BYLAWS

IAM UNION

LOCAL 99

DEFINITIONS

For the purposes of these Bylaws, the following meanings shall apply whenever they are used, unless the context clearly indicates otherwise.

For the purposes of these Bylaws a Branch is a separate geographical location for each company in that region.

For the purposes of these Bylaws, “CSS” may substitute for “Chief Shop Steward”.

For the purposes of these Bylaws, “IAM” will substitute for “IAM Union”.

BYLAW 1 - ORGANIZATIONAL STRUCTURE

1.1 Government of the Union shall be conducted by the membership in accordance with IAM Constitution and Local 99 Bylaws.

1.2 Management of Local 99 Business shall be conducted by an Executive Board, who’s Officers shall be responsible for operational aspects in accordance with the IAM Constitution and Local 99 Bylaws.

1.3 Regular Monthly Membership meetings will be held at predetermined locations, and will include a hybrid in-person/virtual option, on the second Wednesday of the month. The Executive will set locations in November for the following year. Quorum & voting will be by the Constitution. There will be no Regular Monthly Membership Meeting in July and August as per the IAM Constitution.

1.4 Members may participate individually in membership meetings virtually from their personal internet-capable device (no company supplied devices). Every virtual participant will use their first and last name as their screen name and must use video capability throughout the duration of the meeting so that the Conductor-Sentinel can note attendance and verify that only members are participating. Union financial reports shall not be presented virtually, and virtual meetings shall not be recorded in any form. Members online will count towards quorum. For all other matters regarding virtual attendance, reference Official Circular No. 895 (01-01-2025).

Approved: 9 – 15 – 2025

Effective: 9 – 1 – 2025

BYLAW 2 - STEWARDS AND CHIEF SHOP STEWARDS

2.1 The term of office for a Chief Shop Steward shall be four (4) years (2021, 2025, 2029...,) and such election shall be conducted by secret ballot.

2.2 Stewards shall be elected to represent members and carry out business of the Union at the branch or stand-alone location within a branch having six (6) or more members in accordance with IAM Constitution and Local 99 Bylaws.

2.3 Stewards meetings should be held at least once a month for each branch. Copies of reports/minutes will be sent to the Recording Secretary of the Local.

2.4 Stewards who permanently relocate to a different Branch must be re-elected as per these bylaws into a Steward position by the members at the new Branch.

2.5 Any member who is laid off, terminated, or retires will not maintain their position as a Shop Steward or Chief Steward. The vacated position will be filled as per these bylaws.

2.6 Chief Shop Stewards will be elected in accordance with these bylaws. Chief Shop Stewards will have been a Steward for at least one (1) year prior to running for a CSS position.

2.7 The term of office for a Chief Shop Steward shall be four (4) years (2021, 2025, 2029...,) and such election shall be conducted by secret ballot.

2.8 Chief Shop Stewards who relocate to a different Branch must be reelected as per these bylaws into a Shop Steward position by the members at the new Branch prior to being eligible to run for the position of Chief Shop Steward.

2.9 Chief Shop Steward vacancies shall be filled by electing a Steward from the branch affected, for the remaining term of office.

2.10 The CSS's from the affected bargaining unit shall have the responsibility to elect their Negotiation Committee. The Negotiating Committee will be elected from CSS's and Executive Board Members from their affected bargaining unit. In the event not enough CSS's are available for a particular bargaining committee, experienced stewards, then members can be used to make up the bargaining committee.

2.11 The Chief Shop Stewards will meet a minimum of two (2) times per calendar year.

2.12 Local 99 Executive Board members who are not Chief Shop Stewards shall attend the Chief Shop stewards meeting. These Executive Members will have voice and vote at these meetings.

2.13 It is the duty of the elected Steward to initiate proceedings for the settlement of grievances and complaints. The Branch CSS has a responsibility to ensure that all grievances are given due consideration.

2.14 If a satisfactory solution to a grievance cannot be reached at the appropriate level, the Branch CSS shall provide the Business Representative with details in order to pursue the matter to successive levels.

