

Advance Employees' Association Bylaws

Effective July 1, 2011

This organization shall be known as the Advance Employees' Association and shall hereinafter be referred to as "the Association".

The objectives of the Association are to support the objectives, activities, and policies of the Advance Employees' Association ("the Association"). To regulate relations and promote effective collective bargaining between members of the Local and the employer. To promote the knowledge of members of the Association in all things related to their social and economic welfare through education, research, and the promotion of trade unionism.

Bylaw 1 - Definitions

1.01 The masculine gender shall include the feminine gender and the singular shall include the plural and vice versa as applicable.

1.02 Constitution shall mean the Constitution of the Association as amended effective July 1, 2011 or as subsequently amended.

1.03 Executive Committee shall mean the Executive Committee of the Association as provided in the Constitution. Local Executive Committee shall mean the Local Executive Committee of the Locals of the Association as provided in the Constitution.

1.04 Local shall mean a group of workers/employees

who are represented by the Association.

1.05 Annual meeting means a meeting of the general membership of a Local convened yearly for the purpose of conducting the affairs of the Local. Without limiting the generality of the foregoing, it includes receipt of reports, elections, and the consideration of amendments to the Constitution and resolutions.

1.06 Bargaining unit means a unit of workers/employees appropriate for the purpose of collective bargaining within the scope of The Trade Union Act, or a voluntary recognition.

1.07 General meeting means a meeting of a Local other than an annual meeting.

1.08 Local bylaws means a document which defines the primary characteristics of a Local and prescribes how it functions in pursuit of the objectives of the Association.

Bylaw 2 - Membership

2.01 Every worker represented by the Association is entitled to participation and fair representation by their Local regardless of age, ancestry, race, creed, marital status, nationality, place of origin, political affiliation, physical disability, sex, or sexual orientation.

2.02 Every worker represented by the Association

is entitled to equitable treatment, reasonable accommodation, and fair representation in the application of the Association Constitution, the collective bargaining agreements, the Association/Local's rules, the Association/Local's bylaws, and the Association/Local's policies.

2.03 Any person who is eligible to be a member of the Association who has applied for membership and who pays such dues, assessments, and fines as may, from time to time, be required, shall be accepted as a member in good standing of the Association. All members in good standing shall have equal rights and equal responsibilities.

2.04 Any member of Association/Local who is laid off shall continue to be a member of the Association in good standing without payment of dues with all rights and privileges that membership entails until such time as the member's seniority has expired pursuant to the terms of the relevant collective agreement.

2.05 Any member of the Association/Local who has been terminated from his/her employment shall continue to be a member in good standing of the Association/Local without payment of dues with all the rights and privileges that this entails provided his/her termination is the subject of a grievance or an application to a labour relations board and until such

time said grievance and/or application is discontinued or it is determined that his/her termination was for just cause.

2.06 Any member of the Association/Local on an authorized leave of absence from his/her employer shall continue to be a member in good standing of the Association without payment of dues for the period of the authorized leave of absence, with all rights and privileges that membership entails.

2.07 It shall be the responsibility of each individual member or employee in a bargaining unit represented by the Association to keep the Association informed of his/her current address and changes thereto.

2.08 Any revocation of membership in the Association must be in writing and delivered to the Secretary/Treasurer of the Association, or his/her designate. Such revocation of membership shall not become effective earlier than 90 days from the date said revocation is received by the Association.

Bylaw 3 - Local Autonomy

3.01 Every Local and bargaining unit shall be autonomous with the authority to administer its affairs and conduct its bargaining and other representational responsibilities within the context of the Constitution and Bylaws of the Association.

Every Local shall have the authority to establish policies regarding administration of the Local provided they are not contrary to the interests of the Association or its members. Every Local shall be deemed to have adopted Local bylaws consistent with the bylaws of the Association.

3.02 Where the Executive Committee makes any order dissolving a Local or bargaining unit or when a Local or bargaining unit decertifies, dissolves, secedes, or ceases to function, the Executive Committee may order that all books, funds, and properties of any nature held by the Local or bargaining unit shall revert to the Association.

3.03 Where the Executive Committee orders that all books, funds, and properties held by a Local or bargaining unit shall revert to the Association, it shall be the duties of the officers of the Local or bargaining unit to deliver forthwith, all books, funds and properties of any nature to the Association. The Association shall be entitled to take immediate possession of all such books, funds, and properties of the Local and shall have authority bring appropriate legal proceedings to secure such books, funds, and properties.

3.04 A Local or bargaining unit may merge with and transfer its jurisdiction, rights, privileges, duties, and some or all of its assets to one or more other Locals subject to approval by the Executive

Committee and the members involved.

