

UNIFOR- LOCAL 3000 BYLAWS

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STATEMENT OF PRINCIPLES

WORKING PEOPLE NEED UNIONS

We formed our union because we could not depend on employers to provide us with dignity, a measure of security and a rising standard of living. And, over the years, we have made impressive gains. But our objectives remain far from fulfilled, and with even our past gains under attack, WE NEED UNIONS TODAY AS MUCH AS WE EVER DID.

DEMOCRATIC UNIONISM

Unions are voluntary organizations. We can only be effective if the membership knows the Union truly belongs to them. This means a union that reflects the goals of its membership, allows the members full participation, and encourages workers to develop their own skills and understanding.

Internal democracy also means we view each other as EQUALS. Racial discrimination or sexual harassment violate our principles, undermine our solidarity and erode our strength. We not only oppose such responses but also will actively work to over come them.

UNIONS AND A DEMOCRATIC SOCIETY

In our society, private corporations control the workplace and set the framework for all employees. By way of this economic power, they influence the laws, policies, and ideas of society. Unions are central to our society being democratic because:

Unions bring a measure of democracy to the place of work, which is so central to peoples' lives.

Unions act as partial counterweight to corporate power and the corporate agenda in society generally.

SOCIAL UNIONISM

Our collective bargaining strength is based on our internal organization and mobilization, but it is also influenced by the more general climate around us: laws, policies, the economy, and social attitudes. Furthermore, our lives extend beyond collective bargaining and the workplace and we must concern ourselves with issues like housing, taxation, education, medical services, the environment, and the international economy. Social unionism means unionism that is rooted in the workplace but understands the importance of participating in, and influencing the general direction of society.

BUILDING TOMORROW

Unions were born out of struggles to change the status quo. Our successes extended progress beyond unions themselves, and our struggles became part of a SOCIAL MOVEMENT for a more humane society here and for peace and justice internationally. These struggles were a first step towards developing the confidence that change is possible and that our vision is NOT JUST A DREAM.

We are proud of the leadership role we play; aware of the difficulties continued progressive change will face, and committed to building the social solidarity that can take on this change.

ORGANIZING

Organizing is a priority for the Union. It is an act of solidarity, a way to give back and build strength in the Union and within the working class. Organizing is a critical first step in mobilizing workers. Through organizing, individual workers go beyond the limits of individualism and assert their right to change the terms and conditions of their employment. In collective action they join a movement for social and economic justice.

1. TITLE

This Local Union shall be known by the name **Unifor Local 3000** and shall hereinafter be referred to as the Local Union.

2. OBJECTIVES

- (a) To regulate relations between employees and employers, including but not limited to the right to bargaining collectively on behalf of the employees in any company under the jurisdiction of the National Union.
- (b) To provide a democratic form of government within the National Union.
- (c) To bring about improvement in the wages and working conditions of the membership including the right to equal pay for work of equal value.
- (d) To promote the health and safety of the membership.
- (e) To defend the right of rank-and-file union members to ratify all agreements with employers.
- (f) To defend the right to strike.
- (g) To organize workers into the National Union.
- (h) To promote legislation which benefits our members and Canadian workers generally, and to oppose legislation which is harmful to those interests.
- (i) To promote employment by the reduction of the workweek with no loss of pay or benefits, and the elimination of overtime.
- (j) To promote the right and freedom of Canadian workers to belong to labor organizations that are effective, democratic and not dominated by any element foreign to, or not in the best interests of the people of Canada.
- (k) To promote an equitable distribution of wealth within Canadian society.

- (l) To promote co-operation and mutual support among workers of every country.
- (m) To conduct education work among our membership in accordance with the objectives and policies of the National Union.
- (n) To oppose racism.
- (o) To defend the union.
- (p) To promote effective environmental policies.
- (q) To oppose sexual harassment and harassment of any kind.
- (r) The objectives of this Local Union shall be the same as those of Unifor as provided for in Article 3 Objectives of the National Union Constitution.

3. CONSTITUTION

The Constitution of this Local Union shall be the Constitution of the National Union Unifor, and these By-laws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.

4. FISCAL YEAR

The fiscal year of this Local Union shall begin on January 1 and end on December 31.

