

## Unifor Local 1990 Bylaws – amended March 2023

### ARTICLE 1 – NAME

This organization shall be known as **Unifor Local 1990**, hereinafter referred to as the Local. The Local includes the following bargaining units:

- A.) Calgary Catholic School District (**herein after referred to as CCSD**)
- B.) Conseil Scolaire Francosud (**herein after referred to as CSF**)

### ARTICLE 2 – OBJECTS

- A. **The regulation of labour relations and collective bargaining between employers (CCSD and CSF) and employees of Local 1990**
- B. To create an atmosphere of unity and equality of workers, as members of a common association; and
- C. To promote morale, well-being, and security of all members, by providing a vehicle and method for them to improve their working environment; and
- D. To ensure respect and dignity of all members is preserved.

### ARTICLE 3 – MEMBERSHIP

#### 3.1 Eligibility

**A member in good standing is any person who commences employment in a position whose bargaining rights are held by the Local as provided for within the scope of the Certification No. 114-2014 and pays dues to the Local.**

#### 3.2 Membership Dues

All bargaining unit members shall pay dues to the Local based on their basic gross salary in the amount of one percent (1%). Of the one percent (1%) collected, 0.735% will be paid to Unifor National monthly, and 0.0135% will be paid to **Alberta Regional Council** monthly. The minimum amount which may be collected for Local dues is set at 1%

### ARTICLE 4 – OFFICERS AND THEIR DUTIES

**4.1 The Officers of the Local shall be the President, Vice-President (1 or 2), Secretary, Treasurer, and four (4) Regional Directors. 1 Director within the CSF and 3 Directors within CCSD.**

**4.1 (a) A second Vice-President may be required based on the needs of the Local.**

**This position will be filled based on the recommendation of the Executive at the time of the Annual General Meeting or a Local Election.**

4.2 The Officers shall be members in good standing throughout their terms of office.

#### 4.3 President – Duties

The President shall:

**4.3.1** preside over all General meetings, Annual meetings, Special meetings, and Executive Committee meetings; to preserve order and enforce the **National Constitution and Local By-laws and all union rules and regulations.**

**4.3.2** at the direction of the Executive Committee or the membership, appoint Standing and Ad Hoc Committees when for same is not called for and ensure they fulfill their mandate before being discharged.

**4.3.3** be an ex-officio member of all committees, except the Election Committee.

**4.3.4** report on the activities of the Local's Executive Committee to the members at General Meetings and Annual Meetings.

**4.3.5** be an authorized signing Officer of the Local.

**4.3.6 To represent the members of the Local in all affairs that are necessary to efficiently serve the best interest of the Local.**

**4.3.7 To represent the members of the Local at the Canadian Council and Prairie Regional Council as a delegate and head of the Unifor 1990 delegation. Or if unable to attend, appoint and designate an alternate executive member to attend in their stead.**

**4.3.8 may request paid absence leave for any member to allow them time to conduct Union business. This includes but is not limited to quarterly reports, bargaining committee, conference, disciplinary meetings, district-based meetings, etc.**

#### 4.4 Vice-President – Duties

The Vice-President shall:

- 4.4.1 assist the President in the performance of presidential duties.
- 4.4.2 act in the President's absence, resignation or death.
- 4.4.3 be an authorized signing Officer of the Local.
- 4.4.4 be responsible for the control, protection and authorized use of all assets of the Local, excepting monies, which are held under the responsibility of the Treasurer.
- 4.4.5 perform other duties as decided by the Executive Committee.

