

CONSTITUTION



SASKATCHEWAN JOINT BOARD RETAIL, WHOLESALE AND DEPARTMENT STORE UNION

AFFILIATED WITH ILWU CANADA

(As Amended June 5, 2015)

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CONSTITUTION

SASKATCHEWAN JOINT BOARD

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION

ARTICLE 1 – Definitions

1. In this Constitution, unless the context otherwise requires, the expressions:
 - (a) “Joint Board” means the Saskatchewan Joint Board Retail, Wholesale and Department Store Union.
 - (b) “Local Union” means any Local Union of Retail, Wholesale and Department Store Union and includes any “Shop”.
 - (c) “Member in good standing” means a member of a Local Union who is in good standing as defined by the Bylaws of the Local Union or this Constitution. A “youth member” means a member in good standing who is twenty-nine (29) years of age or younger in the year of the Convention.
 - (d) “Local Union in good standing” means a Local Union whose payment per capita tax as hereinafter provided for is not in arrears for a period exceeding two (2) **consecutive** months.
 - (e) “Shop” means a bargaining unit of Retail, Wholesale and Department Store Union, the members of which, solely for administration purposes of the Joint Board, are included in a Local Union but are entitled to separate representation at the Convention of the Joint Board as hereinafter in this Constitution provided.

ARTICLE 2 – Affiliation (Other Organizations)

1. This Constitution shall be construed in such manner as will make it clear that the Joint Board is an independent organization, voluntarily affiliated with the Canadian Area of the International Longshore and Warehouse Union in accordance with an Agreement of Affiliation entered into between the Joint Board and the Canadian Area of the International Longshore and Warehouse Union.

ARTICLE 3 – Name

1. This organization shall be known as the Saskatchewan Joint Board of Retail, Wholesale and Department Store Union and is hereinafter referred to as the “Joint Board”. Nothing in the name of this organization, or in any other provision of this

Constitution, shall be construed so as to limit the jurisdiction of this organization to the Province of Saskatchewan.

ARTICLE 4 – Purpose

1. The objectives of the Joint Board are to unite all workers employed in any industry in order to advance and safeguard their economic and social welfare through the process of collective bargaining with their employers and, more particularly but not so as to limit the generality of the foregoing, to:
 - (a) assist in organizing the unorganized workers employed in any industry or for any Employer;
 - (b) co-ordinate and assist the activities of Local Unions;
 - (c) co-operate with other Labour Unions or Organizations to secure the rights of Labour and to promote too the enactment of legislation for the benefit of all who labour;
 - (d) hear and consider reports from Local Unions and exchange information;
 - (e) bargain collectively for or on behalf of the members of Retail, Wholesale and Department Store Union or for or on behalf of the members of any other Local Union which is now or hereafter becomes affiliated with the Joint Board.

ARTICLE 5 – Membership

1. The members of the Joint Board shall consist of those persons who are automatically members by virtue of the positions which they hold in the Local Unions or shops and those elected by the Local Unions and shops to become members thereof. All persons as described in Article 4 hereof or in the employ of the Joint Board shall be eligible for membership in the Joint Board.

ARTICLE 6 – Conventions

1.
 - (a) The Convention of the Joint Board shall meet every two (2) years at a time and place designated by the Executive Board. All administrative expenses of the Convention shall be paid by the Joint Board.
 - (b) A quorum for the transaction of business shall consist of two-thirds (2/3) of the members registered and seated.
 - (c) The Secretary-Treasurer of the Joint Board shall issue the Convention Call not less than sixty (60) days prior to the convening of the Convention. The Secretary-Treasurer shall notify the Local Unions of all the relevant

facts pertaining to the proposed Convention giving instructions as to the time, place and other important facts pertaining thereto. The Secretary-Treasurer shall advise the Local Unions of the number of members which each is entitled to elect. The Secretary-Treasurer shall furnish the Local Unions with official credential blanks and other necessary forms and papers.