BYLAW 3 - EXECUTIVE BOARD

3.1 The Executive Committee hereafter referred to as the Executive shall be composed of these Officers, namely: President; Vice President; Secretary-Treasurer; Recording Secretary; Conductor-Sentinel and a minimum of three (3) Trustees. Each Bargaining Unit will be entitled to hold one Trustee position. All Executive members will have voice and vote at Executive Meetings. Non-voting members will be the Communicator and Educator who are appointed as per Article C of the IAM Constitution.

3.2 The term of office for the Executive Board shall be three (3) years and elections shall be conducted by secret ballot.

3.3 Interim vacancies on the Executive shall be filled by appointment from other Executive Board members and/or eligible Chief Stewards by the remaining Executive Board members if there is less than fifty percent (50%) of the term remaining. If there is more than fifty percent (50%) of the term remaining, nominations will be held at the next regular membership meeting. The absentee ballots will be counted at the first Regular Monthly Membership meeting held after forty-five (45) calendar days have elapsed from the date of nominations. In order to be considered in the count the absentee ballots will need to be received in the Union office by the end of business the day before the count.

3.4 The Executive shall be responsible for daily operation and management of the Union's affairs, under the direction of the membership.

3.5 At all Executive meetings a quorum shall consist of 50% or more of the Executive, and will include a hybrid in-person/virtual option.

3.6 The Executive Board shall have the responsibility to dispense Local funds for properly sanctioned requests. Such requests will be brought forward at the regular monthly executive meeting. The approved requests require approval of the membership.

Any monetary motions to be brought forward at a regular monthly membership meeting that is for over $500.00 will be submitted to the President, in writing, at least two (2) weeks before the next scheduled membership meeting.

3.7 In order to revoke any action taken by the Executive a majority vote of the membership attending a meeting at which such matter is brought forth shall be necessary.

3.8 Between regular monthly membership meetings it shall be the duty of the Executive to deliberate upon all matters and transact any business referred to it by the Local and consider all matters coming to its attention for the good and welfare of this Local, and as soon as possible thereafter, to report to the Local its recommendations.

3.9 All Executive Members shall endeavor to attend all Executive and Membership meetings. It is the responsibility of every Executive Member to notify the President of any absence. In the event that an Executive Member misses three (3) consecutive, and/or 50% of the scheduled meetings, a discussion will be had by the Executive to ensure the commitment of the individual.

3.10 Dependent on the outcome of Section 3.9, the process of Article L of the Constitution may be applied.

BYLAW 4 - ELECTION OF STEWARDS AND CHIEF SHOP STEWARDS

4.1 Every Branch or stand-alone location within a Branch having 6 or more members, shall have one Chief Shop Steward plus at least one additional Shop Steward for each 100 members. The number of CSS positions will be determined by the Executive Board in consultation with the affected members.

4.2 Chief Shop Stewards shall be elected by the membership of each Branch or stand-alone location within a Branch having 6 or more members, from the elected Stewards.

4.3 When only one Steward is elected in a Branch or stand-alone location within a Branch, that person shall automatically fill the position of Chief Shop Steward.

4.4 The nomination process for steward positions starts February 1st and must be completed by April 15 of an election year. The number of steward positions in each Branch or stand-alone location within a branch having 6 or more members will be determined by the President in consultation with the affected members. Nominations are made for each steward position by members in that branch or stand-alone location within a Branch having 6 or more members. Where there are more nominees than Steward positions available, the membership of the Branch or stand-alone location within a Branch having 6 or more members, will vote by secret ballot to determine the successful candidate(s).

Election for Shop Stewards shall be held in their affected Branch/or stand-alone location within a branch having 6 or more members, every four (4) years (2025, 2029, 2033 etc.). To align with district bylaws, the 2021 term will only be for 3 years. Those elections are to be held after the nomination process has been finished and are to be completed by May 31st of an election year.

Elections for the position of Chief Shop Stewards will commence after Steward elections have been finished, and are to be completed by June 30th.

Election for the position of Chief Shop Steward(s) are restricted to elected Stewards in the Branch/or stand-alone location within a branch having 6 or more members, who are willing to stand for election as a Chief Shop Steward. Where there are more stewards willing to let their name stand than CSS positions available, the membership of the Branch or stand-alone location within a branch having 6 or more members will vote by secret ballot to determine the successful candidate(s).

4.5 In the event a steward vacancy is created during normal term of office, a special election may be requested of the Executive Board. This will fulfill the remaining term of office.

