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CANADA

**Local 199**

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**BYLAWS**

**Effective November 2003**

**CURRENT EXECUTIVE BOARD (JULY 2006 – 2009):**

**WAYNE GATES**  
*PRESIDENT*

**BRUCE ALLEN**  
*VICE PRESIDENT*

**MALCOLM ALLEN**  
*FINANCIAL SECRETARY*

**MARK ROY**  
*RECORDING SECRETARY*

**BOB CHAPMAN**  
*RETIREEES CHAPTER*

**TERRY WHITE**  
*SGT. AT ARMS*

**ALEX LATHAM**  
*GUIDE*

**RON ALLEN**  
*TRUSTEE*

**LARRY GREENHALGH**  
*TRUSTEE*

**GARY MARTIN**  
*TRUSTEE*

**JULIE BARTFAI**  
*MEMBER AT LARGE*

**BRIAN NICHOLL**  
*MEMBER AT LARGE*

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BYLAWS OF LOCAL 199, C.A.W.

**In conformity with Article 31, Section of the Constitution of the National Union, C.A.W. the following are the Bylaws of Local 199, C.A.W.**

ARTICLE 1 - NAME

**Section 1 This organization shall be known as Amalgamated Local 199, National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada).**

ARTICLE 2 - CONSTITUTION AND BYLAWS

**Section 1 The Constitution of this organization shall be the Constitution of the National Union, C.A.W. and these Bylaws shall be in all respects subordinate to said constitution and all applications and interpretations thereof.**

ARTICLE 3 - MEMBERSHIP

**Section 1 (a) The Local Union shall be composed of workers eligible for membership in the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), over whom the Local Union has jurisdiction.**

**Section 2 Each member in good standing of this Local Union has the right to nominate and vote, express opinions on all subjects before the Local Union, to attend all membership meetings and express views, arguments and opinions on all matters and business including candidates for office, properly before the meeting, to meet and assemble freely with other members and generally, to participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues and personalities upon which the membership must base its' decisions. These rights shall at all time, be subject to the rules of procedure governing meetings and other inform rules and regulations contained in the Constitution, Bylaws and other official rules of the Local Union.**

**A member, in exercising the foregoing rights and privileges, shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to either the Local or National Unions as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or the National Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the National Union. Violation,**

**or abuse of these rights and privileges of membership or engaging in conduct prohibited by this section, shall be considered conduct unbecoming a union member.**

**Section 3        The membership shall strive to obtain the objectives set forth in the National Constitution and additional objectives as established as the policy of the National Union, to maintain free relations with other organizations; to do all in its power to strengthen and promote the labour movement; to co-operate with the National Executive Board members, the National Representatives and to help promote organizational activities.**

#### ARTICLE 4 - OBJECTIVES

**Section 1        To improve working conditions, create a uniform system of shorter hours and higher wages, to maintain and protect the interests of workers under the jurisdiction of this Local Union.**

**Section 2        To unite in one organization, regardless of religion, race, sex, creed, colour, martial status, sexual preference, disability, political or religious affiliations, or place of natural origin, all workers under the jurisdiction of this Local Union.**

**Section 3        To improve the sanitary and working conditions of employment within the workplace, and in the accomplishment of these necessary reforms, we pledge ourselves to utilize the conference room and joint agreements, or if these fail to establish justice for the workers under the jurisdiction of this Local Union to advocate and support strike action.**

**Section 4        To educate our membership in the history of the labour movement and to develop and maintain an intelligent and dignified membership; to vote and work for the election of candidates and the passage of improved legislation in the interest of all labour. To enforce existing laws; to work for the repeal all of those which are unjust to work for legislation on a national scale, having as its object the establishment of real social justice.**

**Section 5        To engage in legislative, political, education, civic welfare and other activities which further, directly or indirectly, the joint interests of the membership of this organization in the improvement of general economic and social conditions in Canada, and in the nations of the world.**

Section 6        **To work as an autonomous Local Union affiliated with the Canadian Labour Congress together with other International and National Unions, for solidification of the entire labour movement, and provide assistance, financial and otherwise, to labour and other organizations in Canada, and other parts of the world having purposes and objectives similar or related to those sought by this organization.**

#### ARTICLE 5 - FINANCES

Section 1        **The initiation fee shall be twenty dollars (\$20.00) and the monthly dues shall be the minimum as established by the National Constitution.**