5. MEMBERSHIP

- (a) The Local Union shall be composed of workers eligible for membership in Unifor, over whom the Local Union has jurisdiction.
- (b) Application for membership in the Local shall be made in writing and may be accepted from the applicant by a Local officer or designated authority. Each person signing an application for membership and paying the initiation fee if applicable or as prescribed by the Local Union will thereby agree to comply with the aims, principles and policies of the National Union. The Local may approve or reject an application for membership as determined by the Local Union.

- (c) 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, 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 upon which the membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, By-laws and other official rules of the Local Union.

A member in exercising the forgoing 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 Union 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, may be grounds for commencement of a charge against a member pursuant to Article 18 of the National Constitution.

- (d) The membership shall strive to obtain the objectives set forth in the Constitution and additional objectives as established as the policy of the National union; to remain free relations with other organizations; to do all in its power to strengthen and promote the labor movement; to co-operate with National Board Members, National Representatives and help promote organizational activities.
- (e) COMMUNITY CHAPTERS

Membership shall commence upon completion of a membership card declaring support of adherence to the Constitution of the National and payment of applicable dues. Community chapter by-laws shall be established and remain consistent at all times with the Unifor Constitution. Such by-laws must be submitted to the Local and National Union for approval. Local 3000 will assist the community chapter with guidance and support in their goals and involve them in the activities of the local.

6. LOCAL OFFICERS

- (a) (i) The Executive Officers of this Local Union shall be:
- | | |
|-----------------------------------|---------------------|
| President | Vice-President |
| Recording-Corresponding Secretary | Financial Secretary |
- (ii) The President shall be ex-officio of all committees of this Local Union.
- (b) The President, Vice President, and Financial Secretary shall be full time employees of the Local. The Local Executive Board will determine and approve the time spent by the other executive officers above in fulfilling their respective duties up to and including their designation as a full time Service Representative as noted in Article 19.
- (c) The Duties of Officers shall be as described in Article 15 Section **C** of the National Union Constitution.

7. EXECUTIVE BOARD

- (a) The Executive Board of this Local will consist of the four (4) executive officers noted in Article 6 above (i.e. President, Vice President, Recording-Corresponding Secretary and Financial Secretary) plus the following:
- (i) Two (2) Trustees nominated and elected from the membership at large.
- (ii) One (1) member nominated and elected by and from the membership in each certified bargaining unit within the Local that has a minimum of four hundred (400) members.
- (iii) One (1) member each nominated and elected by and from the membership located in Whistler and Vancouver Island.
- (iv) One (1) youth Member –at-Large to be nominated from the membership at large to represent the youth in Local 3000.
- (b) Should another Local union merge into this Local, the Executive Board may, by a two thirds (2/3) majority vote, agree to give the merged Local, representation on the Executive Board in addition to the positions stipulated in section (a) above.
- (c) The Executive Board shall appoint at least one of its members to each of the standing committees in liaison or advisory capacity, except, however, the Workplace Bargaining Committees, or Election Committee.
- (d) All recommendations of the Executive Board shall be reported at the next regular

membership meeting.

- (e) A simple majority of the Local Union Executive Board shall constitute a quorum.
- (f) All members of this Local Executive Board are required to attend:
 - 1. Two out of three consecutive membership meetings unless officially excused.
 - 2. Two out of three consecutive meetings other than membership meetings expected of their respective office or position, unless officially excused.

8. WORKPLACE REPRESENTATIVES, STEWARDS & BARGAINING COMMITTEES

- (a) All workplace representatives shall be actively involved in the issue-based campaigns, educational programs and community initiatives of the Union.
- (b) All committee persons, Stewards and other workplace representatives shall serve terms of the same duration as the length of the workplace Collective Agreement. In the case of newly organized workplaces, however, the first term of office will be two years.
- (c) A Local Union Executive Officer may also serve as workplace representative.
- (d) Procedure for recall will be the same as Local officers under Article 24.

9. ELECTION OF ELECTION COMMITTEE, OFFICERS AND EXECUTIVE BOARD MEMBERS

- (a) In February/March of an election year four (5) members of the Local Union will be elected to form the Elections committee for a three (3) year term. Nominations and acceptance must be in writing and will be open for (10) days and will close at 5 PM on the Friday before the date of the March General Meeting in an election year. The election of the election committee will be conducted at the March General Membership. Officers of the Local Union may conduct the election of the Election Committee provided they are not running for a position on the Election Committee.
- (b) Nominations for all Officer and Executive Board positions will be open for 10 days starting in the month of April of an election year. Nominations and acceptance must be in writing. Elections shall be conducted by secret ballot within thirty (30) days of the close of nominations.
- (c) The term of office will be for three (3) years. Elections will be held in May.