#### 4.5 Treasurer – Duties

The Treasurer shall:

- 4.5.1 be responsible for the receipt of all monies of the Local. All Local funds shall be deposited and invested in the name of the Local in a government-insured bank, or in a trust company that is federally insured, or in a federally or provincially chartered credit union.
- 4.5.2 be responsible every quarter for transferring from the General Current Account to the Member Benefit Account four per cent (4%) of the dues collected in that quarter.
- 4.5.3 be responsible for payment of all bills authorized by the Local Executive Committee.
- 4.5.4 be responsible for keeping records and reporting at each Executive Committee meeting, on all receipts, expenditures, and balances.
- 4.5.5 sign all cheques or other authorizations for the removal of funds of the Local jointly with either the President or the Vice-President. **To keep in accordance with good internal controls, the signing authorities shall not endorse their own cheques unless the third signing authority is unavailable due to vacation, sickness, or other unforeseen absence.**
- 4.5.6 shall submit a written report of the finances to the National Union and the membership of the Local in such a manner and at such times as the National President or the National Secretary Treasurer may require, or when requested by the Local Executive Committee, or when requested by the members under a simple majority vote at any duly constituted meeting of members.
- 4.5.7 prior to the Annual meeting, prepare a proposed budget for the upcoming fiscal year, for consideration and approval of the Executive Committee.
- 4.5.8 present the budget approved by the Executive Committee to the general membership for their approval at the Annual meeting along with the Quarterly Reports.
- 4.5.9 call the meeting to order if the President and Vice-President are both absent from a meeting and preside until the immediate election of a chairperson for the duration of that meeting.
- 4.5.10 turn over all records, monies and property in good order at the end of the term of office.
- 4.5.11 provide all financial records and files to the **Trustees** to conduct Quarterly reports.
- 4.5.12 present Quarterly Reports for the fiscal year ended March 31<sup>st</sup> at the Annual General meeting and submit a copy of the Quarterly Reports to the National office, along with the duly certified minutes of the Annual General meeting at which they were presented.
- 4.5.12 to be responsible for reporting at each General and Annual General meeting on all receipts, expenditures, and balances and allow members to ask questions.

#### 4.6 Secretary – Duties

The Secretary shall:

- 4.6.1 Keep a correct, full and impartial record of the proceedings of each meeting of the Local and the Local Executive Committee.
- 4.6.2 conduct the correspondence of the Local unless otherwise directed by the Executive Committee.
- 4.6.3 keep complete and accurate files of all matter pertaining to the business affairs of the Local available for inspection by the Executive Committee.
- 4.6.4 **Coordinate the maintenance of the Site Contact list.**
- 4.6.5 perform such other duties as may be necessary for the proper administration of Local affairs, as directed by the Local Executive Committee.
- 4.6.6 turn over all records and files in good order at the end of the term of office.

#### 4.7 **Regional Directors**

The **Regional Director** shall:

- 4.7.1 **The Local will elect 4 Regional Directors: 1 representing CSF and 3 representing CCSD.**
- 4.7.2 **These elected representatives will be part of the Executive Committee.**

4.7.3 Act as liaison between the members at large in their designated Areas and the Executive Committee.

4.7.7 act as Executive Liaison with the Chairpersons of any Standing committees established by the Executive Committee.

#### 4.8 Site Contacts

4.8.1 (new) Are volunteers at a school/worksite who will provide the executive their personal email for the purpose of sharing information to members and maintaining Local 1990 bulletin boards at each work site.

4.8.2 (new) The decision as to who will be the site contact will be done through consensus or by acclamation within the site. If there is more than one person would like the position a site-based election will be conducted. If there is no volunteer, then the Learning Commons Librarian will act in this role.

### **ARTICLE 5 – ELECTIONS**

#### **5.1 Eligibility for Election**

No member of the Local shall be eligible for election to the Executive Committee who is not a Regular member in good standing at the time of nomination and election.

#### **5.2 Notice of Elections**

Notices as to the date and close of nominations and elections of Officers shall be provided to all members ten (10) working days prior to the day of election. A reasonable effort shall be made to notify all members, either in writing at their address of record or through posted notice at their school or office of employment within the time limit prescribed.

#### **5.3 Nomination for Election**

To be eligible for nomination of Office, a member shall be in good standing and may not be elected to more than one office. Nominations shall be made in writing and be received by the Elections Committee prior to the closing date of nomination.

#### **5.4 Conduct of Elections**

5.4.1 For the duration of the election, the Chair of the Elections Committee will assume the lead of the meeting.

5.4.2 In all cases, the method of election shall be reasonably convenient to members, shall be secure and shall be secret so that each member's choice cannot be identified. Election committee may adopt a form of electronic voting.