- (d) A Special Convention may be called by the President or Executive Board of the Joint Board upon at least thirty (30) days' notice to all affiliated Locals.
- (e) Special Conventions may also be called by a referendum of the membership which shall be held upon the request of twenty-five percent (25%) or more of the Local Unions in good standing with the Joint Board. Such referendum shall be conducted as follows:
 - (i) Motions of Local Unions to submit the calling of a Special Convention to a referendum of the membership shall be submitted in writing with the exact text to the Secretary-Treasurer of the Joint Board by the Local Unions making such motions. The Secretary-Treasurer shall forthwith, upon receiving such motions, transmit copies thereof to all Local Unions in good standing with the Joint Board together with a request in writing that such Local Unions advise the Secretary-Treasurer within thirty (30) days after receiving such notice whether or not they support such motion. If within the time so limited less than twenty-five percent (25%) of the Local Unions in good standing with the Joint Board do not support such motion then the same shall not be further proceeded with;
 - (ii) Such referendum shall be held under the general supervision of the Joint Board;
 - (iii) The Secretary-Treasurer of the Joint Board shall prepare referendum ballots and shall transmit them in appropriate number to each Local Union together with a notice of the referendum setting forth clearly the matters to be voted upon;
 - (iv) Each Local Union shall hold a special meeting or special meetings as may be required within thirty (30) days from the notice of the referendum at which time the vote will be taken. Members shall vote by secret ballot using the ballots prepared by the Secretary-Treasurer of the Joint Board. Before any member shall be permitted to receive a ballot and to vote, he/she shall be required to present evidence that he/she is in good standing;

- (v) A Board of Election designated by each Local Union shall count the ballots and forward to the Secretary-Treasurer of the Joint Board, within five (5) days after the votes have been cast, a certificate executed by the Recording Secretary of the Local Union giving the results of the referendum. All original ballots shall be preserved for four (4) weeks after the result of the referendum has been announced or for such longer period as may be ordered by the Joint Board which shall have power to impound any and all ballots;
 - (vi) Except as otherwise provided by this Constitution, such referendum shall be determined by the majority of the votes cast. The Joint Board shall select from the Board five (5) tellers who shall count the votes or tabulate the results set forth in the election certificate and announce the results to the Secretary-Treasurer of the Joint Board;
 - (vii) The results of such referendum shall be announced by the Secretary-Treasurer of the Joint Board within sixty (60) days from the date on which the Call therefore was issued.
- (f)
- (i) Resolutions and/or amendments to the Constitution submitted by Local Unions must be received by the Secretary-Treasurer not later than fifteen (15) days prior to the opening of the Convention. Resolutions and/or amendments to the Constitution received after this date will only be submitted to the Convention for consideration if submission is approved by a two-third (2/3) vote of the delegates.
 - (ii) Emergency resolutions may be introduced by delegates during the Convention if approval to do so is obtained by a two-third (2/3) vote of the delegates.
 - (iii) The Executive of the Saskatchewan Joint Board shall be permitted to submit resolutions and/or amendments to the Constitution without being subject to the provisions of sub-sections (i) and (ii) above.

ARTICE 7 – Representation

1. Representation of Local Unions at Conventions of the Joint Board shall be determined by the number of members in good standing on the roster of such Local Unions and Shops ninety (90) days prior to the Convention. Subject to sub-section 2. hereof, all representatives at Conventions of the Joint Board shall be elected by their Local Unions or shops, as the case may be.