Section 2        **Certain portions of union dues shall be set aside in separate or special funds as set out in the National Constitution Article 17.**

Section 3        **The fiscal year of this Local Union shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>.**

#### ARTICLE 6 - LOCAL UNION OFFICERS

Section 1        **The Local Union shall have the following officers: President, Vice President, Financial Secretary, Recording Secretary, Sgt-at-Arms, Guide, Three (3) Trustees, one (1) elected member of Local 199 Retirees and two (2) Members at Large - one (1) to be a woman and the other, the Chairperson of the Small Unit Council.**

Section 2        **These officers shall serve for a term of three (3) years.**

Section 2        **(a) The Chairperson of the Trustees shall be elected by the three Trustees following each triennial election of officers.**

Section 3        **The Executive Board shall be composed of the twelve (12) Executive Officers mentioned in Section one (1) of this article.**

**Section 4        The Executive Board shall represent the Local Union between membership meetings.**

**Section 5        A quorum of the Executive Board shall consist of six (6) or more of the Executive Officers.**

**Section 6        The duties of the Local Union officers shall be as set out in Article 37 of the National Constitution.**

**Section 7        The Executive Board shall meet every second week or more often if mutually agreed at the Local Union office.**

**Section 8        Emergency meetings of the Executive Board may be called by the President or Recording Secretary and all board members must be notified of such meetings.**

**Section 9        The Executive Board shall appoint at least one of its members to each of the standing committees in a liaison or advisory capacity, except plant unit bargaining committees, election committee or any trial committee.**

**Section 10       The Executive Board shall review each issue of the Local Union paper, and where necessary, shall take steps to bring the content and policy of the paper into conformity with the policy of the National Union.**

**Section 11       The President shall be a full time officer and shall represent the Local Union between Executive Board meetings. He/she shall also be the overseer of the union hall and property.**

**Section 12       In the event the office of President becomes vacant, the Vice President shall assume that office for the balance of the term. In the event any of the other offices become vacant, an election to fill the vacancy shall be held as promptly as possible, provided however, that the President shall have the authority to appoint a member to fill the vacancy until the result of such election shall become known.**

**Section 13       The President, Vice President and the Financial Secretary shall be bonded by such methods and agencies as the National Executive Board may determine. It shall be mandatory that such financial officers be bonded in an amount which shall cover at least 75% of the funds available to them, and in no case for less than five thousand dollars (\$5,000.00).**

## ARTICLE 7 - LOCAL UNION ELECTIONS

**Section 1** Nomination notices for election of Local Union Officers and Delegates to the C.A.W. Council shall be posted every three (3) years in sufficient time for the Election Committee to arrange for and conduct the elections in the months of May or June, in conformity with Article 35 of the National Constitution.

**Section 2** It shall be the duty of the Executive to ascertain prior to the nominations whether the other units wish to elect delegates to C.A.W. Council as separate units, where their membership is sufficient, or be grouped with the General Motors Unit.

**Section 3** Nominations and election of Shop and/or Bargaining Committee members will take place every three (3) years during the month of March, April or May. Arrangements for these elections shall be made by the President of the Local Union, the Chairperson of the Shop Committee for each unit concerned and the Chairperson of the Election Committee with seven (7) days prior notice of such nomination and election.

**Section 3A** An alternate may be elected for each committee member. In the event that the regular committee member is on leave of absence, or on sick leave, the alternate shall act in his/her place, at the discretion of each particular plant unit and the company shall be so notified.

**Section 3B** (i) No member of any unit holding an in-plant position which election was conducted by the Local Election Committee shall be eligible to run for another in-plant position unless he/she resigns such position prior to the opening of nominations.

(ii) No member of any unit holding any elected position shall force an election for his/her position by resigning his/her position and then running for the same position during the same term of office.

(iii) The Local Union Elections Committee, during any election that is held for an in-plant position, will post a three (3) day "NOTICE OF A NOTICE" of the election that is forthcoming.

At the end of the three (3) days, those positions that became open because of resignations will also be posted as open positions.

