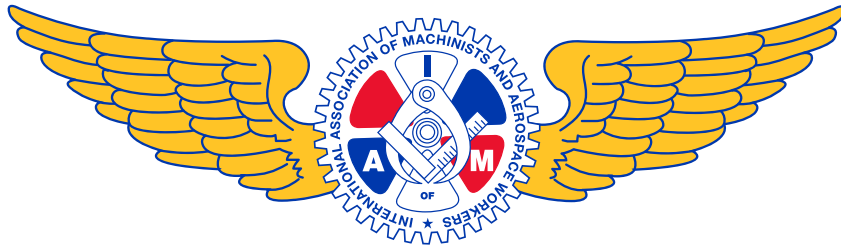


MACHINISTS UNION



LOCAL LODGE 869

RULES AND BYLAWS

International Association of Machinists and Aerospace
Workers

District 11

Rules and Bylaws of Local Lodge 869 of the IAMAW representing workers of Rolls-Royce Canada
Ltd. and Siemens Energy Canada

October 2019

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RULES AND BYLAWS OF LOCAL LODGE 869

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

I. RECOGNITION OF THE LOCAL LODGE

Section 1. This Lodge shall be known as Local Lodge 869, of the International Association of Machinists and Aerospace Workers.

(Commonly called L.L. in this document.)

(In this document, the masculine will be used for simplifying the text.)

Section 2. The L.L. includes members of the Bargaining Units working in the following workshops:

- Rolls-Royce - Shop floor
- Siemens - Shop floor

The list of units listed will be amended accordingly by the addition or loss of a Unit.

II. REGULAR MEETINGS

Section 1. The Regular Meeting of the L.L. will be held at 9960 Chemin de la Côte-de-Liesse, suite 108, Lachine, Quebec, H8T 1A1, on the third Monday of each month at 3:30pm. If Monday is a statutory holiday, the meeting will be held on the Monday of the following week, seven (7) days later. The duration of the meeting shall not exceed two (2) hours unless two-thirds of the members vote to continue the meeting. Any request to change the date of the meeting must be approved by the Executive Board (E.B.) and/or the L.L. prior to being submitted to the Canadian General Vice-President for approval.

Section 2. The presiding officer shall be the President or, in his absence, the Vice-President. If both are absent, the next ranking officer will preside the meeting.

Section 3. The quorum for the official transaction of business at a regular L.L. meeting shall be in accordance with the IAM Constitution.¹

Section 4. The Regular Meeting of the L.L. will be cancelled for the months of July and August as per the IAM Constitution.² The E.B. of the L.L. shall be authorized to conduct any normal and necessary business during these months.

III. SPECIAL MEETINGS

Section 1. The President may call a special meeting upon written request signed by ten percent (10%) of the members, in accordance with the IAM Constitution.³ The meeting shall be held as soon as possible within ten (10) working days after the President receives the written request. No less than thirty percent (30%) of the members petitioning for the special meeting must be present before the meeting can be called to order.

The call for a special meeting of the L.L. shall state the purpose of the meeting. Discussions and actions at such special meetings shall be confined to the subject for which the meeting was called.

IV. EXECUTIVE BOARD MEETINGS

Section 1.

- a) The E.B. may be elected from all Bargaining Units, it shall consist of the President, Vice-President, Recording Secretary, Secretary-Treasurer, Conductor-Sentinel, and a Board of Trustees consisting of three (3) members. It will also consist of a representative of the Siemens Bargaining Unit if required – (see section 1b)
- b) It will be deemed necessary to have a representative of the Siemens Bargaining Unit when no member of that unit is elected to a position of the E.B. This representative will be determined in the following manner:
 - In the first half of the mandate, the position will be filled by a member of the Siemens Bargaining Unit after election, by the members of the Siemens Bargaining Unit only.
 - In the second half of the mandate, a member of the Siemens Bargaining Unit will be appointed by the President with the approval of the E.B.

¹ IAM Constitution, Article D, section 3, "Regular Meetings and Quorums", pages 114-115, in effect since January 1, 2017

² *Ibid.*

³ *Ibid.*, Article D, section 4, p. 115

Although not elected for a position on the E.B., the representative of the Siemens Bargaining Unit will have a voting right to the latter.