2. (a) Each Local Union in good standing with the Joint Board shall be entitled to one (1) member for the first one hundred (100) members of the Local Union, or fraction thereof. The Local Union President shall be one (1) of the members; if the President is unable to attend the Convention then the Vice-President shall be one (1) of the members. If neither is able to attend then the Local Union shall elect the member or members from the membership at large.
 - (b) Each shop in good standing with the Local Union shall be entitled to one (1) member for the first fifty (50) members of the shop or fraction thereof and one (1) member for each additional fifty (50) members of the shop or major fraction thereof. The Chief Shop Steward shall be one (1) of the members; if the Chief Shop Steward is unable to attend the Convention then the Assistant Chief Shop Steward shall be one (1) of the members. If neither is able to attend, the members of the shop shall elect the member or members from the membership at large.
 - (c) Any shop, upon a majority vote of the members thereof, may assign its right to representation, in whole or in part, to any other shop in good standing with the Local Union or to any other shop in good standing outside the Local Union provided the assignment is within the same Division as described in Article 8 below.
3. No member shall cast more than one (1) vote on any question before the Convention.
 4. No member shall represent more than one Local Union.
 5. Any member finding it necessary to leave the Convention before adjournment thereof may, subject to the approval of the Convention, delegate his/her vote to another member.
 6. A Local Union which is not in good standing shall not be entitled to representation in the Convention.

ARTICE 8 – Executive Board

1. The Executive of the Joint Board shall consist of the President, three (3) Vice-Presidents, Secretary-Treasurer and twelve (12) Executive Board Members, three (3) of whom shall be youth members.
2. The Executive Board Members and Vice-Presidents shall be elected on an industry division basis as follows:

- (a) Retail and wholesale privately owned industry: Four (4) Executive Board Members, one of whom shall be a youth member, and one (1) Vice-President.
- (b) Retail and wholesale co-operatively owned industry: Four (4) Executive Board Members, one of whom shall be a youth member, and one (1) Vice-President.
- (c) Food processing, manufacturing and service industries: Four (4) Executive Board Members, one of whom shall be a youth member, and one (1) Vice-President.
- (d) Each division shall elect three (3) alternate Executive Board Members, one of whom shall be a youth member.
- (e) Youth members in attendance at the Convention shall elect youth Executive Board members. Such elected youth Executive Board members shall be members in good standing of a shop within the division from which they are elected.

In the event of a vacancy in the division representation on the Executive Board, one of the alternates shall be appointed by the Executive Board to fill such vacancy.

- 3. No member shall be eligible for election as an Executive Board Member or Vice-President unless he/she is a member of a shop within the Industry Division provided in Section 2. of this Article and for which he/she is nominated.
- 4. To be eligible for election to the Executive, a member must attend the Convention. All members of the Executive shall be elected by secret ballot of the Convention and shall, regardless of age, hold office until their successors are duly elected and installed at the next regular Convention. Each member of the Executive must receive a majority of the votes cast for election.
- 5. (a) Before assuming office, all members and Officers elected or appointed to the Executive Board shall be required to take the following pledge and obligation:

“I, _____, do hereby sincerely pledge my honour to perform the duties of my office as prescribed by the Constitution of this Union and to bear true allegiance to the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union. I will deliver to my successor in office all books and other property of this Union that may be in my possession at the close of my official term. All of this I solemnly promise.”

- (b) **In order to preserve the privacy and confidentiality of Executive Board meetings, as a condition of holding an Executive Officer position, all Sask. Joint Board RWDSU Executive Board Officers shall be required to review and sign “The Sask. Joint Board RWDSU Executive Board Code of Conduct Policy.”**
6. (a) Every member and Officer of the Executive Board shall be deemed to continue to be a member of his or her Local Union during his or her term as a member of the Executive Board provided such member or Officer pays or tenders payment to the Local Union such dues and assessments as are uniformly required of members of the Local Union;
- (b) If it is alleged that a member or Officer of the Executive Board has become liable to be disciplined by his or her Local Union for any reason, the Local Union shall, before taking any disciplinary proceedings against such member or Officer, submit such allegation, with full particulars thereof, to the Executive Board. The Executive Board shall, as promptly as the circumstances reasonably permit, consider such allegation. The member or Officer against whom such allegation has been made, shall be informed forthwith of the allegation and particulars and of the date when the same will be considered by the Executive Board. The member or Officer concerned, and not more than three (3) representatives of the Local Union, shall be entitled to be present at the meeting of the Executive Board and to present such evidence and make such representations as are relevant to the allegation but the member or Officer concerned shall not be entitled to vote on any question of procedure which the Executive Board is required to decide during the proceedings. After all evidence and representations have been heard, the member concerned and the representatives of the Local Union shall withdraw. The Executive Board shall then consider the evidence and representations and decide whether the member concerned shall be required to submit to the disciplinary proceedings of the Local Union with respect to the allegation. An affirmative vote to require the member concerned to submit to disciplinary proceedings by the Local Union requires the support of two-thirds (2/3) of the members of the Executive Board present at the meeting. The Executive Board shall have power to adjourn the proceedings from time to time as may be required.