**Section 3C** The following positions will be excluded from 3(b) above.

- (i) **Anyone running for the position of unit chairperson during a by-election;**
- (ii) **Anyone running for the position of G.M. Employment Equity representative because of Master Contractual language.**
- (iii) **G.M. Unit Vice Chairperson must be a G.M. Unit Shop Committeeperson as per unit policy.**
- (iv) **G.M. Unit Shop Committeeperson must be elected to the bargaining unit in the capacity of dayshift committeeperson as per unit policy.**
- (v) **Any unit that has positions that are covered in contractual language, i.e.: a committeeperson representing as a Health and Safety Rep. on the shift that must be elected to both positions.**

**Section 4 Each committeeperson, plant or unit official, shall be elected by the zone, plant or unit which he/she represents.**

**Section 5 The method of election of chairperson and shop committees shall be at the option of the unit concerned but of necessity in conformity with contract provisions negotiated with the individual companies.**

**Section 6 Where positions in the unit are selected by the elected committee (i.e.: chairpersons, shop committee members, etc.) those positions will be elected at the first meeting of the shop and/or bargaining committee. This meeting will be convened by the President within thirty (30) days of the result of the election of in-plant committees.**

**Section 7 In conformity with Article 42, Section 2 of the National Constitution there shall be a recall procedure for committeepersons. This procedure can only be carried out in the following manner:**

- (a) **The Committeeperson can only be recalled for failure to perform his/her duties by the members he/she represents.**
- (b) **A valid petition setting forth specific complaints of failure to perform these duties shall be signed by at least 40% of the members represented before being recognized.**
- (c) **The committeeperson so complained about shall receive notice of the specific complaints.**
- (d) **Upon the filling of such a valid petition with the Local Union Executive Board, a special meeting for recall shall be held of the members represented with at least seven (7) days prior notice being given.**
- (e) **A quorum of such special meeting shall be 40% of the members represented.**
- (f) **In order to carry the recall, the recorded vote must carry with a 2/3 majority.**

**Section 8        The election of this Local Union's delegates to the St. Catharines and District Labour council shall take place every three (3) years in the months of September or October.**

**Section 8        (a) There shall be a minimum of seven (7) days notice prior to the opening of all nominations for election. There shall be a minimum of seven (7) days notice between the closing of nominations and the first day of elections. Delegates of other functions from time to time may be appointed or elected within a committee subject to the discretion of the Executive Board and acceptance of the membership at the meeting where such action is reported.**

**Section 9        No candidate in any election shall be a member of the Election Committee having supervision over such election.**

**Section 10       Polling booths shall be open long enough and at such hours and places as to allow all members to vote no matter which shift they may be working.**

**Section 11       Every member in good standing shall be entitled to vote on all union elections.**

**Section 12       Voters having cast their ballot shall not be allowed to loiter in the voting place.**

**Section 13       A standing Election Committee of three (3) members shall be elected as per Article 8, Section 4 of these Bylaws and they shall have charge of all elections during the ensuing term.**

**Section 14       No member shall be eligible for election as an Executive Officer of the Local Union until he/she has been a member in continuous good standing in the Local Union for one (1) year, immediately prior to the nomination.**

**Section 15       Any eligible candidate in any election shall have the right to submit his/her commonly known name to the Election Committee in writing as he/she desire it to appear on the ballot, and it shall so appear.**

**Section 16       All eligible members may nominate themselves for elected office subject to the Constitution and the Bylaws. The nomination form will contain the rules and**



**regulations of the said election. The members' signature on the election nomination form constitutes acceptances of the rules and regulations of the electoral process.**

**Section 17 (a) All elective positions of the Local Union shall be decided by a secret ballot.**

**Section 17 (b) All elections provided for in Article 6, Section 12, Article 7, Sections 1, 2, 3, 3(a), 4, 8, 8(a), 13, Article 8, Section 5 shall be conducted by in-plant voting in the respective units wherever possible except for those elections for members to attend Educational Institutes and/or Conferences, members of Skilled Trades Committee.**

**Section 17(c)**

**1. A member who will be away from her/his Local Union during the entire period of an in-plant election may apply for an absentee ballot by filing with her/his Local Union, by mail (registered or certified) or in person, a signed statement that she/he will be away from her/his Local Union for the entire period of the election. Such statement or request must be filed with the Local Union in sufficient time for the member to secure a ballot and redeposit same with the Local Union prior to the start of the election.**

**2. Upon such certified application, the Local Union shall immediately provide the member with a ballot and two envelopes, one return addressed. The member shall place her/his marked ballot in the unmarked envelope and enclose it in the return-addressed envelope. The ballot as indicated may then be represented to the Local Union in person or as contained in the return addressed envelope returned by mail (registered or certified). However, under either circumstance, the ballot must be received by the Local Union before the start of the election.**