- (d) All members in good standing as per Article 5 of the National Constitution are eligible to be nominated and elected to office except that candidates for the positions of Executive Board Members noted in Article 7(a) (ii) and (iii) above, must be based, nominated and elected by the membership of the geographic region or certified bargaining unit in question. All candidates for elected office are entitled to have a one page, one-sided resume printed up for distribution to the membership at Local expense. This resume will be included in all mail-out ballot packages and will be sent to all in town bargaining units at the Local's expense including a full mail-out to members who normally receive Local Union information at their homes or attached to the pay stubs of members who normally receive Local Union information in this manner. Each candidate will receive 100 copies of their resume to distribute as they wish provided they do so on their own time.
- (e) Election of Officers shall be conducted by ballot at General Membership meetings except where greater participation may be achieved through other methods that would not be detrimental to the interest of the membership.
- (f) In the event of any vacancy occurring in the Office of President, the Vice-President shall automatically fill the President's position. The Local Executive may fill any other vacancy, however where more than eight months exist prior to the next regularly scheduled elections, nomination(s) and election(s) shall be conducted to permanently fill any vacancy.
- (g) If any officer holding an Executive position wishes to run for any vacant office they must declare their intentions so that nominations and elections may be held for their position at the same time as the other vacant office.
- (h) In the case of a labor dispute being in effect or imminent, the Local may, at a regular meeting, vote to delay the times noted above.

10. VOTING PROCEDURES

- (a) The person receiving the largest number of votes in any election shall stand elected, unless only one person is nominated for office, in which case that person shall stand elected by acclamation.
- (b) Except in the case of election or secret ballot vote the President shall not have a right to vote except in the case of a tie vote when the President shall cast the deciding vote.
- (c) A Local Union Elections Committee shall be charged with the responsibility of conducting all elections and referendum procedures subject to Article 15, Section B paragraph 5 of the National Union Constitution.
- (d) To ensure the fullest possible participation of the membership in any election or referendums, the Local Union Executive shall be responsible for giving adequate notice and outlining date(s), time(s) and place(s) for any elections or referendums.

- (e) The provisions of Article 7 & 9 are for regular Local business and are not applicable to the collective bargaining process, which is rightfully under the jurisdiction of the officers and/or committees elected for that purpose.

11. DELEGATES

All delegates to National Conventions, Regional and Canadian Industry Councils shall be chosen pursuant to provisions of Articles - 6,9,10 and 11 of the Constitution. Delegates will be elected at a General Membership meeting by secret ballot vote for a 3 year term. In order to be eligible as a delegate to any convention or council, a member must attend 50% of the General Membership meetings of the preceding year unless reasonably excused. The President of the Local will automatically be a delegate of BC Council and Convention.

12. OATH OF OFFICE

The Oath of Office as outlined in Article 24 of the National Union Constitution:

The Installing Officer says: *"Give attention while I read to you the obligation:*

Do you pledge on your honor to perform the duties of your respective offices as required by the Constitution of the Union and to bear true and faithful allegiance to Unifor?

Do you pledge to promote a harassment and discrimination-free environment and work to ensure the human rights of all members are respected?

Do you pledge to support, advance and carry out all official policies of the Union and to work tirelessly to advance and build membership of our Union?

Do you pledge to deliver all books, papers, and other property of the Union that may be in your possession at the end of your term to your successor in office, and at all times conduct yourself as becomes a member of this Union?

Officers' respond: *"I do."*

The Installing Officer then says:

"Your responsibilities are defined in the By-Laws, Constitution and policies of Unifor. Should any emergency arise not provided for in these, you are expected to act accordingly to the dictates of common sense, guided by an earnest desire to advance the best interests of the Union. I trust you will all faithfully perform your duties so that you may gain the esteem of your brothers and sisters and the approval of your conscience.

"You will now assume your respective offices."