- c) The E.B. shall meet at least one week prior to the regular monthly meeting to deliberate on all subjects brought to its attention with an intention to submit recommendations to members at the Regular Meeting. The E.B. can summon any member or committee representative to this meeting to report on their activities.

Section 2. A majority of the E.B. shall constitute a quorum.

V. NOMINATIONS AND ELECTIONS OF OFFICERS

Section 1.

- a) The officers shall consist of a President, Vice-President, Recording Secretary, Secretary-Treasurer, Conductor-Sentinel and three (3) Trustees. In addition, one (1) representative of the Siemens Bargaining Unit will be determined if required, as described in ARTICLE IV, section 1b.
- b) The officers shall be elected for a three (3) year term.
- c) Nominations shall be held at the first Regular Meeting in November preceding the election year.

Section 2.

- a) No member shall be eligible for election to any office who has not been in continuous good standing within the L.L. for the period of not less than one (1) year at the time of the nomination.
- b) Any qualified member may accept nominations to only one position.
- c) No member shall be nominated for any position if not present at the time nominations are made, unless he has notified in writing, his willingness to accept a nomination for a specified position. To be eligible for nominations and election as a Lodge Officer, the member must be in good standing for a minimum of one (1) year and have attended fifty percent (50%) of Regular Meetings during the twelve-month period ending on the date of the closing of nominations.

Members who are confined because of verified illness, on vacation, on official I.A.M. business approved by the L.L., District or Grand Lodge, or working for an employer on regular or travel assignment, reserve military leave, or jury duty, at the time the L.L. meeting is held, or on bereavement leave as stated in the collective agreement, shall be excused from attending regular L.L. meetings. They must advise the Recording Secretary in writing for the reason of their absence prior to the start of the meeting.

- d) If, in accordance with the qualifications specified in the preceding paragraph, it is impossible to fill a nomination, the member with the most attendances at meetings will be eligible for nominations and elections.
- e) When officers or members are required to leave the plant on lodge business, they will notify the Recording Secretary of their absence. If their absence coincides with a Regular Meeting, they will notify the Recording Secretary in writing, with their willingness to accept nominations, if there are nominations during their absence.
- f) When an elected officer passes away or resigns his position, the E.B. will appoint a member if fifty percent (50%) or less of the mandate remains.

Section 3. The Recording Secretary shall have the ballots prepared for the elections. In his absence, the senior Trustee shall have the responsibility for having such ballots prepared. Forms to request an absentee ballot are available by contacting the Chairman or the Assistant Chairman of the Shop Committee and/or the Chief Stewards. The candidates who receive the highest vote for their respective offices or positions shall be declared elected.

Section 4. Balloting for officers shall take place in the L.L. offices where regular monthly meetings are held for members. Balloting for the other committees and Shop Stewards shall take place at 9500 Chemin de la Côte-de-Liesse, Lachine, Québec, H8T 1A2 for the Rolls-Royce Bargaining Unit and at 2200A Courval, Lachine, Québec, H8T 3H1 for the Siemens Bargaining Unit in a location designated by the E.B.

VI. OFFICERS DUTIES AND RESPONSIBILITIES

Section 1. The E.B. shall consist of the President, Vice-President, Recording Secretary, Secretary-Treasurer, Conductor-Sentinel and three (3) Trustees and, if required see

Article IV, Section 1. The E.B. receives a report from all L.L. committees and ensures the functioning of these committees. The E.B. is responsible for the application of the L.L. bylaws and the execution of all motions accepted by the L.L. which are in line with the bylaws and the IAM Constitution. The E.B. is responsible to put into action all directives, policies and official programs of the Grand Lodge or District.

The E.B. ensures that the L.L. functions properly and decides which office equipment, furniture, paperwork and all communications and information tools are deemed necessary.

Section 2. The President, Vice-President and Secretary-Treasurer are jointly authorized to open a bank account and to conduct business in the name of the L.L.