5.4.3 Each member shall be entitled to one vote.

5.4.4 There will be no absentee voting and no voting by proxy, write-in, or sticker.

5.4.5 Each candidate shall have the right to have one scrutineer present when the votes are cast and when they are counted. No candidate can be a scrutineer for another person within the current election. The scrutineer must be a member of the Local. (Appendix B, policy 5.5)

5.4.6 Election of a candidate shall be by a majority of votes cast.

5.4.7 Where there is only one nominated candidate for an executive office, that candidate is declared elected. (Appendix B, Policy 6.2)

5.4.8 (formerly 5.4.2) All ballots and other election records must be kept in a sealed and secured box following each day of polling and for one year immediately following the election. After this, the Local can destroy the ballots, unless there is an active Review of Decision. If a Review of Decision is pending, the Local must preserve the ballots until the review has been finally decided.

#### **5.5 Dispute of Election Results**

If any member or group of members disputes the results of an election, the reasons for such dispute must be provided in writing and delivered to the Elections Committee of the Local within seven (7) calendar days from the time of the announcement of the election results or the next Membership Meeting, whichever is later; whereupon the Elections Committee shall appoint five (5) members (who are not elected or nominated Officers of the Local) to form an Ad Hoc Committee for the purpose of investigation of the dispute. If no Ad Hoc Committee can be formed, the outgoing Executive shall appoint the Special Committee. The committee shall report on their findings within ten (10) calendar days of appointment to a Special meeting of members convened for this purpose. A new election may

be ordered only if it is determined that the matter in dispute might reasonably have changed the results of the election.

### 5.6 Term of Office

Term of office shall begin at the conclusion of the Annual meeting.

### 5.7 Transfer of Office

A joint Executive meeting of outgoing and incoming Executive members shall take place within twenty (20) calendar days of the election, where all documents, property and assets of the Local in their possession shall be turned over to the incoming Executive Committee.

### 5.8 Term of Office/Early Elections

**5.8.1 All members of the Executive will be elected triennially and will serve a 3-year term.**

**5.8.3 Elections Committee members shall be elected to one year term**

**5.8.4 (formerly 5.8.1) The Elections Committee shall fill any vacant positions promptly by election, with the exception of the President, which is discussed in section 4.4.2.**

### 5.9 Annual Elections

**Elections shall be conducted in order to replace elected members as outlined in Bylaw section 5.8. These elections shall occur at the Annual meeting.**

## ARTICLE 6 – MEETINGS AND VOTING

**Meeting dates must accommodate all CCSD and CSF calendars.**

### 6.1 Annual Meetings

The Local shall hold an Annual General meeting on or before the 31<sup>st</sup> day of May of each year. Notice of the meeting shall include an agenda, minutes of the previous Annual General meeting, Financial Report, Committee Reports to be considered at the meeting, and the names of nominees for the election of Officers and Area Representatives as provided for in Article 5.

### 6.2 General Meetings

Membership meetings need to be held a minimum of four times per year (quarterly, once every three months) in accordance with Article 15, Section F, Paragraph 1 of the National Constitution. An agenda shall be included with the notice of the meeting.

### 6.3 Special Meetings

A Special meeting may be called by a majority of the Local Executive Committee or upon the written petition of one-third (1/3) of Local members presented to the Local President. An agenda shall be considered or acted upon at the meeting.

**6.3.1** When a Special meeting is called to ratify a Memorandum of Settlement, one copy of the Memorandum of Settlement shall be made available at each work location two (2) working days prior to the meeting. In addition, individual copies of the Memorandum of Settlement shall be available at the meeting location two (2) hours in advance of the meeting.