Bylaw 4 – Local Meetings

4.01 Annual meeting: notice of an annual meeting shall be communicated members with sufficient time being allowed for notice of the meeting dependent on the situation and circumstances involved. The guideline for sufficient notice is ten calendar days subject to the right of the responsible elected officers to waive the guideline in special circumstances. Written notice of an annual meeting or general meeting shall be conveyed by regular mail to the last known address of the member or by electronic mail, facsimile transmission, postings on workplace bulletin boards, and workplace distribution, or all of the foregoing together, or in any combination thereof.

4.02 General Meetings: The notification procedure for general meetings shall be as set out in bylaw 4.01 above, except that the responsible elected officers may decide to notify members of a general meeting in person or by telephone where circumstances require such a notification process in the opinion of the Executive Committee.

4.03 Any member in good standing shall have the right to attend any meeting of the Advance Employees' Association Local representing

him/ her. In addition, a member in good standing shall be entitled to run for elected office provided that a member may not represent more than one Local of the Association.

4.04 Voting: Voting at meetings of an Association Local shall be by a show of hands, except in the cases of election of officers, the conduct of strike votes, and the conduct of settlement ratification votes when voting shall be by secret ballot. Each member is entitled to one vote and there shall be no vote by proxy. The outcome of a vote shall be determined by majority (50% plus 1).

4.05 Upon A MOTION duly moved and seconded and adopted by a meeting of a Local, any question may be put to a secret ballot.

4.06 In order to participate in any vote conducted at meetings of the Association, a member must attend a duly authorized meeting where the vote is conducted. Notwithstanding the foregoing, the Executive Committee or the Local Executive Committee, as the case may be, may order that advance polls and/or absentee ballots for the purpose of voting be established to facilitate the participation of members in any vote by secret ballot, including but not limited to a strike vote.

Bylaw 5 – Elected Officers and Local Executive Committees

5.01 The officers of the Association shall be a President, a Vice-President, a Secretary-Treasurer and an Occupational Health & Safety Co-Chair and one additional member from the Executive Committee of Local 102. Locals may elect such other or additional officers as it may deem necessary for the proper conduct of their Local business. However the President, Vice-President, Secretary Treasurer and Occupational Health & Safety Co-Chair of the Association shall also serve in the same capacity for Local 101 with no additional remuneration for same. Each officer shall be a member in good standing. It is the duty of the President of the Association to preside at all meetings of the Executive Committee and to perform all other duties usually pertaining to the office of President. It is the duty of the Vice-President to perform the duties of the President in the absence of the President. It is the duty of the Secretary-Treasurer to keep records of membership, initiation fees and annual dues, records of revenue and disbursements for operation of the Association, minutes of the Executive Committee and meetings of the Local, where applicable, and all other duties pertaining to the office of the Secretary-Treasurer. It is the duty of the Occupational Health & Safety Co-Chair to keep workers informed of the activities, concerns, and recommendations of the OH&S Committee and of any information addressed to the Committee. These

officers shall constitute the Executive Committee of the Association.

5.02 All officers shall enter into their official duties as of the date of their election, and shall serve for a term of three years or until their successor or successors shall be duly elected and qualified to take office.

5.03 The affairs of the Locals shall be managed by the Local Executive Committee.

5.04 Removal and Replacement of Officers: Notwithstanding anything otherwise in the Constitution and Bylaws set forth, any officer of the Association may be removed from office by a majority vote at a general meeting of the Locals. In the event that the officer has been found to have acted in a manner that is inconsistent with the duties and obligations of the office, and/or has been found to have failed to uphold and follow the Constitution, Bylaws, and policies; and/or has become incapable of carrying out his/ her duties as an elected officer. The notice of meeting shall state that such meeting shall consider the removal of the person or persons for whom removal is being sought. The Officer who is subject of an action to remove him/her shall be entitled to present his/her case at the meeting in question.

5.05 The quorum required for the transaction of business of the Association Executive

Committee shall be three and the quorum for transacting the business of a Local Executive Committee shall a majority of the Committee members.

5.06 Meetings of the Association Executive Committee shall be held at least once a month on a date to be set by the President with at least three days notice, or provided a quorum of the Executive Committee is present. A special meeting of the Local Executive Committee may be called at the request of any two members of the Executive Committee, provided that they request the President in writing to call such a meeting and state the business to be brought before such a meeting. Meetings of the Association Executive Committee may be held by conference call.

5.07 A resolution in writing signed by all members of the Association Executive Committee shall be valid and in effect as if it had been passed at a meeting.