Section 3. All officers, employees, or other individuals of the L.L. who are responsible for, and who are called upon to handle the funds of the lodge, are endorsed in accordance with the IAM Constitution and the IAM Policy relating thereto.⁴

Section 4. All officers of the lodge, at the expiration of their term of office, or in cases of removal or resignation from office, shall turn over to their successors all books, papers, funds, or other properties of the lodge within one (1) week of the date of which the successor assumes office.

Section 5. If any officer of this L.L. is absent from three (3) consecutive meetings without being excused beforehand, shall be deemed to have resigned from his position.

Note: "consecutive meetings" is defined by the combination of E.B. meetings, Regular Meetings, and Special Meetings of the L.L.

VII. LOCAL LODGE PRESIDENT

Section 1. The L.L. President, with the approval of the E.B., appoints members of all committees except for elected committees or positions as per L.L. bylaws. The President shall appoint the Communicator and the Educator in accordance with the IAM Constitution.⁵

VIII. COMPOSITION OF COMMITTEES

Section 1. Nominations for elections of the Rolls-Royce Shop Committee Chairman, Assistant Chairman, and Chairman of the Siemens Shop Committee, shall be held every three (3) years. If the composition of the committee allows, there will also be nominations for other members of the Shop Committees. The elections for these positions will be in December.

Section 2. Only the Shop Stewards, the Chairman or Assistant Chairman of the Rolls-Royce Shop Committee, the Chairman of the Siemens Shop Committee, the Chief Stewards of the

Bargaining Units or the Shop Committees are authorized to investigate and to raise grievances on the members' behalf for their respective collective agreements. In the event the District does not proceed to arbitration with a given grievance, the Shop Committee or the Chief Steward, with the approval of the E.B., shall make a recommendation on whether or not the case is well-founded, prior to submission at the Regular Meeting.

Section 3. If the composition of the committee allows it, one member of the Shop Committee will be assigned to a permanent second shift to provide service to members on that shift.

Section 4. Nominations for the election of a Prevention Representative and nominations for the election of the Health & Safety Committee members will be held every three (3) years. Elections for these positions will be held in December.

Section 5.

- a) The Rolls-Royce Negotiation Committee shall consist of the highest-ranking officer of the E.B. belonging to this Bargaining Unit, one (1) member of the Shop Committee, and three (3) elected members. Nominations for the election of the three (3) voted members of the Rolls-Royce Bargaining Unit will be held two (2) years before the expiration of the current collective agreement. The Shop Committee will itself decide which one of them shall be on the Negotiation Committee. Only the Negotiation Committee is authorized to negotiate changes to the current collective agreement. Any amendment to the collective agreement must be ratified by the members of this bargaining unit.
- b) For other bargaining units, nominations for the election of the Negotiation Committee members will be held between one (1) and two (2) years prior to the expiration of their collective agreements, whenever possible. Only the Negotiation Committee along with the IAM Business Representative of a unit are allowed to negotiate changes to their current collective agreement. Any amendment to the collective agreement must be ratified by the members of the unit affected by the amendment.

Section 6. An Auditing Committee shall, immediately after the end of June and December, proceed with the examination of the books and accounts of the L.L. in accordance with the appropriate provisions of the IAM Constitution. The Auditing

⁴ *Ibid.*, Article D, section 9, p. 117-118

⁵ *Ibid.*, Article D, section 13 and 14, p. 119-120.

Committee shall be elected in accordance with the applicable provisions of the IAM Constitution.⁶

Section 7. Nominations for the election of the Pension Committees will be held every three (3) years. The Pension Committees shall be made up of three (3) elected members who are administrators of the Rolls-Royce and Siemens Bargaining Unit hourly paid employee's Pension Committees. Of the three (3) members, two (2) are administrators with voting rights and one (1) is a member without voting rights. The President of the L.L. will appoint, with the approval of the E.B., the two (2) representatives who have voting rights.

Section 8. Any member elected to a Union position who is absent from three (3) consecutive Regular Meetings without being excused beforehand, shall be deemed to have resigned from his position.