13. MEMBERSHIP MEETINGS

- (a) Meetings of this Local Union shall be held every two months or as otherwise approved by the Local Executive Board. This does not preclude a Local voting to suspend regular meetings, which fall during a vacation period.
- (b) Special meetings may be held at any time by a majority decision of the Local Executive Board or by a petition of 15% of the Local's members. Fifteen (15) members of the Local union shall constitute a quorum at any membership meeting.
- (c) The above sections do not preclude the holding of bargaining unit meetings. Unit meetings shall be called at the discretion of the Local President, the Local Executive or a National Union Representative.
- (d) Regular order of business:
 - Call to order
 - Minutes of previous meeting
 - Financial reports
 - Correspondence
 - President's report
 - Vice-President's report
 - Service Rep's report
 - New business
 - Adjournment
- (e) If issues are raised at the midday meeting, they can be carried forward to the night meeting. If issues are raised at the night meeting they should be raised as information only.
- (f) Any member who attends a meeting under the influence of alcohol or drugs and/or creates a disturbance, or becomes unruly shall lose voice and his/her right to vote at said meeting. Where necessary to maintain order, the member may be evicted from the meeting by order of the Chairperson subject to challenge of the membership. Flagrant or persistent violation of this section by any member shall be conduct unbecoming a Union member.

14. POWERS OF ADMINISTRATION

- (a) The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution or By-Laws.
- (b) Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval, but the Executive Board may not

take action affecting the vital interests of the Local union without prior membership approval.

- (c) Between meetings of the Executive Board, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted to the Executive Board subject to subsequent approval of the Executive Board.

15. REVIEW OF DECISION

A member has the right to request a Review of Decision by a deciding authority arising from any action or decision which they believe did not have fair and reasonable consideration or lacks rational basis, and which results in an injury or penalty to them.

A request for a Review of Decision must be signed and specific in describing the decision or action to be reviewed, including the grounds for review and the remedy sought.

A request for a Review of Decision shall be submitted in writing to the Local Union within 30 days of the decision or knowledge of the decision.

The Local will follow the procedure as outlined in Article 18(b) of the National Union Constitution.

16. STRIKES AND STRIKE COMMITTEE

All strikes shall be called or terminated only in strict conformance with Article 17 Section B of the Constitution

17. INITIATION FEE AND DUES

- (a) The initiation fee shall be twenty dollars (\$20.00), except where laws or regulations of the Provincial or Federal Government require a lesser or larger initiation fee.
- (b) Monthly dues shall be based on the following formula:

For those working 40 hours or less in a month the dues deduction is 5% of gross earnings for the month.

For those working 40 to 79 hours in a month the dues deduction is 2 hours 30 minutes dues per month.

For those working 80 hours or more every month the dues deduction is 2 hours 40 minutes.

All dues should include seniority bonuses and shift differentials if these are applicable.

For the purpose of this subsection 'regular pay' shall be deemed to include: Leadhand premiums; Chargehand premiums; Groupleader premiums; First Aid

Attendant premiums, etc.; retroactive pay; and COLA; reinstatement pay where full redress is achieved.

Notwithstanding the above, the local may amend its bylaws to include premium such as:

Shift premiums; gratuities; attendance bonuses; severance pay; yardage bonuses; danger pay; isolation pay; housing allowances, etc.

- (c) Provided proper notice has been posted for at least fourteen (14) days, Local Union dues may be changed by vote at a membership meeting those who attend. Except as noted in (d) below, a two thirds (2/3) majority vote shall be required to change dues.
- (d) Notwithstanding section (c)above, and provided notice has been posted as in section c above, dues may be determined by a simple majority (50% + 1) vote for the following purposes only:
 - (i) Temporary increases in dues for the purposes of strike or lockout support.
 - (ii) Establishment of a special Local strike fund or mutual defense pact.
 - (ii) To raise dues to no more than 2.5 hours regular classified pay per month.
- (e) Monthly dues are not a requirement in this Local Union in cases where a member belongs to a unit whose certification is pending.
- (f) Dues money can only be used for the furtherance of the union's policies within the parameters and established norms of the union movement.

18. ASSESSMENTS

The Local Union shall have the right to levy on its members, for special purposes, such assessments as may be determined by a two-thirds (2/3) majority vote of the members at a membership meeting, providing notice of assessment has been posted for at least fourteen (14) days prior to the vote.

19. FINANCES

All monies in the hands of any officer of the Local Union shall be deposited in the name of the Local Union and a complete record of all monies received and paid out shall be kept.