### 6.4 Notice of Meeting

**6.4.1 Notice of meetings and agenda shall be properly posted in all work locations:**

- i. Annual meetings – ten (10) working days in advance
- ii. General meetings - five (5) working days in advance
- iii. Special meetings – three (3) working days in advance

### 6.5 Quorum for Meetings

**At General meetings, Annual meetings, and Special meetings twenty (20) members present at such a meeting shall be considered a quorum.**

## 6.6 Form of Voting

Voting at General meetings, Annual meetings, and Special meetings shall be decided by a show of hands or a standing vote on the basis of one (1) vote per member or by secret ballot, if a majority in attendance so agree.

## 6.7 Voting Rights

Any Member shall have the right to vote at any meeting of the Local membership. Such votes shall be made in person and not by proxy or otherwise. If meetings are available to be virtually attended, in person voting by virtual means is acceptable.

## 6.8 Parliamentary Authority

The current edition of *Bourinot's Rules of Order* shall apply on all questions of procedure and parliamentary law, not specified in these Bylaws, and not in conflict with the Labour Relations Code and the Unifor Constitution.

## 6.9 Fiscal Year

The Local shall adopt a fiscal year for reporting on the business affairs of the Local. The fiscal year shall be a twelve-month period ending the last day of March in each year. The fiscal year may be revised by the members at any General meeting upon the advice of the Executive Committee.

## 6.10 Appeal or review process for decision

A member has the right to request a Review of Decision by a deciding authority arising from any action or decision which they believe did not have fair and reasonable consideration or lacks a rational basis, and which results in an injury or penalty to them. The deciding authority will be the committee who initiated the action for decision.

## 6.11 Strikes

Special meetings regarding strike votes will follow the rules outlined in the National Constitution and follow the regulations of the Alberta Labour Board.

## ARTICLE 7 - EXECUTIVE COMMITTEE

7.1 The Officers of the Local shall constitute the Executive Committee.

### 7.2 Powers of the Executive Committee

#### 7.2 Powers of Administration

7.2.1 The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution or By Laws.

7.2.2 Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval, but the Executive Board may not take action affecting the vital interests of the Local without prior membership approval.

7.2.3 Between meetings of the Executive Board, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted, to the Executive Board subject to subsequent approval of the Executive Board.

7.2.4 A simple majority of the Local Union Executive Board shall constitute a quorum.

7.2.5 Minutes will be taken of all Executive Board Meetings by the Recording Secretary and shall be available to the membership at meetings.

7.2.6 All decisions and recommendations of the Executive Board shall be referred to the next regular membership meeting.

7.2.7 The Executive Board shall appoint at least one of its members to each of the standing committees in liaison or advisory capacity, except, however, the Bargaining Committees and Election Committee.

7.2.8 The Executive Board shall review each newsletter and where necessary shall take steps to bring the contents and policy of the newsletter into conformity with the policy of the National Union.”

**7.2.9** No monies of the Local shall be expended without the authorization of the Executive Committee or such person or persons as the Executive Committee, or a meeting of the Local may from time to time authorize for this purpose. The manner in which monies may be withdrawn or cheques issued by the Local, shall be determined from time to time by the Executive Committee.

**7.2.10** For the purpose of carrying out its objects, the Executive Committee may borrow or raise funds, but this power shall only be exercised under the authority of a Special Resolution approved by a majority vote of not less than three-quarters (3/4) of such members present and entitled to vote at a duly constituted meeting of the members.

**7.2.11** Any expense over and above \$3000.00, not including monthly payment of dues requires the approval of the membership at a General or Special meeting.

### **7.3 Meetings of the Executive Committee**

**7.3.1** The Executive Committee, at the call of the President, shall meet not less than monthly from August to June, and more frequently as required to direct the affairs of the Local. A Special meeting of the Executive Committee may be called by the President, or by one-third (1/3) of the Executive Committee members.

**7.3.2** Executive Committee members shall be given at least seven (7) days' notice by phone, or in writing, of Executive Committee meetings, and as much notice as possible, but at least one (1) days' notice by phone, or in writing, shall be given for Special Executive Committee meetings.

**7.3.3** A majority of the members of the Executive Committee shall constitute a quorum.

**7.3.4** The Executive Committee at the direction of the President may request four (4) hours paid absence leave for the President, Treasurer and four (4) Area Reps on the Executive once every three (3) months to allow them time to complete the Quarterly reports.