4.6 Should a vacancy occur for a Chief Shop Steward, a new Chief Shop Steward will be elected as per 4.4.

4.7 In the event the duly elected Chief Shop Steward is unable to attend a Chief Shop Stewards meeting the Branch or stand-alone location within a branch having 6 or more members, shall have the option of sending an alternate Steward to the meeting. The alternate shall have voice and vote at the meeting which he/she attends.

BYLAW 5 - ELECTION OF EXECUTIVE OFFICERS

5.1 Nominees must be members in good standing for at least one (1) year prior to nomination as per IAM Local 99 Bylaws and the IAM Constitution.

5.2 Nomination for Executive positions will be held at the September regular monthly membership meeting of election years. As per the IAM Constitution, the President will also appoint a minimum of three (3) Tellers at the September Executive Meeting. The ballots will be counted at the December regular monthly membership meeting.

5.3 In person voting will take place at the regular membership meeting in December before counting of the ballots. In order to be considered in the count, the absentee ballots will need to be received in the Union office by the end of business the day before the count.

5.4 In case of a tie vote for any position, a runoff ballot will be taken to break the tie and decide the successful candidate.

BYLAW 6 - EXECUTIVE OFFICER DUTIES

6.1 The President’s duties are:

- To ensure the IAM Constitution and Local 99 Bylaws are followed.
- Preside over monthly Executive Board meetings, as well as the regular monthly membership meeting.
- Signing authority.
- Perform any other duties as per the IAM Constitution.
- Bylaw Committee
- Organizing Committee

6.2 The Vice President's duties are:

- Assist with Steward Training and membership education.
- Signing Authority, only if President is absent.
- Coordinate Union activities.

- Maintain contact with Local Stewards and report findings to the Executive Board.

- Maintain/update Steward's lists and election nomination forms.

- Perform any other duties as per the IAM Constitution.

The Vice President shall act on behalf of the President in the latter's absence, and shall assume the office of President in case of vacancy or resignation for the remaining term.

6.3 The Secretary-Treasurer's duties are:

- Sign negotiable instruments on behalf of the IAM along with the President or in his/her absence the Vice President.

- Pay bills and deposit income.

- Maintain financial journal and records.

- Prepare financial reports.

- Submit financial records to Audit Committee as per the IAM Constitution.

- Maintain a financial policy.

- Prepare annual budget

- Work with Recording Secretary to maintain dues payment books.

- Perform any other duties as per the IAM Constitution.

6.4 The Recording Secretary's duties are:

- Maintain membership records and cards.

- Ensure dues payment books are kept up to date.

- Work with Communicator on maintaining all newsletter publications.

- Maintain meeting and business records.

- Perform any other duties as per the IAM Constitution.

6.5 The Conductor-Sentinel's duties are:

- Books accommodations and meeting rooms.
- Perform any other duties as per the IAM Constitution.

6.6 The Trustee's duties are:

- Maintain and monitor Local assets and property.
- Assist with Local audits.
- Perform any other duties as per the IAM Constitution.

BYLAW 7 - UNION ADMINISTRATION

7.1 At the regular monthly meeting in February of the year in which the Business Representative term expires, the Local Recording Secretary shall prepare and present to the meeting, a list of the members who are eligible to be nominated and/or vote in the Business Representative election.

7.2 At the regular monthly meeting in March of the year in which the Business Representative term expires, the Local will accept nominations from qualified members for the position of Business Representative. The successful nominee's names shall be submitted to District 14 as per District 14 Bylaws.

7.3 In order to qualify for nomination and/or voting for the position of Business Representative the following qualifications must be met.

1. Have been a member in continuous good standing for not less than two (2) years.
2. Have been a Chief Shop Steward for at least twelve (12) months and/or have been and Executive Committee member for at least twelve (12) months.
3. Or be the incumbent Business Representative.

BYLAW 8 - BARGAINING UNIT STRUCTURE

8.1 Each bargaining unit, as described in the unit certificate issued by the Labour Board, may operate as an individual entity while being a part of the IAM Local 99.

8.2 Election of Stewards and Chief Steward(s) to represent members of a bargaining unit shall be the exclusive right of affected members.