**Section 18 Candidates for an Executive Office or any other position to which only one (1) member may be elected must receive a majority of the votes cast for that office to be declared elected. In the event that more than two (2) candidates are nominated for any one office and no candidate receives a majority of the votes cast, the run-off shall be**

**confined to the two (2) candidates receiving the highest number of votes. This section does not apply for election of a delegate or delegates to any convention, seminar or council. In these elections, a simple plurality will decide the winner or winners.**

**Section 19 The membership will set the time, date and place of voting. If membership does not do this, due to lack of a quorum, time, date and place shall be set by the Executive Board.**

**Section 20 Each candidate shall have the right to have one (1) challenger present when the votes are cast and when they are tabulated provided that such challenger shall be a member of the Local Union.**

**Section 21 No member can submit nomination for more than one Executive office on the same ballot where written or printed ballots are used.**

**Section 22 Any candidate who wishes a recount must present his/her written request to the Election Committee within one (1) week after the ballots are first counted.**

**Section 23 The Election Committee shall have full charge of the elections responsible only to the Local Union. They shall be governed by the National Constitution, Local Bylaws, Election Manual and any instructions given by the membership meeting held prior to the election.**

**Section 24 The Election Committee shall be in charge of all elections and the Chairperson shall make a written report to the membership meeting following the election on votes received by each candidate, number of members voting in each poll and total number of members voting, number of spoiled ballots, number of challenger ballots and their disposition.**

**Section 25 Any voter spoiling his/her ballot shall return it to the polling station and be issued a new ballot.**

**Section 26 Any voter in line at the polls at time of closing shall be permitted to vote.**

**Section 27 Campaigning, posters and election literature shall not be allowed in and about the voting place, or within 100 feet of the entrance to the voting place. There shall**

**be no election propaganda prepared on union premises or campaigning during the day of election.**

**Section 28 Copies of election regulations shall be placed in a prominent position in each election place and members of the Election Committee shall make themselves acquainted with same.**

**Section 29 Any member of the Election Committee, or any member of the Local Union violating any of the election rules shall be reported to the next General Membership meeting.**

#### ARTICLE 8 - LOCAL UNION COMMITTEES

**Section 1 In addition to the Local Union Executive Board, the following shall be Standing Committees of this Local Union: Community Services, Constitution and Bylaws, Education, Election, Environment, Fightback, Human Rights, LGBT, Peace and Disarmament, Political Education, Womens' and Retired members (with appropriate expenses and budget) and a Shop Committee for each unit of this amalgamated Local Union.**

**Section 2 That a G.M. Unit Skilled Trades Committee be formed comprised of all elected Skilled Trades Committeepersons and alternates, plus the Plant Chairperson.**

**The Committee will meet at least twice yearly, to deal with problems specific to Skilled Trades. The Committee will elect a Chairperson and Secretary whose term coincides with that of the G.M. Bargaining Committee.**

**Section 2 (a) All other Committees shall be considered as Sub Committees of the above mentioned.**

**Section 3 The Bylaws Committee and Editorial Board shall be composed of the following: President, Vice President and Financial Secretary.**

**Section 4 The Elections Committee shall be elected for a three (3) year term. The Committee shall be convened by the President within 30 days of the results being known.**

Section 5        **There shall be for each Standing Committee a Chairperson, Vice Chairperson and Secretary to be elected by the members of each Committee.**

Section 6        **The election of all Standing Committee and the exceptions in Section 3 and 4 shall take place during the months of October or November. The term of office will be for three (3) years. No member can stand nominated for more than one committee.**

Section 7        **All Committee Chairpersons shall submit written reports of their activities to Executive Board meetings and to the General Membership meetings.**

Section 8        **Each Standing Committee shall meet not less than once each month. They shall meet after working hours unless otherwise authorized by membership, the Executive Board, or in the case of emergency, the President.**

Section 9        Duties of Committee Chairperson

(a)        **Shall direct the activities of the Committee in accordance with these Bylaws and the National Constitution.**

(b)        **Shall have authority only to the extent of carrying out the decisions of the Committee that have been approved by the membership or the Executive Board.**

(c)        **Shall be responsible for the function of all Sub Committees established by his/her particular Committee.**