Section 9. Any member within the Union structure who accepts a temporary managerial position within the Company (human resources, management, supervisor...) will advise the Union of his intentions and will have to automatically resign from all his Union positions (elected or not) in the L.L. for the remainder of his mandate.

Section 10. When an elected member passes away or resigns from his position, the President, with the approval of the E.B., shall appoint a member to this position for the balance of the term if fifty percent (50%) or less of the mandate remains.

IX. SHOP STEWARDS

Section 1. Nominations for the election of Shop Stewards will be held every three (3) years. Shop Stewards are elected by the members under their authority. Any members who are on shift rotation can apply on these positions.

Section 2. The duty of a Shop Steward is to enforce the collective agreement and to represent members under their authority. Shop Stewards have the obligation to attend Shop Steward's meetings, regular monthly meetings, and Special Meetings as much as their work schedule permits.

Section 3. Any Shop Steward who is absent from three (3) consecutive lodge meetings, and who does not present valid reasons for such absence, shall be deemed to have resigned from his position.

Note: The words "consecutive meetings" is a combination of Shop Steward's meetings, regular monthly meetings, and Special Meetings.

Section 4. When a Shop Steward passes away or resigns from his position, the President, with the approval of the E.B., will appoint a member if fifty percent (50%) or less of the mandate remains.

X. LOCAL LODGE BUSINESS

Section 1. When an officer, delegate, committee member or any other member is sent away on authorized business by the L.L., he will be allowed the following expenses:

- a) His transportation will be arranged and paid for by the L.L. The mileage allowance for the use of an automobile in connection with lodge duties shall be paid according to the rate put forth and revised by the Canada Revenue Agency. The costs of parking, public transport or road tolls accompanied by receipts will also be reimbursed.
- b) The allowance will be twenty dollars (20.00 \$) for less than five (5) hours or thirty-five dollars (35.00 \$) for a complete day. Except for parking, public transport, or road toll fees, these allowances do not apply for assignments in Company locals or locals rented by the L.L. or the District when doing regular functions as an officer, steward, or a member of a committee, unless these costs are paid by the District or an affiliation.
- c) When lodging is required, the cost of a single room hotel accommodation offering the best price and close to where the event occurs will be paid in full. In addition, a daily per diem of ninety dollars (90.00 \$) in the currency of the country where the event occurs will also be paid.
- d) A daily per diem of twenty dollars (20.00 \$) in US currency will be allocated to all members in training at the William W. Winpisinger (W3) Technological and Educational Center as per IAMAW policy.
- e) Officers, Stewards, and members in an authorized assignment by the L.L., shall have the necessary time clearance to accomplish their functions.
- f) When the activity is outside of Canada, the member may claim the cost of all risk insurance if he is not covered by an insurance policy in his collective agreement.
- g) The L.L. will reimburse the mileage expenses to any member traveling by car to the William W. Winpisinger (W3) Technological and Education Center, and the amount shall be determined by the Grand Lodge.

⁶ *Ibid.*, Article C, section 7, "Auditors", p. 111

- h) When money is paid in advance, all excess spending will be returned by check or money order to the Secretary-Treasurer within 30 days following the assignment.

XI. ALLOWANCES

Section 1. The Officers, Webmaster, Communicator, Educator, and if required, the Siemens representative, will receive monthly allowances to cover expenses incurred in the performance of their duties:

Members of Executive Board	Amount
President	350.00\$
Vice President	200.00\$
Recording Secretary	285.00\$
Secretary-Treasurer	285.00\$
Conductor-Sentinel	87.00\$
Trustees (each)	87.00\$
Educator	80.00\$
Communicator	80.00\$
Webmaster	80.00\$
Siemens Representative (if required)	87.00\$

These allowances are to be paid at the end of each quarter, namely March, June, September and December. These allowances will be reduced by half if anyone in the above list does not attend a minimum of one (1) regular monthly L.L. meeting within a quarter.

Section 2. Shop Stewards, elected committee members, and E.B. members working on second shift shall have the necessary time clearance for lost time to attend the regular monthly meetings and/or the monthly E.B. meetings.