8.3 Issues and concerns arising from an individual bargaining unit shall be the responsibility of the elected Stewards of that unit.

BYLAW 9 - NEGOTIATING COMMITTEE

9.1 The Negotiating Committee shall be elected from the Chief Shop Stewards and Executive Board members of the affected bargaining unit. Only those in attendance at the meeting where the election takes place will be allowed to vote. The Committees shall not exceed 4 in number, except that up to two (2) alternates also be elected. In the case of a bargaining unit not having enough CSS's based on members, shop stewards will be eligible to run for committee.

9.2 A secret ballot vote will be held to elect the members of the committee plus the alternates. In the case of any tied votes a run-off election will be held. The CSS's with the highest numbers of votes will become the Negotiating Committee.

9.3 After the Negotiation Committee has been elected, a second nomination and vote will take place for the alternate(s).

9.4 It shall be the duty of each Negotiating Committee to negotiate Collective Agreements, which serve the specific interests of the affected bargaining unit, IAM Local 99 and District 14.

9.5 When a negotiated settlement offer is presented to the affected membership for ratification, it shall include a statement from the Committee outlining their opinion with respect to the IAM Local 99's bargaining position. It shall explain alternatives available in the collective bargaining process.

9.6 Any memorandum of agreement entered into by the Committee with an Employer will be subject to ratification by the membership of the affected bargaining unit before the same is binding on the members.

9.7 A majority vote of affected members attending meetings called for the purpose of considering a negotiated settlement, shall be final and binding upon the IAM Local 99 and its affected members.

9.8 After a 2/3 majority strike vote of the affected bargaining unit is held, the Negotiating Committee shall have the right to call a strike after notifying CSS and the affected membership.

BYLAW 10 – COMMITTEES

10.1 The following Standing Committees when needed shall be elected from the CSS at the CSS meeting following the CSS elections. A secret ballot vote will be held to elect the members of the committee plus the alternates. In the case of any tied votes a run-off election will be held. The CSS's with the highest numbers of votes will become the committee and the next runner ups will become the alternates.

Audit Committee Bylaw Committee

Terms of office for all committees will be three (3) years.
Terms will be in the following years 2024, 2027, 2030, etc...
In the event of a vacancy or a resignation, committee vacancies will be filled by appointment for the remainder of the term by the President under advisement of the Executive Board of the Local.

The President or Vice President will sit on the Bylaw and Organizing Committees under advisement of the Executive Board.

10.2 The Bylaw Committee shall meet a minimum of once annually.

10.3 The following committees as required will be filled from members upon approval of the President with advisement of the Executive Board.

Veterans Committee Women's Committee

Education Committee Political Action Committee

Organizing Committee Human Rights Committee

BYLAW 11 - UNION TRAINING

11.1 In an effort to ensure that training is distributed evenly amongst the Steward base, training will be distributed as evenly as possible with approval of the Executive. Dependent upon:

- Eligibility
- Length of union service as a steward or other officer
- Position/role held
- Availability of training
- Past training/enrollment
- Bargaining Unit

11.2 An ongoing program shall be maintained for the development, training and education of Union Stewards. The main objective will be to instruct the Stewards in their duties and services required by the members. It will coincide with materials prepared for the Steward manual.

11.3 Courses, seminars or conventions sponsored by an educational institute may be attended by IAM Local 99 Officers and members. The subject of a course, seminar or convention must be relevant to an Officer's responsibilities. A policy covering cost control and frequency of attendance shall be decided by the Executive.

11.4 Courses, Seminars or conventions sponsored by any Labour Organization that we are affiliated with may be attended by IAM Local 99 Officers and members. The number of Officers attending any such courses, seminar or conventions shall depend on the nature of the course, the number of available positions, and how this will most benefit the Union. These decisions shall be made by the Executive.

BYLAW 12 - DUES & INITIATION FEES AND FINANCIAL POLICY

12.1 The current amount of Local dues is two and a quarter (2 ¼) hour's regular pay per month per member.

12.2 Membership dues and fees will be remitted to IAM Local 99 via payroll deduction, which is a condition, prescribed on the Membership Application form to be completed at the time of hire.