Section 10       Duties of Committee Secretary

(a)        **Shall keep an accurate record of all proceedings of all the meetings of the Committee, and furnish the Recording Secretary of the Local with a copy of same.**

(b)        **Shall keep a record of all the activities of the Committee and once each month shall prepare a summarized statement for the General Membership Meeting.**

(c)        **Shall notify all members of the Committee as to the time, date and place of all regular or special meeting, sufficiently in advance to enable them to attend.**

Section 11       **Each officer and member of the various Committees at the completion of their duties shall turn over all papers, documents, funds and any union property in his/her possession to the properly constituted Local Union officers.**

## ARTICLE 9 - LOCAL UNION MEETINGS

Section 1        **Regular Membership Meetings shall be held on the 3<sup>rd</sup> Wednesday of each month at 7:30 p.m. in the Local Union Hall.**

Section 2        **A special meeting of the Local Union may be called by the President or a majority of the Executive Board or a petition signed by not less than 10% of the membership. (Notification of such meetings to be made by bulletin and press).**

Section 3        **No plant, department or committee meeting shall be called which would in any way conflict with a Local Union Meeting.**

Section 4        **100 members present at any duly advertised meeting shall constitute a quorum, or the Chairperson may conduct a regularly called meeting after obtaining a 2/3 majority vote of all members present, providing that there are not less than 50 such members. In the event that there are less than 50 members present fifteen (15) minutes after the schedule time for beginning a membership meeting, the presiding officer shall adjourn the meeting and declare all business referred to the Executive Board.**

Section 5        **Questions of Parliamentary Procedure shall be decided by Bourinot's Rules of Order.**

## ARTICLE 10 - POWERS OF ADMINISTRATION

Section 1        **The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution or Bylaws.**

Section 2        **Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval. The Executive Board may not take action affecting the vital interests of the Local Union without prior membership approval.**

Section 3        **Between meetings of the Executive Board, the President shall exercise general administrative authority and, shall be empowered to act on behalf of, and take action permitted, to the Executive Board subject of subsequent approval of the Executive Board.**

## ARTICLE 11 - ORDERS OF BUSINESS

Following the call of order made properly under Article 9, Section 2 this shall be the order of business of the General Membership Meeting:

**Roll Call of Local 199 Leadership**  
**Respect to Deceased Members**  
**Minutes of the Previous Meeting**  
**Business Arising from the Previous meeting**  
**Correspondence from Executive Board**  
**Financial Reports**  
**Delegates Reports**  
**Standing Committee Reports**  
**Shop Committee Reports**  
**Old & New Business**  
**Adjournment @ 9:30 p.m.**

Action on Executive Recommendations shall take place immediately following the Executive Board Report. Any other action required by passage or rejection of the recommendations (ie. Elections) shall take place immediately following presentation of all the recommendations.

The above order of business may be altered by a simple majority of those present.

## ARTICLE 12 - ATTENDANCE RULES FOR MEMBERS HOLDING A LOCAL UNION POSITION

Section 1      **Any member holding a Local Union position, either elected or appointed, shall be required to attend at least two (2) General Membership meetings in a three (3) month period and attend approved Human Rights training.**

Section 2      **Any member holding an elective position either on the Executive Board or his/her respective unit, shop or bargaining committee shall be required to attend at least two (2) out of the three (3) meetings of his/her respective unit.**

Section 3        **Executive Board members shall be required to attend two (2) out of three (3) consecutive Executive Board meetings.**

Section 4        **Shop or Bargaining Committee members shall be required to attend two (2) out of three (3) consecutive shop or bargaining committee meetings.**

Section 5        **Such elected members may be absent above these limits with valid and legitimate excuse, such excuse to be review by General Membership or Unit membership as the case may be.**

Section 6        **Failure to comply with the above regulations and without valid and legitimate excuse may result in the following penalties:**

1.        **Withhold monthly expenses.**
2.        **For the second offense, a letter of warning will be sent out.**
3.        **For the third offense, an automatic removal of that member from his/her Local Union position.**

Section 7        **Removal from office under these regulations shall render the offender ineligible to run for any elective position for the remainder of their term of office from which he/she was so removed, with the exception of delegates to the National Convention.**

Section 8        **Candidates for elective office will be notified of the obligation to attend meetings under the Bylaws. Such notice will appear on the notice of nomination.**