ARTICLE 9 – Duties of Officers

1. PRESIDENT

- (a) It shall be the duty of the President to attend and preside at all Conventions and all Executive Meetings.

- (b) The President shall at all times exercise general supervision over all Officers of the Joint Board.
- (c) If there are no elected alternates, the President shall fill, by appointment, all vacancies occurring on the Executive and the appointment shall be subject to approval by the Executive Board.
- (d) Between sessions of the Executive Board, the President shall have full power to direct the affairs of the Joint Board and shall report such activities to the Executive Board for approval.
- (e) The President shall appoint all committees of the Convention, subject to the approval of the Convention.

2. VICE-PRESIDENTS

It shall be the duty of the Vice-Presidents to assist the President in the discharge of his/her duties. In the temporary absence or disability of the President, the Executive Board shall designate one (1) of the Vice-Presidents to exercise all the duties of that office until such absence or disability shall terminate.

3. SECRETARY-TREASURER

- (a) It shall be the duty of the Secretary-Treasurer to keep a correct record of the Executive and Convention proceedings.
- (b) The Secretary-Treasurer shall conduct the correspondence and financial affairs of the organization and shall make reports to the Executive meetings as well as to the Convention.
- (c) The Secretary-Treasurer shall keep proper and correct record and accounting of the finances of the Joint Board and shall deposit in reliable financial institutions in the name of the Joint Board all funds belonging to the Joint Board.
- (d) The Secretary-Treasurer shall see that the books are audited at least every twelve (12) months by auditors selected by the Executive Board.
- (e) The Secretary-Treasurer or the President shall sign all cheques together with one other Executive Officer to be appointed by the Executive Board.
- (f) The Secretary-Treasurer shall carry out all orders with respect to financial affairs as directed from time to time by the Executive Board.

- (g) The Secretary-Treasurer shall give security for the faithful discharge of his/her duties by a fidelity bond of such nature and in such amount as the Executive Board shall require, the premiums therefore being paid by the Joint Board.

4. **EXECUTIVE BOARD**

- (a) The Executive Board shall meet at least three (3) times in each year and all expenses of and incidental to such meetings, including travelling expenses of members attending, shall be paid by the Joint Board.
 - (b) The Executive Board shall have full power to direct the affairs of the Joint Board between Conventions, subject to this Constitution, and shall have the power to make such rulings and adopt such measures, not inconsistent with this Constitution, as it may deem just and proper for the Joint Board.
 - (c) The Executive Board shall make a full and complete report on its activities at each Convention of the Joint Board.
 - (d) The Executive Board shall have authority to employ, discharge and transfer such organizers, representatives and other staff as may be necessary. The Executive Board may delegate this authority to a person or a committee provided, however, that such person or the members of such committee shall be members in good standing of Locals affiliated with the Joint Board.
 - (e) The Executive Board shall have authority to fill any vacancy that may occur in the Executive. The vacancy shall be filled from among the Retail, Wholesale and Department Store Union members. However, in filling an Executive Board Member vacancy, the Executive shall select a member from the Industry Division where the vacancy occurred.
 - (f) The Executive Board shall have authority to set the amount of hotel, travel and meal expenses that will be paid by the Joint Board for any members attending Joint Board Conventions.
5. (a) Where a unit of employees appropriate for the purpose of bargaining collectively is certified in the name of the Joint Board, the Executive Board shall have the power to assign such unit and the members thereof to a Local Union and, with the consent of such Local Union, to change such assignment to any other Local Union or to a new Local Union as the Executive Board may in its absolute discretion from time to time determine. **Subject to the Sask. Joint Board RWDSU obligation under the Constitution, the Local Union shall have sole responsibility for the administration of the Collective Agreement and all financial matters**

or such other matters arising out of this obligation to its Local Union Membership.