## **ARTICLE 8 - HONORARIUMS**

**8.1** The following Honorariums shall be paid annually to Executive Officers:

**President \$3500.00**

**Vice-President \$2000.00**

**Treasurer \$2000.00**

**Secretary \$1500.00**

**Area Rep \$1500.00**

**8.2 An Executive Officer who does not attend all Executive meetings, without excuse from the Executive, shall have their honorarium paid on a pro rata basis.**

**8.3** Should the President be seconded; no honorarium shall be paid.

**8.4** Honorariums shall be paid in March of each fiscal year.

**8.6** Members at large designated by the local who sit on a committee shall be paid an honorarium of \$50 for each meeting attended.

## **ARTICLE 9 – MEMBER BENEFIT FUND**

**9.1** The Member Benefit Fund (herein after called the Fund) is monies held in the name of the Local to be used only for the following purposes:

- i. to provide assistance to the members in the event of a strike or lockout of the Local, in manner to be determined;
- ii. to provide funds for necessary administrative expenses connected with the conduct of a strike;
- iii. to provide funds for arbitration.

**9.1.1** Monies in the Fund shall be kept separate from other accounts held by the Local. A separate financial statement for the Fund shall be prepared annually by the Treasurer, and presented to the members at the Annual General meeting. The financial statement shall include an accounting of all transactions within the Fund, including interest earned, and deposits and withdrawals made.

**9.1.2 The Fund may be dissolved only after a referendum vote of at least 80% of the members, in which 75% of the votes cast are in favour of dissolution.**

9.1.3 Member benefit fund will be capped at one million dollars (\$1,000,000.00). Once \$1,000,000.00 has been reached, the 4% stipulated in 4.5.2, treasurer's duties, will not be moved to the Fund from the general account.

9.2 Effective June 1, 2006, a member who retires from **CCSD or CSF** and who:

- a) is at least 55 years of age, and
- b) has at least 10 calendar years of employment with their employer (**CCSD or CSF**) shall be entitled to a n honorarium of thirty-five dollars (\$35.00) per calendar year of employment with **CCSD or CSF** since the year 1990.

Any member who is terminated is not eligible for the honorarium.

c) **The employer records shall prevail should a dispute occur when determining the amount entitled as payable to the member.**

9.2.1 Cheques for retiring members shall be issued at the Local's Annual Retirement Banquet in June. **If the member is unavailable to attend the Retirement Banquet the cheque shall be issued to the member through mutually agreeable arrangements.**

9.3 **The Professional Development Fund shall provide up to a maximum of \$1000.00 per the Local's fiscal year to members who:**

- a) are regular employees,
- b) and have completed their probationary period.

9.3.1 This reimbursement covers costs for professional development, travel, and accommodations. Reimbursement is subject to pre-approval of the application, proof of successful completion/attendance, funds available (PD funding is limited) and submission of receipts for expenses.

9.4.2 **The Professional Development application must include:**

- a) the activity title,
- b) organization providing the professional development,
- c) a description of the activity/course (attach a brochure, course outline, or website printout),
- d) a description of how the activity is related to your current job
- e) confirmation of your PD application to the district

**Note: Members must apply through the District's PD fund FIRST, once PD funding from the district has been used, remaining costs can be applied for through the Local.**

9.4.3 **The maximum amount of total Professional Development funds available to members shall be proposed and set within the Local's yearly budget. Money will be distributed on a first come-first served basis.**

**See Appendix D for terms, requirements, and eligibility of PD reimburse**

9.4 **Four (4) scholarships in the amount of two thousand dollars (\$2,000.00) each shall be awarded annually to the child of a member of the Local including (3) CCSD and (1) CSF scholarships. Applicants must be enrolled full-time in any post-secondary educational program and must submit a brief essay (between 1,100 and 1,300 words) outlining why they chose the program of studies in which they are enrolled, and their future aspirations. The applicant must include a copy of the letter of acceptance from the post-secondary institution to be considered eligible. The scholarships must be presented at the Annual General Meeting.**