#### ARTICLE 13 - ADMINISTRATION OF FUNDS

Section 1        **The funds of the Local Union shall be used to defray all necessary expenses and the Executive Board shall be empowered to pay all current expenses such as per capita tax, wages, rents, lights, heat, telephone, shop committee expenses, lost time, building expenses necessary to main the Union property in a state of good repair when duly authorized. They shall be further empowered to authorize payments for supplies and purchase of equipment, furniture, installations and incidentals to a maximum of \$5,000.00.**

**The Trustees shall report approval or disapproval of all expenditures to the regular Executive Board meetings.**

**The Executive Board will be limited to the sum of \$250.00 for any one donation to any patriotic, benevolent or fraternal fund and limited to \$100.00 to bona fide organizations**

sponsoring minor sports. Where business of a general membership meeting is referred to the Executive for lack of quorum, the Executive shall be empowered to exceed the above limitations. There shall be no loans to anyone at any time.

#### ARTICLE 14 - COMPENSATION FOR UNION BUSINESS

Section 1       **The authorization for lost time shall be the responsibility of the President, except as he/she may delegate such authority to any unit shop committee chairperson to authorize such lost time as is necessary to police the respective contracts.**

Section 2       **Any member who is properly authorized to represent the Local Union, or his/her plant unit at any conference, convention, council, institute, school, etc. or to do any other union business shall be compensated for it to the extend of actual lost time from the normal hours of his/her job. Maximum lost time so authorized will be a normally scheduled work day or work week and shall exclude any time claimed which would be overtime hours. In the event a member is unemployed for any reason and performs duties authorized by the Union, he/she must be in receipt of benefits (UIC, SUB, IMP) to be paid the difference between the benefits he/she is receiving and his/her actual rate of the job he/she last performed. The total amount of lost time and any benefits received must never exceed the amount which the Local Union representative or member would otherwise have received from his/her employer for the same period of time for which he/she is being compensation by the Local Union.**

Section 2       **(a) During negotiations of contracts with an employer the negotiating committee be paid at their rate X 48 hours providing they do not return to their regular employment for that complete calendar week, Monday to Sunday and further provided that negotiations are held Monday to Friday.**

Section 3       **There will only be authorized compensation for any loss of benefits that would have otherwise been payable to a member had he/she not engaged in Local Union activity when the sole cause of said absence is Local Union activity. This is intended specifically to cover any loss in vacation pay as determined by the scale of hours worked**



**under negotiated contracts, unemployment insurance and SUB benefits as determined by qualifying periods in the plant and generally any other loss of benefits he/she would have been entitled to except for absence from the plant on authorized Local Union activity.**

**Section 4        The President, Vice President and Financial Secretary as full time officers shall be paid weekly salaries based on the average skilled trades rate X 48 hours straight time hours including cost of living as per Collective Agreement between Local 199, C.A.W. and General Motors of Canada Limited except any week he/she shall be absent at his/her own requested leave of absence, excluding sickness. Any weekly or monthly indemnity plan available to the full time officers through their individual companies will be deducted for his/her salary.**

**Section 4        (a) Adjustments in the above salaries of the full time officers will be made to reflect the average skilled trades increase (48 hours per week) as per the Collective Agreement between Local 199 and General Motors of Canada Limited. Wage and cost of living allowance adjustments will be made on the dates referred to in the Collective Agreement.**

**Section 4        (b) In the event that the Local finds it necessary to have only two (2) full time officers, those positions shall be the President and the Financial Secretary and in the event that the Local finds it necessary to have only one (1) full time officer, that position shall be the President of the Local.**

**Section 4        (c) In the event that the President, Vice President or Financial Secretary is absent from the Local Union office, the Executive Board or the President may appoint another officer from the Executive Board to fill such vacancy on a temporary basis. The member filling such office shall be paid, on a pro-rated basis, the salary of that office.**

**Section 5        The Local Union shall pay the full cost of the Presidents', Vice Presidents' and the Financial Secretaries' existing hospital medical and surgical insurance on assuming office and will pay also the full cost of \$10,000 Group Life Insurance.**

Section 6        **The following officers shall receive a reimbursement of expenses incurred in the performance of their duties which include such things as, lobbying and conferring with Civic Leaders, Members of the Provincial Legislature, Members of Parliament, and other, on matters which may affect the Local Union membership and to meet, confer with and act as an advocate of behalf of the membership, with the U.I.C., Human Rights Commission, etc.**