- (b) The Executive Board shall have authority to issue new charters and numbers to all newly created Locals or existing Sub-Locals should they make application in writing to the Secretary-Treasurer of the Saskatchewan Joint Board.

ARTICLE 10 – Revenue

1. (a) The revenue of the Joint Board shall be derived from a per capita tax upon the membership of Local Unions, initiation fees, interest and dividends upon bank deposits and investments. Effective June 1, 1997, the per capita to be used for the general purposes of the Joint Board shall be 65% of the monthly Local Union Dues.
 - (b) (i) Effective January 1, 2006, Union Dues for all full-time employed members of Local Unions affiliated with the Joint Board shall be 1.45% of a full-time employed member's gross monthly earnings.
 - (ii) Effective January 1, 1988, Union Dues for all part-time employed members of Local Unions affiliated with the Joint Board shall be 2% of a part-time employed member's gross monthly earnings up to the maximum Dues payable by a full-time employee at the top rate of pay in the job classification used by shops of the Local Union to establish the "base rate" under the Dues formula of the Local Union prior to January 1, 1988. The calculation used to determine the maximum Dues payable by a part-time employed member shall be based on the regular hours of work of a full-time employee.
 - (c) Every Local Union shall pay to the Joint Board for its members the following additional per capita taxes:
 - (i) Ten (10) cents per month per member **for the assistance and payment of Scholarships which are paid for by the Sask. Joint Board RWDSU and as the Joint Board Executive may from time to time decide. This per capita shall be maintained in the General Fund.**
 - (ii) Ten (10) cents per month per member **is to be used for the payment of Convention expenses. This per capita shall be maintained in the Convention Fund.**
2. Per capita payable to the Retail, Wholesale and General Division of International Longshore & Warehouse Union Canada shall be paid by the affiliated Local

Unions. Per capita payable to the Federation of Labour shall be paid in total by the affiliated Local Union. Per capita payable to the Labour Council or Co-ordinating Committee shall be paid in total by the affiliated Local Union and shall be transmitted to the Council or Committee by the affiliated Local Union.

3. Every Local Union shall pay monthly such per capita tax as may from time to time be payable from its members in respect of such organization and funds as may from time to time be determined by the Joint Board. The Local Union shall remit all such payments monthly to the Joint Board which shall be responsible to transmit same to the organization or fund in respect of which payment has been made by the Local Union.
4. Where the Dues payments of members of a Local Union are transmitted directly and made to the Joint Board by the employer pursuant to the terms of a Collective Agreement in their behalf, or pursuant to a resolution of the Local Union Executive, the Joint Board shall deduct from such payments the per capita taxes referred to in clauses 1, 2 and 3 hereof and the Local Union and the member concerned shall be credited therewith.
5. All revenue of the Joint Board shall be administered by the President and Secretary-Treasurer, who shall account for same to the Executive Board.
6. Should members of any Local Union engage in strike action or be subject to lockout for a period exceeding two (2) weeks, the Local Union of which they are members shall be relieved from paying the per capita tax referred to in clause 1 hereof in respect of those members engaged in such strike action or subject to such lockout for the period during which strike action or lockout continues (but shall continue to pay the per capita taxes referred to in clause 3 hereof in respect to such members).
7. An Initiation Fee of four (\$4.00) dollars per person admitted to membership in the Local Union of which two (\$2.00) dollars shall be forwarded to the Joint Board.
8. (a) The Joint Board or the Executive Board may, from time to time, establish for the purposes of the Joint Board such special funds as may be required and, where any special fund or funds is or are established by the Joint Board, every Local Union shall be required to contribute to the same as the Joint Board shall direct.