5.08 The Association Executive Committee shall:

- (a) Be responsible to the Locals for carrying out and enforcing the bylaws, policies, rules, and regulations enacted by the Association.
- (b) Be responsible for overseeing the administration and management of the Association including but not limited to its financial

affairs, and including the appointment of an auditor on an annual basis, if the Association chooses to appoint an auditor

- (c) Establish Locals or Sub-Locals as required.
- (d) Authorize persons to conduct the administration and management of the Association including but not limited to its financial affairs.
- (e) Authorize persons to organize and obtain certification on behalf of any appropriate unit of workers/employees for membership in the Association and to bargain on behalf of and represent such workers/employees.
- (f) Have the authority to retain and remunerate sufficient staff, consultants, and or other advisors as may from time to time be necessary to conduct the administration, management, and business of the Association.
- (g) Establish committees and appoint persons to such committees. The Executive Committee may delegate any of its powers to any such committee subject to any restrictions and/or regulations which it imposes.

5.09 The Association Executive Committee shall have authority to make new bylaws, policies, rules, and regulations governing the Association and its members subject to approval by the members. Increases or other changes to regular union dues shall be subject to approval by the members generally, or, where appropriate, by the members involved.

5.10 The Association Executive Committee shall adjudicate all disputes regarding the application of the Constitution, Bylaws, the policies, or the operation of the Association or of the Locals.

Officer Expenses

5.11 The Association Executive Committee members shall be paid the following salary per month from the funds of the Local that elects them:

President: \$225.00
Vice-President: \$225.00
Secretary-Treasurer: \$225.00
OH&S Co-Chair \$225.00

The monthly salary of the Local 102 representative on the Association Executive Committee shall be paid from the funds of Local 102.

5.12 No Officer shall collect expenses for more than one office. Association Executive Committee members shall be afforded the lost time necessary to attend executive and regular meetings provided they attend said meetings.

5.13 Out-of-town accommodation expenses for Association Executive Committee members, when conducting approved Association business, will be reimbursed at a reasonable rate supported by receipt per night, per person. Meals will be reimbursed by the Association at a rate of \$15 per person for breakfast, \$15 per person for lunch and \$30 per person for supper to a per diem maximum of \$60.

5.14 Travel to conferences, conventions and schools and other vehicle use on behalf of the Association shall be compensated at a rate of \$0.45 per kilometer. Train or plane or taxi travel, as necessary, not including first class travel, shall be paid by the Association.

5.15 No payment for lost time shall be made to any Officer for time spent on Association business for any hours outside of the member's regular and normal working hours. Lost time shall not be paid for any overtime or accumulated hours. All requests for time away from work to perform Association business shall be approved and authorized by the President prior to the beginning of the loss of time to be eligible for reimbursement.

Bylaw 6 - Discipline

Members

6.01 After a hearing conducted by the Local Executive

Committee or the Executive Committee, as the case may be, a member who shall be found guilty of conduct detrimental to the Local or to the Association or guilty of conduct detrimental to the advancement of the purposes of or reflecting discredit upon the Local or Association, shall be subject to reprimand, fine, loss of good standing, removal from office, and/or expulsion from the Local or Association.

6.02 Any member who is in arrears in the payment of dues and/or assessments for a period of 2 months shall lose his/her good standing in the Association until all such arrears are paid in full. Assessments shall include, but not be limited to, fines.

6.03 Failure to support legally constituted strike action shall be a specific offence for which the Local Executive Committee or Executive Committee, as the case may be, may assess a fine against a member and such other disciplinary action as the Local Executive Committee or Executive Council may determine to be appropriate in accordance with the Constitution and bylaws.

6.04 Any member who crosses a picket line approved by the Local or the Association and/or who fails to support a legally constituted strike must resign from holding any union office immediately and shall lose her/his status as a member in good standing.

6.05 Any member against whom a complaint has been

made, or against whom any disciplinary or adverse action has been taken shall be obliged to exhaust all remedies provided for in the Constitution and bylaws before resorting to any other court or tribunal.

6.06 Any member who has been reprimanded, suspended, fined, deemed to be no longer in good standing, and/or expelled shall have the right to appeal the decision of the Local Executive Committee or Executive Committee to the next general meeting of his/her Local.

Rules

6.07 The rules governing a hearing by an Local Executive Committee and/or the Executive Committee under this bylaw shall be as follows:

- (a) The member concerned shall be given not less than ten working days' notice in writing by registered mail of the meeting of the Local Executive Committee or Executive Committee at which the Local Executive Committee or Executive Committee will hear the complaint against such member.
- (b) Such notice shall set out the complaint made against the member.
- (c) The member shall be entitled to be assisted at the hearing by any other member of the Association

in good standing, except a member of the Local Executive Committee or the Executive Committee. The member shall be entitled to be assisted by counsel at his/her own expense.

