



UNIFOR

Local 4276

By-Laws

Issued: June 2016

UNIFOR LOCAL 4276 BY-LAW INDEX

Contents

ARTICLE 1	3
Name, Constitution And By-Laws	3
ARTICLE 2	3
Fiscal Year End	3
ARTICLE 3	3
Membership	3
ARTICLE 4	4
Meetings Of The Local	4
ARTICLE 5	5
Powers Of The Administration	5
ARTICLE 6	5
Executive Officers, Executive Board and Accountability	5
ARTICLE 7	6
Committee Members	6
ARTICLE 8	7
Elections Of Committee Chairpersons, The Elections Committee And Alternates	7
ARTICLE 9	7
Negotiating Committee	7
ARTICLE 10	8
Affiliation And Participation To Labour Bodies	8
ARTICLE 11	8
Union Business Expenses	8
ARTICLE 12	9
In Regards To Donation To Charitable Organizations	9
ARTICLE 13	10
Ballot Procedure	10
ARTICLE 14	10
Gratuities Ways And Means	10
Appendix “A”	13
ARTICLE 15	13
Signing Authority	13
ARTICLE 16	14
Special Funds and Surcharges	14
ARTICLE 17	14
Local Union Property	14
ARTICLE 18	14
Conduct Unbecoming of a Union Member	14
ARTICLE 19	15
Amendments	15

ARTICLE 1

NAME, CONSTITUTION AND BY-LAWS

This organization shall be known as Local Number 4276, Unifor, the Union, Canada (herein referred to as Unifor).

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

ARTICLE 2

FISCAL YEAR END

The fiscal year of this Local shall begin January 1st and end December 31st. The Trustee's audits shall be submitted to the General Membership meeting for approval and once approved the Trustee's audits shall be forwarded to the Secretary Treasurer of the National Union. These reports shall be concluded and submitted on a semi-annual basis, 30 days prior to Council.

Dated and signed by members of the By-law Committee of Local 4276, Unifor.

ARTICLE 3

MEMBERSHIP

1. The Local Union shall be composed of workers eligible for membership in Unifor, over whom the Local Union has Jurisdiction.
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 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 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, 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 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.

3. The membership shall strive to obtain the objectives set forth in the Constitution and additional objectives as established as 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 cooperate with the National Board members, the National Representatives and help promote organizational activities.

ARTICLE 4

MEETINGS OF THE LOCAL

1. General membership meetings of this local shall be held on the second Thursday of every month commencing at 3:30 pm. A motion must be accepted by two thirds of the membership in attendance to extend the hours of any given meeting.
2. Meetings of the Executive Committee, which shall include both Executive Officers and Committee Chairpersons shall be held in conjunction with the General Membership Meetings as scheduled by the by the Local President.
3. Any member who attends a meeting under the influence of drugs or alcohol and/or creates a disturbance, or becomes unruly shall lose voice and right to vote at said meeting. Where necessary to maintain order, the member may be evicted from the meeting by order of the Chairperson and subject to challenge of the membership. Flagrant or persistent violation of this section by any member shall be conduct unbecoming a union member.
4. General membership quorum shall be set at 1% of the current membership, including the Executive Committee Members and shall be deemed twenty minutes past the membership start time.

5. A copy of all reports and correspondence shall be given to the Recording Secretary prior to the membership meeting, which shall include reports from the President, 2nd Vice President (Local Chairperson) and Financial Secretary.

ARTICLE 5

POWERS OF THE ADMINISTRATION

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.
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 a 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.
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 to subsequent approval of the Executive Board.

ARTICLE 6

EXECUTIVE OFFICERS, EXECUTIVE BOARD AND ACCOUNTABILITY

The Executive Officers of Local 4276 shall consist of the following positions:

President
First Vice-president
Local Chair Person (Chief Shop Steward Unifor)
Financial Secretary
Recording Secretary
Trustees (3)
Sergeant at Arms
Guide

No one person shall be elected to more than one of these Officer positions

The executive shall maintain a standard of transparency with the membership so as to ensure an enduring degree of integrity; it shall uphold Article 4 Unifor Code of Ethics; Democratic, Financial and Business Practices. Attendance by the Executive Officers at both Executive Meetings and General Membership Meetings is mandatory. If the

Executive Officer misses three meetings or more in a year they shall be removed from the Executive Board. If an Executive Officer has been excused from either meeting by the acting Union President then it shall not count for lost time.

In the event that an Executive Officer is removed from the Executive Board they shall have the right appeal this decision to the General Membership.