(b) Where any such special fund or funds is or are established by the Executive Board, the Executive Board shall determine the contributions to be made by each Local Union, on an equitable basis, but the establishment of such special fund or funds shall become effective only after the same has been approved in writing by the Executive of each Local Union on the consent of the members of each Local Union.

9. Notwithstanding any other article in this Constitution, the minimum Dues paid by members in new shops before concluding a first Agreement shall not be less than five (\$5.00) dollars per month in addition to affiliation and initiation fees.

ARTICLE 11 – Local Union Obligations

1. (a) Every Local Union member shall be required to take the following pledge:

“I sincerely promise and declare that I will support and obey the Bylaws of this Local Union; that I will comply with all decisions of the majority of the members of the Local Union; that I will do everything within my power to bring into the ranks of the Local Union all persons eligible for membership and that I will not recommend any person to become a member of the Union whom I believe unworthy to become a member; that I will, if within my power to do so, assist my fellow workers, or their families, when they are in distress; that I will not purposely or knowingly wrong a member of the Union or assist others in wronging him/her. All this I solemnly promise.”

- (b) Before assuming office, every Local Union Officer and Shop Steward shall be required to take the following pledge and obligation:

“I, _____, do hereby sincerely pledge my honour to perform the duties of my office as prescribed by the Constitution of this Union and to bear true allegiance to the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union. I will deliver to my successor in office all books and other property of this Union that may be in my possession at the close of my official term. All of this I solemnly promise.”

- (c) Every Local Union of Retail, Wholesale and Department Store Union is required to have its books and financial records audited each year by an independent auditor. It shall file a copy of the auditors’ Report with the Secretary-Treasurer of the Saskatchewan Joint Board on or before the 30th day of April following the end of the year for which the audit was conducted. Should a Local Union fail or refuse to comply with the foregoing provisions, the Secretary-Treasurer of the Saskatchewan Joint Board is authorized to take temporary possession of all books and records of the Local Union for the purpose of having an audit performed. Any costs resulting from such an audit shall be payable by the Local Union concerned to the Saskatchewan Joint Board and the Secretary-Treasurer of the Saskatchewan Joint Board is authorized to take such action as may be necessary to recover any such amount of money.

- (d) (i) Subject to such payments as are required to be paid by a Local Union and the Joint Board, all funds, property and assets of any kind whatsoever of a Local Union shall be and remain the property of such Local Union.
- (ii) Where a Local Union consists of units of employees employed by an employer or employers different from the employer or employers of other members and one or more of such units (but not all) disaffiliates or disaffiliate from the Joint Board, all funds, property and assets of any kind whatsoever of the Local Union, shall continue to be and remain the property of the Local Union subject only to the obligations of the said Local Union to make such payments as are required to be made by the Local Union to the Joint Board.
- (e) (i) Every member and Officer of a Local Union shall at all times faithfully and honourably carry out the obligations of membership and duties of office and abide by this Constitution and the Bylaws of the Local Union. Failure to do so shall be an offence against the Local Union and the Joint Board and will make the member or Officer liable to discipline as hereinafter set forth.
 - a. Any member or Officer charged by the Local Union or the Executive Board with an offence shall be notified in writing by prepaid registered mail at his or her place of work or last known address, of such alleged offence and full particulars thereof and the time when (which shall be not less than ten (10) clear days after the date on which such notice is mailed) and the place where the member will be tried for such alleged offence.
 - b. Where the allegation is made by the Local Union, the trial shall take place before the Local Union Executive. Where the allegation is made by the Executive Board, it shall be heard by the Executive Board.
 - c. In either case, the member concerned shall be entitled to appear and to be assisted by any member of the Union in good standing. The burden of proof of the alleged offence shall be on the Local Union or the Executive Board, as the case may be, and all relevant evidence and representations shall be heard but there shall be no requirement that evidence be given under oath nor be subject to the rules of evidence applied in any court.
 - d. The decision of the Local Executive or the Executive Board, as the case may be, shall be based on the preponderance of evidence and,

in any case, by a majority vote of those of the Local Executive or Executive Board present, as the case may be. If the member charged by a Local Union is a member of the Local Executive or, if charged by the Executive Board, is a member of the Executive Board, such member shall not be entitled to vote on the question.