**The following weekly reimbursements will be paid monthly upon presentation of receipts and vouchers:**

- 1.        President up to \$100.00 weekly**
- 2.        Vice President up to \$75.00 weekly**
- 3.        Financial Secretary up to \$75.00 weekly**
- 4.        Recording Secretary up to \$95.00 monthly**
- 5.        Chairperson Trustees up to \$90.00 monthly**

**All other Executive Board members other than above, up to \$80.00 monthly.**

**UNIT CHAIRPERSON**

**G.M. Unit up to \$100.00 weekly**

**All Units 1 - 100 members up to \$75.00 monthly**

**All Units 101-200 members up to \$85.00 monthly**

**All Units 201-500 members up to \$95.00 monthly**

**G.M. Vice Chairperson up to \$30.00 weekly**

**G.M. Skilled Trades Shop Committee up to \$30.00 weekly**

**G.M. Shop Committee Plant 2 members up to \$80.00 monthly**

**G.M. Shop Committee Components & Port Colborne members up to \$90.00 monthly**

**G.M. Insurance Rep. Components Plant up to \$30.00 weekly**

**G.M. Insurance Rep. Plant 2 up to \$30.00 weekly**

**G.M. Pension Rep. up to \$30.00 weekly**

**G.M. SUB Rep up to \$30.00 weekly**

**G.M. Health & Safety Reps. up to \$30.00 monthly**

**G.M. Committeeperson (excluding Shop Cmt) up to \$20.00 per meeting**

**Small Unit Committeepersons up to \$20.00 monthly (tie to Gen. Mem. Mtg attendance)**

**G.M. Employment Equity Reps. up to \$30.00 monthly**

**G.M. Apprentice Reps. up to \$30.00 monthly**

**G.M. Placement Reps. up to \$30.00 monthly**

**Standing Committee Chairperson \$25.00 monthly (tie to meetings & attendance)**

**Standing Committee Vice Chairperson \$20.00 monthly**

**Standing Committee Secretary \$20.00 monthly**

**Editor 199 News \$30.00 monthly**

Section 7 (a) **Expenses of office shall be withheld when an elected officer is not performing his/her duties of office (as mandated by the Constitution and Bylaws) due to illness, on a leave of absence, vacation, attendance at unit, Standing Committee meetings or General Membership meetings or resigns from office.**

(b) **Any elected officer who is in receipt of per diem expenses for an entire week (5 days) will have their monthly expenses prorated to reflect the adjustment.**

(c) **Union positions temporarily filled or left vacant for vacation or while performing other union business will have all associated weekly or monthly expenses prorated to reflect the absence and/or appointment of the position.**

Section 8 **Any full time officer shall be entitled to two (2) weeks vacation pay after one (1) year of service and three (3) weeks vacation with pay after three (3) years of services - the dates to be determined by the Executive Board. Except, that when a newly elected officer entitled to vacation pay would have received more than these amounts had he/she remained in the plant, then the greater of the two amounts shall be paid.**

Section 9 **The intent of Article 14, Section 3 above shall apply also to any full time officer who because of leaving office is denied benefits to which he/she otherwise could have been entitled.**

Section 10 **Any member required to perform services for this Local Union.**

(a) **For workshop, institute and/or schools, councils, conventions, arbitrations and conferences held in the Niagara Region and Local negotiations of all units when held with management - \$15.00 per day or \$30/day when negotiations carry over past a second mealtime. There will be no payment for travel.**

(b) **Outside the Niagara Region**

**Hotel/motel - single room occupancy rate of ½ of a double room rate if shared with another member based on the corporate or negotiated rate being charged at the hotel/motel where the convention, seminar, council, etc. is being held plus per diem expense for meals which shall not be less than the maximum amount approved from time to time by the National Executive Board and duly reported to membership each time.**

**In order to be reimbursed at the single room rate, original hotel/motel bill must be submitted to the Financial Secretary of the Local Union upon return.**

**(c) The equivalent of the cost of a round trip railway fare to the respective city from St. Catharines will be paid for travel.**

**(d) For workshops, institutes and/or summer school, etc. approved by the Local union where meals and lodging are included subject to the limitations and procedures of the paid education leave \$15.00 per day.**

**(e) In addition to the foregoing, where a member suffers unusual, legitimate expenses while traveling alone or because of unforeseen circumstances (expensive accommodations, parking, etc.) travel and expenses may be set by the Executive Board.**