Section 3. The Chief Stewards and members of the following committees: Shop Committee, Health & Safety Committee, and Pension Committee, will receive the following monthly allowances:

Members of Committee	Amount
Chairman of the Rolls-Royce Shop Committee	225.00\$
Chairman of the Siemens Shop Committee	125.00\$
Assistant Chairman of the Rolls-Royce Shop Committee	190.00\$
Shop Committee Rolls-Royce (2 members)	140.00\$
Shop Committee Siemens (2 members)	100.00\$
Health & Safety Committee Rolls-Royce (4 members)	80.00\$
Health & Safety Committee Siemens (3 members)	50.00\$
Pension Committee Rolls-Royce (3 members)	80.00\$
Pension Committee Siemens (3 members)	50.00\$

Section 4. Shop Stewards and members of the Negotiation Committees will receive monthly allowances as follows:

Members of Committee	Amount
Shop Stewards Rolls-Royce and Siemens	80.00\$
Members of the Negotiation Committee Rolls-Royce and Siemens <i>(during the period of pre-negotiations and negotiations)</i>	70.00\$

These allowances are to be paid at the end of each semester of the year, namely July and January. These allowances will be reduced by half if anyone in the above list does not attend a minimum of two (2) regular monthly meetings within a semester.

Section 5. To give a watch with the Union logo to members who leave for retirement, the L.L. shall maintain an inventory of between:

- 5 and 15 men’s watches.
- 2 and 5 women’s watches.

Section 6. If a member is elected to more than one (1) position within the L.L., he will only be able to claim the highest expense allowance out of these positions.

Section 7. The allowance will not be maintained in case of a prolonged absence exceeding one (1) month except in cases of family leave, sickness, or accident. If a replacement is required to assume the functions temporarily, the allocation of the absent person will be transferred to his replacement. This decision will be approved by the E.B.

XII. LODGE FUNDS

Section 1. Any activities carried out in the name of the L.L. shall be approved by the E.B. and the L.L.

Section 2. When Officers or members are required to leave the plant on lodge business, they must fill the expense claim form and such form shall be kept on file in the L.L. office until the next audit.

Section 3. In the event of misappropriation of lodge funds by any members of the L.L., charges may be made against them under the appropriate provisions of the IAM Constitution.⁷

Section 4. Except for normal regular L.L. expenses, all expenses in excess of one thousand dollars (1,000.00 \$) will be submitted to a vote at the Regular Meeting. In addition, a notice of this expense must be posted on the Union bulletin boards for five (5) days prior to the Regular Meeting.

⁷ Ibid., Article L, section 1-3, p. 146-148

XIII. MONTHLY UNION DUES

Section 1.

- a) The Union dues of the L.L. shall be indexed at a 2% yearly rate, plus the increases from the Grand Lodge and District.

Of this amount, one dollar (1.00 \$) per member per month will be set aside for the strike fund, and another one dollar (1.00 \$) per member per month will be used to finance the retirement course Prendre En Main Sa Retraite (PEMSR). All funds from PEMSRS which are not used will be automatically transferred to the Emergency Fund at the end of the year.

- b) Any increase in tax per capita of all affiliations, Grand Lodge, District, or any other increase approved by the Grand Lodge shall increase the monthly union dues by an equal amount.

Section 2. The initiation fee for new members will be the equivalent of two (2) months' dues and the reinstatement fee will be the equivalent of two months' dues.

Section 3. Universal transfers will be as described in the IAM Constitution.⁸

Section 4. Any increase in initiation fees or re-installment fees of the Emergency Fund and of the L.L. monthly Union dues are subject to the procedure stated in the IAM Constitution.⁹

XIV. SOCIAL AND WELL-BEING COMMITTEE

Section 1. The Social and Well-Being Committee shall consist of the Social Delegates and one member of the E.B.

Section 2.

- a) The members of the committee shall communicate with members on long term disability at least once (1) per year to do a follow up.
- b) Flowers, or a maximum donation of two hundred dollars (200.00 \$) shall be sent upon the death of a lodge member or a member of his immediate family: husband, wife, common-law partner, or child. Furthermore, a committee representative or a L.L. member shall be assigned to attend the funeral.