- e. A member found guilty of an offence may be subject to penalty by way of fine, suspension from membership or expulsion from membership. A member upon whom a fine has been imposed shall pay such fine as required by the body imposing the penalty and in default may be subject to suspension or expulsion.
 - f. Where a member of the Executive Board is found guilty of an offence by his or her Local Union, the finding and penalty, if any, imposed, shall be referred to the Executive Board. Such finding and penalty shall not be effective unless ratified by a vote of at least two-thirds (2/3) of the members of the Executive Board.
 - g. Where a member has been found guilty by a Local Union Executive, the member may appeal both the finding of guilt and the penalty to the Local Union. The Local Union shall re-hear the matter and, by majority vote of the members present, may dismiss the appeal or allow the appeal and may, if the finding of guilt is affirmed, vary the penalty imposed. There shall be no further right of appeal.
 - h. A member of the Executive Board who has been found guilty of an offence by the Executive Board may appeal to the next regular meeting of the Joint Board. The Joint Board shall have the right to determine all matters of procedure in relation to such an appeal, including the right to appoint and to delegate to a committee appointed by the Joint Board the power to hear and determine the appeal but the member shall be given a fair hearing and may be assisted by any other member of the Union in good standing. The Joint Board or the Committee appointed to hear and determine the appeal shall make such disposition of the appeal as the Joint Board or the Committee shall, by majority vote, deem proper. The member concerned shall have no vote on any question of procedure or the decision.
2. (a) A member absent from work and receiving any benefits provided under the Collective Bargaining Agreement or a company policy or any government plan, except Employment Insurance or Canada Pension, shall be required each month while so absent to tender Union Dues and assessments to the Local Union to which the member belongs and are uniformly required to be paid by all other members of the Local Union.

For the purpose of establishing Union Dues payable by a part-time employee, the amount of Union Dues paid by such member in the week ending prior to the commencement of his/her absence shall be used.

- (b) A member who is in arrears in tendering Union Dues and/or assessments in a period in excess of two (2) months shall no longer be considered a member in good standing and may again only regain good standing status when he/she returns to his/her place of employment and resumes paying Union Dues and/or assessments in accordance with the terms of the Collective Bargaining Agreement.
- (c) Should a Local Union receive Union Dues and/or assessments personally tendered by a member, the Local Union shall remit per capita and/or assessments to the Joint Board as required by this Constitution.

ARTICLE 12 – Strike Fund

i. Strike Fund

The Saskatchewan Joint Board strike fund shall be considered a part of this Constitution but the quarterly assessment against affiliated Local Unions may be temporarily discontinued if the Executive Board should so decide or if a request for such action is submitted in writing to the Executive Board by two-thirds (2/3) of the affiliated Local Unions. In the latter event, the Local Unions making the request shall stipulate the period for which the assessment shall be discontinued.

ii. Strike Fund Funding Formula

The Saskatchewan Joint Board Strike Fund Funding Formula shall be considered a part of this Constitution and shall be funded on the basis of an assessment of one (\$1.00) dollar per member per week to maintain and build the Strike Fund for the considered use of all RWDSU bargaining units if and when needed to assist them at the bargaining table. (New June 7, 2013)

ARTICLE 13 – Legal and Organizing Fund Funding Formula

1. The Saskatchewan Joint Board Legal and Organizing Fund Funding Formula shall be considered a part of the Constitution and shall be funded on the basis of an assessment of **six (\$.06) cents per hour effective January 1, 2016 and eight (.08) cents per hour effective January 1, 2017** per member for all hours worked and/or paid. The Fund is to be used for the sole purpose of **organizing new members**, defending and enhancing RWDSU members' rights **under** their Collective Agreements and any and all applicable labour law statutes. (New June 5, 2015)