ARTICLE 7

COMMITTEE MEMBERS

1. Committees shall be established with the following objectives:
 - a) to develop qualifications;
 - b) to strengthen our base;
 - c) to improve mutual aid and solidarity between elected persons and members;
 - d) to promote closer links between activists;
 - e) to study and implement the mandates conferred to them by the Executive;
 - f) to suggest constructive actions for the well-being of members to the Local's Executive Board.

2. This Local shall have the following standing committees, whose members shall be elected from within the Local:
 - a. Education
 - b. Union in Politics
 - c. Women's Committee
 - d. Men's Committee
 - e. Health and Safety
 - f. Constitution and By-Laws
 - g. Gratuity
 - h. Human Rights

3. These committees shall carry out all of the duties provided for under the Constitution as well as any additional duties that may be assigned to them by the Executive Board or the Local Union.

4. The President of the Local shall be an ex officio member of all committees, with the exception of the Election Committee.

ARTICLE 8

ELECTIONS OF COMMITTEE CHAIRPERSONS, THE ELECTIONS COMMITTEE AND ALTERNATES

Committee chairpersons, for all bona fide committees of this Local and Stewards will be elected at the same time as the elections for the Local Union Executive Board; following the Unifor Constitution Article 15 Section E paragraph 2. All Committee Chairpersons, Stewards and other workplace representatives shall serve terms of the same duration as Executive Officers.

Elections of the election committee shall be one month prior to the General elections of this Local. This election shall take place during the regular general membership meeting and the committee shall consist of no less than four (4) and not more than six (6) members. This committee shall be deemed a standing committee with a 3 year term.

Nominees must reply in writing within ten days after being posted, if no response has been made the said nominee(s) shall be considered as to have declined.

Unifor Council Delegate: The elected position of President shall be deemed one of the two elected delegates to Unifor Council.

ARTICLE 9

NEGOTIATING COMMITTEE

The Negotiating Committee of Local 4276 will consist of the following:

1. One staff representative as assigned by the National Office.
2. The Local Chairperson or designate in their absence.
3. Six elected members at large, 2 of which will be Alternates

Of the six elected members at large, 3 must be gratuity earners and 3 must be non-gratuity earners. The gratuity earner with the least votes will be the gratuity member at large alternate. The non-gratuity earner with the least votes will be the non-gratuity earner member at large alternate. The non-gratuity alternate and gratuity earning alternate will attend all Bargaining Committee meetings but will not participate and will not vote. If a member at large steps down or is unable for any reason to perform duties related to the negotiating committee, a non-gratuity earner member at large must be replaced by the alternate non-gratuity earner and a gratuity earner member at large must be replaced by the alternate gratuity earner member at large.

This committee shall be elected one year prior to the expiration of The Collective Agreement and be separate to the General Elections.

Negotiation Advisory Council

This committee shall consist of a single appointed member from each department of the hotel not represented by the negotiating committee. The purpose of this committee is to communicate bargaining progress and answer departmental questions in that regard.

ARTICLE 10

AFFILIATION AND PARTICIPATION TO LABOUR BODIES

This Local shall be affiliated to the Victoria Labour Council, B.C. Federation of Labour and British Columbia Council (as per Unifor's Constitution, Article 19.7); union dues will be paid to each respective affiliation and labour bodies.

This Local shall also be affiliated to the Canadian Council and will follow Local Union delegate entitlement to the Canadian Council (as per Unifor's Constitution, Article 9.8).

Unifor Council Delegates: The elected positions of President and Local Chair shall be deemed the two elected delegates to Unifor Council.

Up to four Delegates (appointed or elected) shall attend The Victoria Labour Council Meetings. These delegates will make every effort to attend these meetings which are held on the third Wednesday at 7:00pm of every month unless otherwise stated.

ARTICLE 11

UNION BUSINESS EXPENSES

When a member acts on the behalf of the Local:

1. All non-gratuity earning members shall be reimbursed all lost income. All gratuity earning members shall be reimbursed all lost income and be reimbursed for lost gratuities to a minimum of \$75.00 per day up to a maximum of \$200.00 per day for lost gratuities with a submission of a Banquet Event Order or hotel issued paper work indicating the lost gratuity income or a

written and signed note from the member who worked the shift. The note must indicate the following:

- a) The date of the shift worked.
 - b) The name and signature of the member who worked the shift.
 - c) The total amount of gratuities earned on that shift.
2. All gratuities shall be paid out of the gratuity fund
 3. Elected members of a committee or appointed members by the chairperson of a committee shall receive a union paid leave of absence (ULOA) to replace scheduled time off for work performed on a scheduled day off or work performed before or after their scheduled shift.
 4. The Local shall cover and advance all hotel costs, within reason when the union business is outside the Greater Victoria area. Hotel receipts shall be submitted to the local union financial secretary.
 5. The Local will cover and advance all transportation costs. In B.C. bus rates will be the maximum. Car-pooling is allowed with a minimum of two members at an amount consistent with that established by the NEB paid to the driver only. Outside of BC economy airfares will be the maximum.
 6. Out of town union business, the local shall cover and advance a \$90.00 per diem per day (Meals: \$15.00 Breakfast, \$30.00 Lunch, \$40.00 Dinner). \$15.00 per diem per day for in town business to cover food and incidentals, no receipts will be required.
 7. The local shall cover and advance all registration fees.
 8. The member shall provide a full report on expenses and business attended to at the next general membership meeting.
 9. All expense sheets for lost time shall be submitted and paid during the corresponding pay period for which the expense was incurred.