20. SIGNING OFFICERS

The signing officers of the Local Union shall be: the President, the Vice-President, and the Financial-Secretary and Recording Secretary. The Financial-Secretary and either one of the other three signing officers shall sign all checks drawn on the Local Union's accounts. The Financial-Secretary, where applicable, shall be bonded in the amount agreed upon by the Local.

21. CHARGES

Charges shall be the same procedure as outlined in Article 18 (c) of the National Union Constitution.

22. AMENDMENTS

Any of these bylaws may be amended by a majority vote at any meeting provided that notice of the motion of the amendments has been posted at least seven (7) days prior to the vote. Any amendments or changes to these bylaws shall only become effective upon being approved by the National Executive Board.

23. WAGES & BENEFITS OF FULL TIME OFFICERS

(a) Following will be the wages and benefits of the full time officers of the Local Union:

- i. The salary of a full time officer of the Local Union shall be 65% of the salary paid to full time National Representatives of **Unifor**. This will be paid based on 40 hours week. The actual hours of work are determined by the Local Union.
- ii. A minimum amount of \$60.00 per week, which is included in the above salary, will be placed in an RRSP for the Officer concerned. This cannot be cashed in until retirement or the person has severed employment from the Local Union.
- iii. A full time officer/employee may designate a greater amount than that noted in (ii) above to be deducted from their salary and put into an RRSP. This portion of the RRSP contribution may be used at the discretion of the officer concerned and is not restricted by (ii).

(b) WAGES AND BENEFITS OF LOCAL UNION SUPPORT STAFF

Local 3000 will employ necessary support staff to perform office duties for the Local Union. Working conditions and wages shall be negotiated by the President and Financial Secretary subject to approval of the Local Union Executive Board and membership.

(c) VACATION ENTITLEMENT - FULL TIME OFFICERS & LOCAL UNION SUPPORT STAFF

- i. Vacation and vacation pay will be as follows:
Three (3) weeks after one (1) year of service (6%).
Four (4) weeks after two (2) years of service (8%).
Five (5) weeks after five (5) years of service (10%).

- ii. No vacation pay will be paid for vacations not taken except as expressly provided for in (iii) below.
- iii. Two (2) weeks of unused vacation may be carried over from one vacation year to the next vacation year. The maximum carry-over that is permitted to accumulate however is capped at six (6) weeks.
- iv. The Local Union will determine the vacation year and when vacations can be taken within that time.

(d) **STATUTORY HOLIDAYS**

The following Statutory Holidays will be observed and paid:

Good Friday	Remembrance Day	Easter Monday	Labour Day
Victoria Day	Thanksgiving Day	Canada Day	BC Day
Family Day			

In addition, the following days that are week days (i.e. Monday to Friday) between December 24th and January 1st will be observed and paid as Statutory Holidays. In the event a Statutory Holiday falls on a normal day off the Statutory Holiday will be observed on the next working day following the Statutory Holiday or the normal working day before as decided by the Local Union.

(e) **HEALTH AND WELFARE BENEFITS**

The Unions' Health and Welfare Plan "A" for Weekly Indemnity, Long Term Disability, Dental and Extended Health Benefits will be provided. Medical Services Plan (MSP) Premiums will be provided as required. A new employee may remain on their previous benefit program provided that any extra costs are paid for by the local union officer.

(f) **SEVERANCE**

Severance pay shall be one (1) week's pay for each year of service regardless of notice provided in the event the position they hold is lost through an election or the officer is not re-appointed. Severance pay is not payable if the officer is terminated for just or reasonable cause.

24. EXPENSES

(a) All officers and members acting in an authorized capacity for the Local Union shall be reimbursed for their legitimate expenses for lost time, travel, meals, etc. Lost time will be paid at a maximum of 70% of the full time officers' rate for those working on behalf of the Local Union. (Those attending schools and acting, as delegates to conventions will be paid their normal lost time rate (for any period the employer would have compensated).)

(b) In Province Per Diem
A per diem expense for meals will be paid for all authorized days spent away from

home on Union business. When returning from a trip, or where meals are required by attendance at union functions, meal allowances will be paid provided a receipt is supplied to a maximum of the following:

\$15 for breakfast
\$20 for lunch
\$25 for dinner

(c) Out of Province Per Diem

The per diem amount will be as per Unifor National policy.