12.3 The dues are payable immediately upon employment and monthly thereafter.

12.4 When a member is off work due to sickness, disability, or WCB, the dues rate will be two dollars ($2.00) per month.

12.5 When a member is unemployed, the dues rate will be two dollars ($2.00) per month.

12.6 All members are responsible for keeping their dues current. When a member is laid off or leaves the employer for any reason, or simply forgets about his/her unemployment dues, the member is subject to a penalty reinstatement fee of six (6) times the current hourly rate when called back to work.

12.7 The President, Vice President and Secretary-Treasurer shall have the signing authority for all cheques drawn on the accounts of the IAM Local 99.

12.8 All cheques issued on behalf of the IAM Local 99 must be signed by any two of the Officers listed in 12.7, one of which shall be the Secretary-Treasurer.

12.9 A member who is authorized to perform Union duties or a delegate who attends a Convention or Conference shall be reimbursed for lost time, and reasonable out of pocket expenses for meals and accommodation. The normal allowance for meals is currently set at twenty (20) dollars for breakfast, twenty-five (25) dollars for lunch, and thirty (30) dollars for dinner. Where a delegate attends a convention or conference he/she shall receive a $95.00 per diem in the host country funds. Any justifiable amount exceeding these amounts shall be considered for payment when accompanied by original receipts and an explanation. Any meal expense submitted for reimbursement that contains more than a fifteen percent (15%) tip will have the tip amount adjusted to a maximum of fifteen (15%) of the meal and beverage total.

12.10 Members shall be entitled to an expense allowance as follows:

- For members traveling to the William W. Winpisinger Education and Technology Center.

- $50.00 (U.S. Dollars) per Diem per day for travel days to and from the William W. Winpisinger Education and Technology Center.

- $20.00 (U.S. Dollars) incidental allowance per day for full days spent at the William W. Winpisinger Education and Technology Center.

- Other reasonable out of pocket expenses for travel to and from the William W. Winpisinger Education and Technology Center, will be considered for payment when accompanied by original receipts and an explanation.

- Members incurring reasonable out of pocket expenses while conducting authorized local business, or acting on behalf of the Local shall be reimbursed up to two hundred ($200.00) when accompanied by original receipts and an explanation.

12.11 A travel allowance of $0.61 per kilometer shall be paid to any member required to use their own vehicle for IAM Local 99 business. Travel of less than 50km one way is not eligible for travel allowance. Air, rail, or bus fares will be paid should these methods of travel be used, depending upon the distance and time involved and the availability of public transportation. An attempt to use most economical mode of transportation will be made. The IAM Local 99

will carry WCB coverage for all IAM Local 99 members required to perform IAM Local 99 work for IAM Local 99.

12.12 A reinstatement fee shall be levied against any former member of Local 99 returning to bargaining unit status from a management or salary position. The amount of the reinstatement fee shall be equal to one (1) month of current dues times (X) the number of months away from the bargaining unit to a maximum of $2,500.

12.13 Where a member in good standing provides an organizing contact, which results in a certification and a first collective agreement, the IAM Local 99 shall pay this member $20.00 per new member. This payment will be based on the number of new members that vote at the time of certification.

12.14 In the event of a sanctioned strike action, affected members must perform a minimum of 20 hours per week of duties as assigned by the strike committee, in order to receive strike benefits.

12.15 Notwithstanding bylaw 12.16 members whose normal place of residence is more than 100 km round trip from an active picket line, shall be called upon by the strike committee, and/or their strike captain to carry out strike related duties from their place of residence. Failure to complete assigned duties will result in the termination of strike benefits.

12.16 In the event of a sanctioned Strike, the IAM Local 99 emergency fund will be used to fund the ongoing operation of the IAM Local 99.

12.17 When a member of Local 99 submits a claim for lost time to perform Union related duties, the member shall complete an Employer or Union provided timecard, and forward the timecard to the Secretary-Treasurer of the Local 99. The timecard will provide details as to the reason for the lost time, the total number of hours per day, as well as the date for which the claim is being submitted.

12.18 The President, Vice President, Secretary-Treasurer, and Recording Secretary will be entitled to claim fifty dollars ($50.00) per month to offset the cost of a cell phone used for Union business. Original receipts showing an active account, and containing the individuals name for the time period being expensed, will be provided to support the claim. Members other than those listed above may be entitled to the above monthly amount based on Executive Board approval.