- c) The Vice-President will oversee celebrations and social activities of the L.L.

Section 3. All Social and Well-Being Committee expenses will be in accordance with the bylaws of the L.L.

Section 4. For all donations and requests for sponsoring, sanctioned by the Grand Lodge, the allowable amounts shall be as follows:

- Strike donation: a minimum amount of one hundred and fifty dollars (150.00 \$)
- Centraide: a maximum amount of five hundred dollars (500.00 \$) per year;
- Mira: a maximum amount of five hundred dollars (500.00 \$) per year;
- A gift certificate from a grocery store of two hundred and fifty dollars (250.00 \$) per year for a member on long term disability (LTD);
- A maximum of five hundred dollars (500.00 \$) per sponsorship for an annual maximum of two thousand dollars (2000.00 \$);
- Natural disaster relief, each request will be determined case by case;

Any request for sponsorship must be submitted to the E.B. for evaluation, and a recommendation shall be presented at the Regular Meeting of the L.L. for approval. The L.L. will then submit a request for social expenses to the Canadian General Vice-President.

XV. EMERGENCY FUND

The growth of the fund is ensured by contributions of five dollars (5.00 \$) per member per month taken from our current account. As soon as the Emergency Fund reaches an amount of two hundred thousand dollars (200,000.00 \$), transfers into this Fund will cease. This transfer is reinstated if the Fund falls below the threshold of two hundred thousand dollars (200,000.00 \$). This fund shall not be used for any other purpose except as specified herein.

During a labour conflict (strike or lock-out) or any other emergency, this fund will be used to pay costs related to all expenses which are the direct result of this event and which would not be assumed by other bodies.

More specifically, but without limiting it to this, the costs, charges, penalties, and other obligations being committed to:

- The procurement of a strike headquarters or any other alternative solution considered appropriate;
- Guarantee the extension of insurance coverage that must be maintained for the membership during this period;

⁸ *Ibid.*, Article I, section 5, "Universal Transfers", p. 130-131.

⁹ *Ibid.*, Article C, section 6, "Monthly Reports to the Grand Lodge", p. 110.

- The maintenance of effective means of communication;
- Ensure the necessary coordination and transportation;
- Employ the services of lawyers or an outside firm to assist in the negotiation of the collective agreement.
- Create, support, and maintain pressure tactics during negotiations between the Company and the Union.

If the fund's liquidity permits, the L.L. will pay the equivalent strike benefits equal to those of the Grand Lodge for the first two weeks. Only regular members who participate in picket lines or who are assigned to other strike duties will be entitled to strike allowances. Beyond these two weeks, an additional sum could be given as a supplement to the benefits received from the Grand Lodge.

XVI. AMENDMENTS

Any amendments to these bylaws may only be submitted once (1) a year in September for the first reading and is subject to the following procedures:

- a) All proposals must be submitted in writing to the Recording Secretary, signed by at least five (5) members. Such proposals shall be given to a Bylaw Committee appointed by the President of the L.L.
- b) The proposed changes must be read at two (2) consecutive Regular Meetings. Immediately

following the second reading, the Bylaw Committee shall submit their recommendations.

- c) Prior to proceeding with the second reading, which must be at the Regular Meeting in October, the proposed changes must be displayed in the Union billboards five days (5) before the day of the vote. This notice shall indicate the time, date, and location of the second reading, and will also indicate that a vote will be taken on the Bylaw Committee's recommendations.
- d) Each proposal must be considered and voted upon separately. A majority vote by those present having voted is needed for adoption.
- e) Triplicate (3) copies of approved proposals, together with the primary copy of bylaws shall be referred to the International President for approval and designation of an effective date. A copy of the approved proposals shall also be forwarded to the Canadian General Vice-President's office.

Section 2. No disposition in these bylaws shall be construed or applied in a manner that will conflict with the provisions of the IAM Constitution. All matters arising and not specifically covered by these bylaws shall be governed by the IAM Constitution.

Section 3. Any request for dispensation to these bylaws must be approved by the E.B. and if time allows, by the L.L.