**(f) In all other cases, travel and expenses shall be set by the Executive Board having due regard to distance, mode of travel available and length of meeting. Conferences, meetings, etc. held in the United States, expenses will be paid in U.S. currency.**

**Section 11      Should a member use his/her own car in carrying out union business, with the prior approval of the Executive Board, he/she shall be paid mileage which shall not be less than the maximum amount approved from time to time by the National Executive Board and duly reported to membership each time. (now .26 cents per km., effective January 1990). “Immediately following the membership meeting at which the change is reported, the President of the National Union will be notified in writing of the date the increase was reported to the Local 199 membership, together with the amount reported.”**

**Section 12      Election Committee members will be paid remuneration for services rendered during the days of balloting and counting the ballots on the following basis:**

**Election Committee members shall receive \$15 per day for services rendered during the days of polling and ballot counting.**

ARTICLE 15 - EMPLOYEES OF LOCAL 199

**Section 1 The Local Union shall employ such permanent and part time employees as deemed necessary by the Executive Board.**

**Section 2 - AUTHORITY**

**The President shall be in direct charge of all employees and shall issue all orders affecting employees.**

ARTICLE 16 - STRIKES

**Section 1 All strikes shall be called or terminated only in strict conformity with Article 46 of the Constitution.**

**Section 2 In the event of an emergency arising in a unit, or a unit goes on strikes, policy for dealing with the specific situation may be set by the unit chairperson, the shop and/or bargaining committee, or Local Union Executive Board members elected from that unit, and such officers and members as may be designated by that units' membership.**

ARTICLE 17 - OATH OF OFFICE

**The installing officer shall require the officers to make the following pledge:**

**"I (name of officer) pledge on my honour to faithfully observe the Constitution and laws of this Union, and to perform the duties of my office as required by the Constitution of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), to the best of my ability and with complete good faith to support, advance and carry out all official policies of the National Union and this Local Union; to promote a harassment and discrimination-free environment, and to work to ensure the human rights of all CAW members are respected; to forward all books, papers and other property of the Union that may be in my possession at the end of my term to my successor in office, and at all times, conduct myself as becomes a member of this Union."**

ARTICLE 18 - MISCELLANEOUS

**Section 1 A simple majority of any standing committee shall constitute a quorum.**

Section 2        **Local Union Executive Officers shall have authority to attend any Unit or Local Council Meeting with voice but no vote except in that Unit or Local Council where they are duly qualified members.**

Section 3        **The circulation, sale or distribution of any literature or printed matter published by any organization outside of the CLC will not be permitted on Local Union property unless authorized by the Executive Board subject to the approval of the membership.**

Section 4        **All Local Union business shall be channeled through the Local Union office.**

Section 5        **The Chairperson of the Shop or Plant Bargaining Committee shall chair that Plant Unit Meeting and conduct its business. The Secretary of the Shop or Plant Bargaining Committee shall act as plant unit secretary and keep the record of such business transacted.**

Section 6        **All Plant, Unit, Department or Committee Meetings other than regularly scheduled meetings must be booked through the President's office and, except in an emergency, at least three (3) clear days notice must be given.**

Section 7        **Intoxicating beverages or illegal drugs shall not be allowed on Union Hall premises at any time except beverages by permit of the LLBO. No person who under the influence of spirits or drugs who is unruly shall be permitted to remain in the Union Hall or premises.**

#### ARTICLE 19 - APPROVAL AND AMENDMENTS

Section 1        **These By Laws and all amendments thereto shall be submitted to the National Executive Board for approval.**

Section 2        **These By Laws shall be amended, altered or revised only in conformity with the following procedure:**

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

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

(c) A vote shall then be taken on the recommendations of the By Laws Committee and it shall require a two thirds (2/3) vote of those voting for adoption of any suggested change.

Section 3 The Bylaws of the Local Union shall at all times be subordinate and subject to the provisions of the Constitution of the National Union as it now exists or may from time to time hereafter be altered or amended and in the event of any conflict, the constitution of the National Union shall govern.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004 AND

SIGNED BY BYLAWS COMMITTEE:

\_\_\_\_\_  
RON MCINTOSH, PRESIDENT

\_\_\_\_\_  
BRUCE ALLEN, VICE-PRESIDENT

\_\_\_\_\_  
MALCOLM ALLEN, FINANCIAL SECRETARY

*Amendments passed at the November 19, 2003 General Membership Meeting.*

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