

Communications Energy and Paperworkers Union

Local 1990

BY-LAWS

ARTICLE 1 – NAME

This organization shall be known as Communications, Energy and Paperworkers Union Local 1990, hereinafter referred to as the Local.

ARTICLE 2 – OBJECTS

- A) To collectively bargain with the common employer of the members, who are support staff employees of the Calgary Separate School District; to ensure wages, employee benefits, education and training, job classification, and working conditions of its members are met, now and in the future; and
- 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

Any person employed by the Calgary Separate School District, either part-time or full-time, shall become eligible for membership in the Local upon commencing employment in a position whose bargaining rights are held by the Local as provided for within the scope of the Certification No. 104-2001, except

- 3.1.1** a person who is a member of another bargaining agent certified by the Alberta Labour Relations Board, including members of the Alberta Teachers' Association; and
- 3.1.2** a person who exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations.

3.2 Types of Membership

There are two (2) classes of membership:

- i.** Regular Member
- ii.** Associate Member

3.3 Regular Member

3.3.1 A member who is:

- i.** Employed by the Calgary Separate School District, as specified in Article 3.1, and
- ii.** May be on disability, workers compensation, layoff and recall, or
- iii.** Dismissed but such dismissal is being grieved by the Local, and
- iv.** Paid the applicable dues and special assessments except for those members specified in ii and iii.

3.3.2 A Regular member has the following rights and privileges:

- i.** Attend and vote at Annual, General and Special meetings.
- ii.** Be eligible for election to the Executive Committee.
- iii.** Attend and vote at meetings to decide on items for negotiation.
- iv.** To vote on collective agreements.

3.4 Associate Member

3.4.1 A member who has:

- i.** Been a Regular member, but is not currently an employee of the Calgary Separate School District
- ii.** Been approved for membership by the Executive Committee; and
- iii.** Paid the applicable dues and special assessments.

- 3.4.2 The Associate member has the following rights and privileges:
- i Attend Annual, General and Special meetings, but does not have the right to vote or be eligible for election.
- 3.5 **Associate Locals**
Associate Locals maybe added to the Local only after a majority vote by the members at a General, Special or Annual meeting.
- 3.6 **Membership Dues**
- 3.6.1 Membership dues and special assessments shall be determined by a two-thirds (2/3) vote of the members present and voting at an Annual or Special meeting.
- 3.7 **Good Standing**
A member in good standing is one whose current dues, reinstatement fees and special assessments have been paid in accordance with the provision of these Bylaws, and who is not under any disciplinary action.
- 3.8 **Resignation**
- 3.8.1 Any member wishing to resign their membership rights and privileges shall submit such resignation in writing to the Executive Committee. However they will continue to pay dues.
- 3.8.2 Application for reinstatement of membership rights and privileges shall be made in writing to the Executive Committee. The Executive Committee shall determine the criteria for reinstatement, and any reinstatement fee.

ARTICLE 4 – OFFICERS AND THEIR DUTIES

- 4.1 The Officers of the Local shall be the President, Vice-President, Secretary/Treasurer, the immediate Past President and four (4) Area Representatives.
- 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 By-laws of the Local.
 - 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 sign the minutes of the Secretary/Treasurer after their approval by the membership.
 - 4.3.4 be an ex-officio member of all committees.
 - 4.3.5 report on the activities of the Local’s Executive Committee to the members at General Meetings and Annual Meetings.
 - 4.3.6 be an authorized signing Officer of the Local.
- 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 Secretary / Treasurer.
 - 4.4.5 perform other duties as decided by the Executive Committee.
- 4.5 **Secretary/Treasurer – Duties**
The Secretary/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 six per cent (6%) 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.