(d.) Mileage / Gas

The rate per km will be as per Unifor National policy and paid to the driver only.

(e) Hotel Reimbursement

Room and tax only (receipts must be attached). Distance must be greater than 160 km one way or you must receive prior approval.

(f) Airfare

Reimbursement will be subject to prior approval from the Local Officer.

(g) Other Expenses

All other expenses must have prior approval from the Local Officer. (receipts must be attached).

(h) Full time officers, representatives and members booked off on occasional lost time will be entitled to claim mileage rate as per Unifor National policy.

25. LOCAL SERVICE REPRESENTATIVES

(a) At the request of the Local President the Local Executive Board shall have the authority to have full time Service Representatives subject to the following terms.

(b) Any person hired under this provision will:

(i) work under the direction and supervision of the Local President.

(ii) be subject to a probationary period of one (1) calendar year starting from their first day on the payroll as a designated full time Service Representative.

(iii) be subject to dismissal without compensation during their probationary period by the local president. The Local Executive board may review any such decision. Persons dismissed under this provision are not entitled to severance pay.

(iv) after fulfilling their probationary period, may only be dismissed from their position by a 2/3 majority vote of the Local Executive Board. Any person

dismissed under this provision will be entitled to two (2) weeks severance pay for each year or majority fraction there of service up to a maximum eight weeks.

- (c) A person dismissed under 19 (b) (iv) above may appeal the decision to the Local Executive Board. Any appeal must be made in writing within thirty calendar days of the date of the termination notice. If the appeal is successful the person involved will return any severance pay received and then return to work.
- (d) Any person hired, as a Local Service Representative shall be paid salary, expenses, and benefits in accordance with Article 20 of these bylaws, and is subject to the seniority provisions contained in Article 23.
- (e) **Preference in Hiring**
When hiring Local Service Representatives first consideration will be given to members of the Local, and the Union, and the Union movement in that order of priority.
Before making a recommendation under Article 22(a) the President will canvass the opinions of the Table Officers and try to get consensus prior to making the recommendation.
- (f) The Local will maintain its policy of developing experienced personnel by using members from the Local's certified bargaining units to service on a lost time basis, and thus develop a pool of experienced members that may be drawn upon when hiring full time Local Service Representatives.

26. SENIORITY

- (a) A common seniority list will be maintained for all those persons working full time for the Local either as:
 - (i) an elected full time Local officer;
 - (ii) an elected officer designated full time; or
 - (iii) an appointed Local service representativefor the purpose of vacation entitlement, wages, benefits and layoffs within the Local.
- (b) Local Service Representatives seniority start date will include any successful probationary period.
- (c) Any full time Local officer who has served more than one (1) term in office can establish and accrue full time service seniority, and may exercise that seniority in the event they are not re-elected or choose not to run for office. In such cases their seniority start date will include time spent working full time while holding office.
- (d) Notwithstanding any of the above, the elected term of a full time officer cannot be affected by seniority with regard to layoffs while in office.

27. RECALL

Any elected officer of this Local Union is subject to recall from office by the constituency that elected them.

Any such recall petition must specifically spell out the reason for the action and be signed by at least 25% of the members in the defined constituency, and be given to the Recording Secretary or Secretary Treasurer of the Local.

Should the Local Executive ascertain that the petition meets the requirements of the bylaws, a regular Local meeting or a special meeting called for that purpose would be held provided a minimum of seven days notice has been given where the matter will be debated. If the Local meeting rejects the petition the matter will end there.

If the Local meeting upholds the petition, a referendum of the constituency will be conducted by the Local officers. The wording of the petition and the pro and con positions will be circulated along with the balloting which will be conducted in accordance with the procedures used for the local elections.

An elected Local Union Executive Board member may be recalled by the members for failing to perform the duties of their office as per Article 15(b) 10 of the National Constitution.

A majority of votes cast will determine the issue. Any officer recalled from office will not be eligible to run for the vacancy created, but will be eligible for any subsequent election.

As proposed:	August 1992	Revised:	January 2000
Revised:	September 1993	Revised:	November 2000
Revised:	February 1994	Revised:	March 2002
Revised:	February 1995	Revised:	November 2005
Revised:	November 1996	Revised:	August 2006
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Revised:	January 1999	Revised:	September 2008
Revised	February 2010	Revised:	June 2016