12.19 Local 99 will offer two scholarships twice yearly, once in the spring, once in the fall, in the amount of $999.00 each. The spring scholarship winners will be decided at the April Executive Meeting. The fall scholarship winners will be decided at the October Executive meeting. Of the two scholarships, one will be dedicated to high school and one for post-secondary. The high school scholarship will be awarded based on the highest overall marks of the most recent Grade 12 level core subjects (sciences, social studies, English, and mathematics). The post-secondary scholarship will be awarded based on the highest GPA of the most recent term. In the case of NO applicants for one of the specific scholarships (high school or post-secondary), that scholarship will go unawarded. Eligible applicants will be a Local 99 member, or their immediate family members. Immediate family members being defined as: grandparents, parents, spouses, siblings, children, and grandchildren (step relatives are also included).

BYLAW 13 - UNION RECORDS

13.1 IAM Local 99 financial records to be kept for a minimum of seven (7) years.

13.2 IAM Grievance records to be kept for a minimum of seven (7) years.

13.3 IAM minutes are to be kept indefinitely.

BYLAW 14 – BYLAW AMENDING PROCEDURE

14.1 The membership is empowered to establish or amend Bylaws for the effective government and efficient operation of the IAM Local 99. Proposed amendments may be brought forth by the Executive Board, the bylaw committee or members of the IAM Local 99, and the following amending procedure shall be followed.

14.2 Proposals from the membership to amend the IAM Local 99 bylaws must be in writing and signed by at least five (5) members in good standing, and submitted to the chair of the bylaw committee for review. If properly signed these submissions will be considered by the bylaw committee and a recommendation of concurrence or non-concurrence will be forwarded to the Executive Board for their consideration. Any proposed amendments of a financial nature will be referred by the chair of the bylaw committee to the Secretary-Treasurer thirty (30) days prior to the bylaw committee making their recommendation to the Executive Board. The Secretary-Treasurer will provide the chair of the bylaw committee with a cost estimate of any such proposed amendments.

Proposed amendments made by Executive Board members or the bylaw committee will require the Executive Board to provide their recommendation of concurrence or non-concurrence before being brought forward for a membership vote.

14.3 Proposed amendments for Bylaw changes must be read as recommended by the Executive Board at two (2) consecutive regular monthly membership meetings. Immediately following the second reading, the Executive Board shall offer their recommendation of concurrence or non-concurrence and voting will take place.

14.4 Reasonable advance notice must be given to the membership of the time, date and place of the second reading, and vote to be taken on the Executive Board recommendations.

14.5 Each proposal must be considered and voted upon separately. A major affirmative vote by those present and voting is needed for adoption.

BYLAW 15 – DISTRICT DELEGATES

15.1 During the Chief Shop Steward meeting of an election year, the Local shall elect their delegates for a four (4) year term, and notify the Secretary-Treasurer of the District who the delegates are prior to the first of January for the following year. As per District 14 bylaws, not less than two (2) of the delegates from the Local shall be current Local Executive Board officers. These two delegate positions will be determined by the Executive Board prior to the election of the remaining delegate positions. The Local shall provide its delegates and alternates with credentials over the Local seal, on a form to be supplied by the District.

15.2 In order to stand for the position of district delegate a member must have been a member of the IAM, in continuous good standing for at least two (2) years, and a Chief Shop Steward of the Local from which he/she is elected for at least one year immediately prior to his/her election as a delegate, or a Local Officer. Should the member lose his/her position of Chief Shop Steward or Officer of the Local from which he/she is elected, he/she will immediately cease to be a district delegate.

15.3 Delegates shall be responsible for reporting the proceedings of the District meeting to the regular membership meetings of the Local.

15.4 Where the Local is unable to elect delegates who can attend every meeting of the District, the Local may elect not more than four (4) alternate delegates. These delegates shall be registered with the Secretary-Treasurer of the District. It shall be the duty of the regular delegate to notify an alternate delegate if the regular delegate is unable to attend a District meeting. In the event of vacancy or resignation, delegate and/or alternate delegate positions will be filled by appointment for the remainder of the term by the President under advisement of the Local Executive.

Approved by

Brian Bryant
INTERNATIONAL PRESIDENT