- 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 pro tem.
- 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 Area Reps to conduct Quarterly Reports.
- 4.5.12 present Quarterly Reports for the year ended March 31st at the Annual Meeting, and submit a copy of the Quarterly Reports to the National Office, along with the duly certified minutes of the Annual Meeting at which they were presented.
- 4.5.13 keep a correct, full and impartial record of the proceedings of each meeting of the Local and the Local Executive Committee.
- 4.5.14 conduct the correspondence of the Local unless otherwise directed by the Executive Committee.
- 4.5.15 keep complete and accurate files of all matter pertaining to the business affairs of the Local available for inspection by the Executive Committee.
- 4.5.16 perform such other duties as may be necessary for the proper administration of Local affairs, as directed by the Local Executive Committee.
- 4.5.17 turn over all records and files in good order at the end of the term of office.
- 4.6 **Area Representatives – Trustee Duties**
The Area Representative shall:
 - 4.6.1 act as the trustee of the Local.
 - 4.6.2 supervise and review all of the business affairs of the Local, ensuring all monies and assets are fully and properly accounted for at all times.
 - 4.6.3 Shall be responsible for Quarterly audits of the financial records of the Local.
 - 4.6.4 review the Secretary/Treasurer’s financial reports.
 - 4.6.5 provide recommendations to the Executive Committee on any matter of financial reporting and control they deem to be in the best interests of the Local.
 - 4.6.6 act as liaison between the members at large in the school zones and the Executive Committee.
 - 4.6.7 act as Executive Liaison with the Chairpersons of any Standing committees established by the Executive Committee.
- 4.7 **Past President – Duties**
The Past President shall:
 - 4.7.1 advise the Executive Committee and perform other assignments as mutually agreed.
 - 4.7.2 have voice, but no vote on the Executive Committee.

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 have attended at least forty percent (40%) of the General membership meetings held in a previous (10) months, but 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 nominations.

5.4 Conduct of Elections

The election of Officers shall be by majority vote of the votes cast in a secret ballot at a duly constituted meeting. Any candidate may have an observer at the polls and at the counting of the ballots. Each member shall be entitled to one vote. There shall be no absentee voting and no voting by proxy, write-in or sticker.

5.4.1 The Chair shall step down and the Elections Committee, whose duty it shall be to safeguard the secrecy and honesty of the election, prepare and count ballots, and announce the results of the election in a signed statement. The Elections Committee shall preserve all ballots and other records pertaining to the election for three (3) months after the election or until a motion is made by the general membership to destroy the ballots.

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; 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

All elected Officers will be elected in the following manner: every odd-numbered year, the President and Secretary/Treasurer will be elected for a term of two (2) years. Two (2) Area Representatives will be elected for a term of two (2) years.

Every even-numbered year, the Vice-President will be elected for a term of two (2) years. Two Area Representatives will be elected for a term of two (2) years. The Past President may serve one (1) year after he/she retires from office.

The Elections Committee shall arrange an early election to replace any elected Officer who has more than six (6) months remaining of the term of office at the date of resignation, death or removal of office.

5.9 Annual Elections

Elections shall be conducted in order to replace Officers every year at the Annual meeting.

ARTICLE 6 – MEETINGS AND VOTING

6.1 Annual Meetings

The Local shall hold an Annual General meeting on or before the 31st day of May of each year. Notice of the meeting shall include an agenda, minutes of the previous Annual General meeting, Financial Report, and Committee Reports to be considered at the meeting. This meeting shall also include the election of Officers and area representatives as provided for in Article 5.

6.2 General Meetings

The Executive Committee shall convene a minimum of four (4) General meetings per year unless otherwise approved by the National President. 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 included with the notice of the meeting. Only such subjects as specified in the notice 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**
 Notice of meetings shall be given in writing as follows:
- 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
- 6.4.1** Notice of meetings shall be properly posted in all work locations.
- 6.5 Quorum for Meetings**
 At General meetings, Annual meetings, and Special meetings twenty (20) Regular members in good standing 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 Regular member in good standing or by secret ballot, if a majority in attendance so agree.
- 6.7 Voting Rights**
 Any Regular Member in good standing 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.
- 6.8 Parliamentary Authority**
 The current edition of Robert's Rules of Order Newly Revised and Robert's Parliamentary Law 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 CEP 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.