2. **The fund shall be capped at one million five hundred thousand (\$1,500,000.00) dollars.**

ARTICLE 14 – Affiliation

1. Local Unions affiliated with the Joint Board shall, as a condition of such affiliation, become and remain affiliated with all labour organizations with which the Joint Board is affiliated providing such affiliation by the Joint Board is in accordance with this Constitution or has been approved by a Joint Board Convention or a referendum vote as set out in this Constitution. Local Unions affiliated with the Joint Board shall also as a condition of such affiliation, become and remain affiliated with all subordinate labour organizations which are a part of any central labour organization with which the Joint Board is affiliated.

ARTICLE 15 – Disaffiliation

1. Affiliation of Local Unions with the Joint Board is voluntary and the right of Local Unions to disaffiliate from the Joint Board shall, subject to Article 11 - 1(d)(ii) hereof, be inviolate provided, however, that the decision to disaffiliate shall be made only in accordance with the following procedures and conditions:
- (a) The Local Union, by act of its Executive Board, shall notify the Executive Board in writing by registered mail of its intention to commence disaffiliation proceedings within the Local. Such notice of intention must include a clear and precise statement giving the reasons for the intended disaffiliation proceeding.
 - (b) At least ninety (90) days after such written notice to the Executive Board, at a special Local membership meeting called for that purpose, after ten (10) days' written notice of the time and place and which said written notice shall set forth the purpose of the meeting, the Local Union shall submit to its membership the question of whether or not to disaffiliate from the Executive Board. The same notice shall be given to the Executive Board by registered mail and the Executive Board shall have the right to designate a representative to be present at the meeting and to participate in the discussion of the question.
 - (c) The vote on the question shall be by secret ballot, at a meeting or meetings called for that purpose, according to such procedures as may be mutually agreed upon between the representatives of the Executive Board and the Local Union Officers. In the event of disagreement, the Local Union and the Executive Board shall request the Chair of the Saskatchewan Labour Relations Board to fix the procedures and the decision of the Chair shall be final and binding. At any meeting or meetings held for the purpose of voting on disaffiliation, a quorum shall be a majority of the membership of

the Local and the vote to disaffiliate shall require a majority of the votes cast.

- (d) In the event of disaffiliation, the Local Union shall be required to meet all its financial obligations to the Executive Board up to the effective date of disaffiliation.
- (e) Upon disaffiliation in accordance with these procedures, the Local Union shall have no claims for monies paid to the Executive Board and the Executive Board shall have no claim upon the assets, funds, contract or other properties of the Local Union.

ARTICLE 16 – Amendment of Constitution

- 1. This Constitution may be amended at any Convention of the Joint Board having two-thirds (2/3) of the members voting on such amendment approve the same or by referendum of the members submitted on the initiative of the Executive Board, by a two-thirds (2/3) majority of the votes cast in such referendum.

THIS CONSTITUTION ADOPTED THIS 5th DAY OF JUNE, 2015.

Jeff Peters, President

Ken Mayes, Vice-President (Food)

Garry Burkart, Secretary-Treasurer

Wanda Bartlett, Vice-President (Co-op)

Craig Horbay, Vice-President (General)

FOOD DIVISION:

Neil Collier, Food Division

Tracey Dulle, Food Division

Blair Estey, Food Division

Jeremy Jijian, Food Division (Youth)

CO-OP DIVISION:

Wendy Goldbeck, Co-op Division

Colin Lemauviel, Co-op Division

Tammie Nelson, Co-op Division

Crystal Davidson, Co-op Division (Youth)

GENERAL DIVISION:

Mike Arno, General Division

Dean Colbow, General Division

Gord Clarke, General Division

Hillary Patel, General Division (Youth)