ARTICLE 12

IN REGARDS TO DONATION TO CHARITABLE ORGANIZATIONS

Whereas, the membership of this Local desires to limit the expenditure of funds to appeals and requests from organizations not directly connected to the business of this Local.

Therefore, be it resolved that a “notice of motion” be required for any expenditure of over \$100.00 for such requests and appeals

ARTICLE 13

BALLOT PROCEDURE

1. In the case of a referendum vote on a “notice of motion” or any other item, the precise final wording shall be announced at the general membership meeting of this Local prior to the vote and posted as per the Constitution.

In the event that this procedure is used in an election, an accurate list of all the accepted nominees shall be announced at the general membership meeting of this local and prior to the actual balloting shall be posted as per the Constitution.

2. Special ballots shall be distributed from the union office. Ballots shall be distributed one per member and each member shall be required to sign an “eligible voters list” for it. Ballots shall not be distributed prior to the posting of the item of business being attended to. Ballots shall also not be distributed prior to the posting of the balloting procedure on the Union Board (see section 3 of this Article).
3. Balloting procedures shall be followed by the National Unifor Elections Guide.

ARTICLE 14

GRATUITIES WAYS AND MEANS

1. Purpose

The purpose of this Article is to ensure the equitable, fair and orderly distribution of gratuities to the gratuity earners at The Empress Hotel. In order for this Article to function any and all amendments and or changes shall be voted on by only the affected gratuity earners. All gratuity meetings shall use the same procedure as followed in the General Membership Meeting format as to; notice of motion (s), posting of meetings etc.

2. Recipients

The recipients of all gratuities shall be only those gratuity earners identified in Schedules "A" and "C" of "Appendix A" within Article 14 of these Bylaws and as per Schedules "A" and "C" of the current Collective Agreement.

3. Criteria for Distribution

The amount of share in gratuities for all gratuity earners governed by this article shall be based on the following criteria:

- a. Shall be based on democratic consultation with affected gratuity earners, by department by classification for gratuity earners and;
- b. Shall be based on historical traditions within the Empress Hotel

4. Gratuity Committee

The vehicle for the administration of gratuities at the Empress Hotel shall be the Gratuity Committee, which shall be at all times subject to the following:

- a. The Gratuity Committee shall be a special Committee of this Local. The Gratuity Committee will consist of one (1) Gratuity Chairperson and four (4) Committee members. The Gratuity Chairperson and the four (4) Committee Members must be Gratuity earning members of this Local. Gratuity Committee vacancies will be filled by appointment by the Gratuity Chairperson, Local President, and existing Gratuity Committee Members by way of a hands up majority vote at a special meeting.
- b. The Gratuity Committee shall have as its sole mandate that of the distribution of gratuities.
- c. The Gratuity Committee shall operate strictly within the framework of items (I) through (III) of this bylaw, and on the basis of the guidelines established by the Executive Board, of this Local in conformity with items (I) through (III) above.
- d. A failure by any member of the Gratuity Committee to carry out their duties in strict conformity with this bylaw or the guidelines resulting from it shall be removed in accordance with Article 15 of the Unifor Constitution.
- e. The chairperson of the Gratuity Committee shall be elected as per Article 8 of these ByLaws.
- f. The Gratuity Committee shall meet as frequently as is required for the effective transaction of business. All meetings of the Gratuity Committee shall be held with the following quorum; Gratuity Committee Chairperson and a minimum of two members.