9.4.1 **The successful applicants shall be determined by the scholarship committee, which will include a member from CSF.**

## **ARTICLE 10 - COMMITTEES**

10.1 **As referenced in 7.2(g), all Executive must be a Liaison for at least one (1) standing committee. As referenced in 4.3.3, the president is an ex officio member of all committees.**

10.2 **Each committee shall familiarize themselves with the Policy and Procedures Manual. Notice will be posted in newsletters, on the website, and at general meetings to notify members that volunteers are needed to fill positions on committees. All members wishing to sit on a committee will be accepted. If there are too many volunteers, the members will be randomly chosen.**

**10.3 The Standing Committees of this Local shall be as outlined in the Unifor constitution or as decided by the Local on an as needed basis.**

#### **ARTICLE 11 - SECONDED PRESIDENT**

**11.1** A President must have the approval of three-quarters (3/4) of the members present and voting at a duly constituted meeting of the Local, before he/she may request secondment from the District.

#### **ARTICLE 12 – OUT OF POCKET EXPENSES**

**12.1** Upon submission of receipts, parking expenses shall be reimbursed for all members on approved business of the Local.

**12.2** Upon submission of receipts, the Negotiation Committee shall be reimbursed for out-of-pocket expenses on the days they are in negotiation meetings with CCSD or CSF in the amount of:

- Lunch: \$30.00
- Supper: \$35.00

**12.3.** Upon submission of receipts, the members of the Executive Committee shall be reimbursed for supper on the days that the Executive meets, to a maximum of \$12.00 per person per meeting.

#### **ARTICLE 13 - DISCIPLINE OF MEMBERS**

##### **13.1 Offenses to the Local**

A member may be charged by another member for the following offenses:

- i. Publishing or circulating either verbally or otherwise among the membership false reports or misrepresentations concerning any member of the Local in respect to any matter connected with the affairs of the Local;
- ii. Fraudulently receiving or misappropriating any property of the Local;
- iii. Circulating reports designed or calculated to injure or weaken the Local;
- iv. Wrongfully interfering with any Officer of the Local in the discharge of his or her duties;
- v. Working for the Employer during a strike authorized by the Local;
- vi. Violating any provision of these Bylaws where such conduct has the effect of injuring the Local;
- vii. Crossing a picket line authorized by the Local during a strike.

##### **13.2 Discipline, Trials and Appeals**

Every member of this union shall be entitled to a just and impartial trial for any offense of which he/she may be charged, in accordance with Article 18 of the Unifor National Constitution.

#### **ARTICLE 14 - AMENDMENT OF BYLAWS**

**14.1** These Bylaws shall be amended only at an Annual meeting, General meeting or Special meeting and require:

- i. Five (5) working days' notice, in writing, to the members; and
- ii. Two-thirds (2/3) vote of the members present and voting.

**14.2** Proposals to amend the Bylaws shall be submitted in writing:

- i. To the Bylaws Committee by members at large at least thirty (30) days before the meeting specified in 14.1
- ii. To the Executive Committee by the Bylaw Committee at least fourteen (14) days before the meeting specified in Article 14.1
- iii. A separate notice of bylaw changes will be sent out by email ninety (90) days before the meeting specified in Article 14.1

**14.3** All amendments to these By-Laws are subject to the approval of the Unifor National Executive Board. The Bylaw Committee has the authority to correct grammatical and spelling errors in the Bylaws and to re-number Bylaws as may be required by the addition or deletion of articles, so long as doing so does not change the meaning or intent of a Bylaw. Any changes must be presented at the next General, or Annual meeting immediately following the changes. The notice of changes must be included in the agenda of that meeting.



**ARTICLE 15 – Constitution of Unifor**

**15.1 Constitution of Unifor**

**The Constitution of this Local shall be the Constitution of the National Union, Unifor, and these By-Laws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.**

Changes in bold approved by members: February 5, 2020  
Approved by National and Adopted November 24, 2020

Changes in yellow approved by members June 15, 2022  
Approved by the national and adopted March 1, 2023