ARTICLE 7 - EXECUTIVE COMMITTEE

- 7.1** The Officers of the Local shall constitute the Executive Committee.
- 7.2 Powers of the Executive Committee**
- 7.2.1** The business of the Local shall be managed by the Executive Committee, who shall exercise all such powers of the Local, and do on behalf of the Local, all such acts as may be exercised by the Local, and as are not by these Bylaws, or by the CEP National Constitution, required to be done by the Local in an Annual, General or Special meeting of the Local.
- 7.2.2** All acts bona fide done by any meeting of the Executive Committee, or by any person acting as a member of the Executive Committee, notwithstanding if it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that they or any of them were disqualified, shall be valid as if every person had been duly appointed and was qualified to be a member of the Executive Committee.
- 7.2.3** To the extent required for the proper functioning of the Local, the Executive Committee, or any person to which the Executive Committee delegates such authority, shall employ, retain, direct, and compensate personnel, consultants, legal, accounting, and other professional personnel, and engage and pay for the use of premises and equipment.
- 7.2.4** 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.
- 7.2.5** 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.
- 7.2.6** Any expense over and above \$2000.00, not including monthly payment of dues to CEP National, 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.

ARTICLE 8 - HONORARIUMS

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

President	\$1500.00
Vice President	\$1000.00
Secretary/Treasurer	\$1500.00
Area Rep	\$600.00

- 8.2 An Executive Officer who does not attend all Executive meetings shall have his/her honorarium paid on a pro rata basis
- 8.3 If a position on the Executive becomes vacant, the member on the Executive designated to assume those duties will be paid the honorarium for the position on a pro rata basis.
- 8.4 Should the President be seconded, no honorarium shall be paid.
- 8.5 Honorariums shall be paid in March of each fiscal year.
- 8.6 An Executive member must attend eighty percent (80%) of Executive meetings to receive their honorarium in the current fiscal year.

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 a manner to be determined;
 - ii. to provide honorariums to retiring members, as specified in Article 9.2;
 - iii. to provide an annual scholarship, as specified in Article 9.3;
 - iv. to provide funds for necessary administrative expenses connected with the conduct of a strike;
 - v. 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 When a special assessment is in place as per CEP National’s Constitution Article 6.02, the Local shall cease depositing six percent (6%) of dues to the Fund as specified in Article 4.5.2. When the special assessment has ended, Article 4.5.2 shall come back in to force.
- 9.1.3 The Fund may be dissolved only after a referendum vote of the members in which two-thirds (2/3) of the votes cast are in favour of dissolution.
- 9.2 Effective June 1, 2006, a member who retires from the District and who:
 - a) is at least 55 years of age, and
 - b) has at least 10 calendar years of employment with the Districtshall be entitled to an honorarium of \$25.00 per calendar year of employment with the District.
- 9.2.1 Cheques for retiring members shall be issued in May of each year.
- 9.3 One scholarship in the amount of \$1,000.00 shall be awarded annually in June to the son/daughter of a member of the Local. Applicants must be enrolled full-time in a post-secondary educational programme, and must submit a brief essay (two type-written pages) outlining why they chose the programme of studies in which they are enrolled, and their future aspirations.
- 9.3.1 The successful applicant shall be determined by an Ad Hoc committee comprised of one member of the Executive and two members at large.

ARTICLE 10 - COMMITTEES

- 10.1 All Executive, excluding the President, must be a Liaison for at least one (1) Standing Committee.
- 10.2 Each committee will have an Executive Liaison. Each committee shall familiarize themselves with the Policy and Procedures Manual. 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:
 - i. Economic Policy Committee
 - i. Professional Development
 - ii. Elections
 - iii. Bylaw
 - iv. Finance
 - v. Grievance
 - vi. Social
 - vii. Membership
 - viii. Newsletter
 - ix. Health and Safety
 - x. Political Action
 - xi. **Public and Catholic Francophone Unit**

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 the Calgary Catholic Board of Education 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 \$10.00 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 17 of the 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 sixty (60) days before the meeting specified in 13.1
 - ii.** To the Executive Committee by the Bylaw Committee at least fourteen (14) days before the meeting specified in Article 13.1
- 14.3** Bylaw amendments shall take effect at the conclusion of the meeting at which they were approved, unless otherwise specified.

ARTICLE 15 - DISSOLUTION

- 15.1 Dissolution Resolution**
The Local may dissolve and wind up its affairs by a three-quarters (3/4) vote of the members present and entitled to vote at a Special meeting convened for this purpose. Twenty-one (21) calendar days notice, in writing, of the meeting shall be given to members.
- 15.2 Manner of Dissolution**
The motion to dissolve shall address the manner and timing of dissolution, the members responsible for concluding the affairs of the Local, and a disposition process for all assets and records of the Local that is agreed upon by three-quarters (3/4) of members present and entitled to vote.