- g. All financial records related to Gratuity distribution shall be audited annually and by such person(s) as appointed by the Gratuity Chairperson & the Gratuity Committee and approved by the Local Executive Board. This audit report shall be made available to the Local President, Gratuity Chair and Gratuity Committee.
- h. All outgoing members of the Gratuity Committee shall promptly turn over all books, records and any other documents pertaining to Gratuity Committee business to the incoming Gratuity Committee members following the completion of their term or at such other times as in the event of their removal or resignation from said committee.
- i. Any Gratuity Earner will be able to access "BEOs", "92's", "Event Orders" and function sheets when necessary. Monthly Employee Gratuity Statements are to be kept confidential and are not to be made available to anyone other than the gratuity earner recipient of said funds, Gratuity Clerk, Gratuity Chairperson or the Gratuity Committee.
- j. Any decision made by the Gratuity Committee with regards to gratuity distribution within a particular department may be appealed at a General Membership Meeting of the Local and may only be voted by gratuity earning members who are directly affected. This appeal shall be put forward by giving formal notice within 5 days of the decision in question. The decision made by the membership of the aforementioned appeal shall be referred to the Executive Board of this Local for implementation. Any other decisions made by the Gratuity Committee may be appealed as per the Unifor Constitution.
- k. The accountability of the Gratuity Committee in carrying out the administration of the Empress Hotel gratuities is an internal Union matter and is in no way related to the Collective Agreement between Local 4276 of Unifor and the Empress Hotel. Therefore, any dispute arising out of this bylaw shall not be subject to the grievance procedure of the Collective Agreement but rather shall be subject only to the remedies outlined in the Unifor Constitution.
- l. Gratuity Clerk(s) will be appointed by the Gratuity Committee and will be responsible for the monthly gratuity entries & all duties related to gratuity distribution. The Gratuity Clerk(s) shall be paid at an hourly wage equal to that of the Accountant's Clerk position, as defined by the current Collective Agreement. If a Gratuity Clerk from outside the hotel is hired approval must be given by the Gratuity Chair, Gratuity Committee and the Local President.
- m. The Unifor Constitution shall be the final authority in interpreting or applying any part of this article.

Appendix “A”

The following is a list of gratuity earning positions as they might be found in the current Collective Agreement between this Local and the Empress Hotel:

SCHEDULE “A”

Group 2 – Guest Services Department:

- Head Porter
- Captain Porter
- Porter
- Doorperson
- Night Porter

Group 5 – In Room Dining Department:

- Server

Group 5 - Banquet Functions Department:

- Banquet Server
- Banquet Captain
- Banquet Porter

Group 5 – Food & Beverage Outlets:

- Server
- Hosts & Hostess
- Bartender
- Restaurant Attendant

SCHEDULE “C”

Functions Department Casual Employees – Casual Servers, Casual Porter. All members holding positions listed under the heading Department – Functions as defined in the Collective Agreement between Unifor Local 4276 and the Empress Hotel and also in Schedule “C” of the aforementioned Collective Agreement.

ARTICLE 15

SIGNING AUTHORITY

As per Constitution all Local cheques shall be written and signed by the Financial Secretary.

All Local cheques must also be co-signed by the President or in (his /her) absence, the First Vice President.

ARTICLE 16

SPECIAL FUNDS AND SURCHARGES

This local shall collect a \$3 Union due surcharge, per member each pay period to be held in the following funds. This surcharge shall remain in effect until the maximum ceiling in all three funds has been reached, at which time the surcharge on all members shall cease. Once any fund falls below the identified ceiling, the surcharge shall be re-imposed.

These funds shall be identified from all other Union funds and used for the exclusive purpose as identified. All interest accrued by these funds shall be reinvested in the same account for this fund.

Grievance, Arbitration fund \$20,000. Negotiation fund \$20,000 (No monies shall be used for strike pay or strike activities) Education fund \$10,000.

ARTICLE 17

LOCAL UNION PROPERTY

All Local Union Officers, Committees and Stewards holding funds or other property of the Local shall, at the completion of their term, turn over all papers, documents, funds and/or Union property to the properly constituted Local Union Officers at the time of swearing in of said Officers.

ARTICLE 18

CONDUCT UNBECOMING OF A UNION MEMBER

The membership, including representatives, shall uphold all trade union principals and Unifor policies. Failure to uphold these principals and policies shall constitute conduct unbecoming of a union member. Said member shall forfeit their position as a Union representative if applicable and be prevented from holding a union office for a period of two years minimum and up to a maximum of five years. Hearings will be held by

the Local Executive, approved by the National Office and may be appealed as stated in the current Constitution.

ARTICLE 19

AMENDMENTS

Amendments to existing By-Laws or new By-Laws must be submitted to the National Executive Board for approval. The amendments or the new By-Laws are not effective until approved by the National Executive Board; following the Unifor Constitution Article 15, Section A, Paragraph 4.

By-Law Committee submitted to the Membership on May 5, 2016
Approved by the Membership on May 5, 2016
Passed by Rick Garant, Director of Constitutional Matters on June 28, 2016
Madeline Young - Unifor Local 4276 By-Law Chair
By-Law Committee Members:
April Medori-McNally Dawes
Cory Wilman
Patty Ross
Susan Michaels