PLAN – The Executive Committee may, for the benefit of members of the Executive Committee and Trustees of the Trust Fund, establish such Supplementary Disability Income Plan or other employee benefit plan(s) as may be necessary to compensate past and present members of the Executive Committee and Trustees of the Trust Fund for losses incurred as a result of failure to qualify for full benefits under plans established by the Company. The Union shall appoint all Trustees of Trust Funds established by the Company. The Union shall appoint all Trustees of Trust Funds established for these purposes and it shall make whatever contributions are necessary to fund such plans. Subject to this provision, the Executive Committee of the Union may enter into Trust Agreements setting out the rules and regulations under which such plans may be governed.

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16.02 RETIREMENT OR DEATH OF A MEMBER

- (a) Upon retirement of a member from membership in the Union and employment at normal or early retirement age, the Union may pay such member a retirement gratuity based on his or her years of membership in the Union, multiplied by such flat dollar rate as the Executive Committee, may, in its discretion, determine on an annual basis. Only retired members who have been members in good standing for at least sixty (60) consecutive months prior to retirement date shall be eligible.
- (b) In the event of the death of a member who has been a member in good standing for at least sixty (60) consecutive months, the

Union may make a payment on the same basis as the retirement gratuity referred to in sub-paragraph (a), to the estate of the retired member or to the members' designated beneficiary.

- (c) The Executive Committee may, in its discretion, formulate further procedures and rules pertaining to the payment of the above gratuities or death benefits, provided they are not inconsistent with the provisions of the Constitution.**

ARTICLE XVII – AMENDMENTS

17.01 A member in good standing may present a motion in writing to amend the Constitution and By-Laws at any General Membership Meeting or Special Membership Meeting as new business and the motion shall be treated pursuant to Article 9.07 of the Constitution and By-Laws, subject to the provisions of Article 17.03.

17.02 In addition, the Executive Committee may itself propose an amendment to the Constitution and By-Laws directly to the General Membership, subject to Article 17.03.

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17.03 An amendment to the Constitution and By-Laws, initiated either under Article 17.01 or 17.02, shall be submitted to the General Membership in such a manner as the Executive Committee may, in its sole discretion, direct and the proposed amendment must be approved by secret ballot by a majority of the members in good standing who cast ballots. Before the General Membership may vote upon the proposed amendment, the Executive Committee shall ensure that notice of the proposed amendment is sent by regular mail to each member of the Union at their last known address, at least ten (10) days before the vote.

17.04 By-Laws may also be amended in accordance with the provisions of this Article.

**Approved by membership vote
October 2004**

**Revised Article 5.12 and approved by membership vote
December 17, 2014**

**Revised Article 9.01 and approved by membership vote
December 13, 2017**