- (d) The Local Executive Committee and or Executive Committee shall appoint a member of the Association in good standing, except a member of the Local Executive Committee or Executive Committee, who shall present the facts of the complaint fairly and in an impartial manner. The member against whom the case is presented shall then have the right to answer the case presented and may call witnesses.
- (e) At a hearing convened under this bylaw, the Local Executive Committee/Executive Committee may receive and accept the statements of witnesses, whether or not such statements would be admissible in any court. All witnesses called shall be subject to cross-examination on any statements made.
- (f) A quorum of a Local Executive Committee/ Executive Committee for the conduct of a hearing under this bylaw shall be not less than two-thirds of the elected members of the committee.

(g) A two-thirds vote of the members of the Local Executive Committee or Executive Committee present at a hearing under this bylaw shall determine whether or not the member charged is guilty and shall have the authority to impose a penalty.

(h) In respect of all matters of procedure, not specifically hereinbefore set forth, the Local Executive Committee and the Executive Committee shall determine their own procedures.

6.08 A member who is reprimanded shall remain a member in good standing.

6.09 A member who is fined shall be deemed to be a member not in good standing until such time as the amount of the fine is paid in full or the Local Executive Committee and/or Executive Committee, as the case may be, have authorized settlement of the fine.

6.10 A member who is suspended or who is deemed not to be in good standing shall not be eligible to participate in the business of the Local or the Association, hold office, or be a nominee for office in the Union until reinstated to good standing status.

6.11 A member who is expelled from the Local or the Association shall no longer be a member for the term and in

accordance with the conditions for reinstatement determined by the Local Executive Committee or the Executive Committee, as the case may be, subject to appeal at the next general meeting of the member's Local or Sub-Local.

6.12 A person who has been expelled from the Local or Association will be liable for payment of any fine or assessment previously levied against him/her.

6.13 The word "fine" as used herein shall be deemed to mean assessment. The direction and authorization given to the employer by each member to transmit dues and assessment, whether signed before or after the coming into force of this bylaw, shall include the authority to transmit fines assessed pursuant to Bylaw 6.01 herein. This shall apply to any person who has been fined and/or expelled from the Local and the Association.

Bylaw 7 - Finances

7.01 The revenue of the Association shall be derived from membership dues or sums in lieu, additional dues levied by the Association Executive Committee, and income from bank deposits and investments such as government bonds or other legal investments. Members of the Association shall pay dues in such amounts as may be determined from time to

time by the members of the Association.

7.02 Association dues or sums in lieu and additional dues levied by the Association Executive Committee shall be known as union dues and any increase thereto or addition thereto shall be subject to approval by 50 percent plus 1 of the members of the Association voting at membership meetings.

7.03 A newly certified bargaining unit shall cause to be deducted from members' pay and/or the pay of employees in the bargaining unit the required monthly dues.

7.04 Any Local dues or assessments to be collected shall be in addition to the regular dues referred to in the Association's Constitution.

7.05 The fiscal year of the Association shall be January 1 to December 31.

7.06 The finances of the Association may (but are not required to) be audited annually by an auditor who shall be a chartered accountant and shall be appointed by the Association Executive Committee.

Bylaw 8 – Collective Bargaining

8.01 The right to bargain collectively for the whole membership of the Local shall lie with the bargaining

committee of the Local which shall be the Executive Committee of the Local..

8.02 The result of those negotiations and the agreement obtained as a result of negotiations shall be subject to ratification by secret ballot vote by the members of the Local.

8.03 If negotiations and an agreement are ratified by a majority vote of the members of the Local, the contract or agreement shall be drafted and signed by the proper officers of the Local and thereupon be binding upon all members of the Local affected thereby.

8.04 No member or members shall negotiate or confer with the employer or the employer's agent without due authority from the Executive on matters pertaining to hours, wages or other working conditions.

Bylaw 9 – Amendment to Bylaws

9.01 These bylaws may be amended, repealed or replaced by a two-third majority vote of the members present at duly sanctioned meetings of the Association and its Locals, called for that purpose.

9.02 Notice of intention to amend the bylaws of the Association shall be given at least three days prior to a meeting called for that purpose, or a meeting at which such amendments shall be considered. Any member

seeking to amend the terms of the bylaw shall provide notice of their desire to amend the terms of the bylaw to the President of the Association in writing at least 10 days prior to a scheduled meeting at which time the member wishes the amendment to be considered. If there is no scheduled meeting at the time that the President receives a request to consider an amendment to the bylaws, the President shall ensure that such request shall be placed upon the agenda of business to be considered at the next ensuing meetings, or shall call special meetings for such purpose. The member seeking to amend the bylaws shall, in the notice to the President, set forth the nature of the amendment which is sought, which information shall be passed on by the President to the members in the notice concerning the amendment.

Bylaw 10 - Interpretation

10.01 These bylaws, and every provision herein contained, shall be construed in all respects as to be consistent with the Constitution of the Association. In the event of any ambiguity or inconsistency between any provisions of these bylaws and any provision or provisions of the Constitution of the Association, the Constitution of the Association shall govern.