

BYLAWS OF THE LOCAL LODGE 2797

ARTICLE 1 NAME AND JURISDICTION

This lodge shall be known as the Acadia Lodge, Composite Local Lodge 2797 of the International Association of Machinists and Aerospace Workers.

ARTICLE 2 ADDRESS

IAMAW LL 2797
1 Bell BLVD., Box 1627
Enfield NS
B2T 1K2

ARTICLE 3 MEETINGS

SECTION 1

The Executive Board of Composite Local Lodge 2797 (including members at large) shall meet prior to the regular monthly meeting to plan and discuss the business at hand.

SECTION 2

Meetings of Composite Local 2797 will be held on the second (2nd) Thursday of each month at 6 p.m. normally at the Quality Inn Halifax Airport Hotel. Should the second (2nd) Thursday be a holiday, the meeting shall be held on the third (3rd) Thursday.

SECTION 3

Special meetings shall be called by the President in accordance with the IAM Constitution Article D, Section 4.

SECTION 4

Rules of order shall be in accordance with the IAM Constitution.

Approved: 4-3-17
Effective: 4-1-17

SECTION 5

The Order of Business shall be in accordance with the IAM Constitution, Article D, Section 5.

SECTION 6

A quorum for the regular monthly meeting shall be as stated in the IAM Constitution, Article D, Section 3.

SECTION 7

Unless at least seven (7) calendar days' notice (by bulletin board or otherwise) has been given to the membership, no motion shall be in order to appropriate more than \$200.00 for any purpose except (1) per capita tax and ordinary bills which are generally in excess of this amount, and (2) strike assistance to other Lodges or Unions in which case not more than \$100.00 may be voted without the seven (7) days' notice.

SECTION 8

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

ARTICLE 4 EXECUTIVE BOARD

SECTION 1

The Executive Board shall consist of the President, the Vice President, the Recording Secretary, the Secretary-Treasurer, the Conductor-Sentinel, three (3) Trustees, the Communicator and the Educator.

SECTION 2 DUTIES OF OFFICERS AND EXECUTIVE BOARD

The duties and responsibilities of the Officers of this Lodge shall be in accordance with the provisions of the IAM Constitution.

PRESIDENT

Shall preside at all meetings of the Local Lodge. Countersign all orders on lodge funds and cheques properly drawn by the Secretary-Treasurer. In case of a tie vote, he/she shall cast the deciding vote; and shall perform such other duties as required by the Constitution.

VICE PRESIDENT

Shall assist the President in maintaining order. In the absence of the President, he/she shall assume the duties of the President including the authority of signing officer. In case of death, removal or resignation of the President, shall become President and serve as such until after the next regular election and installation of the successor in office.

RECORDING SECRETARY

Shall conduct correspondence for, and in the name of Local Lodge 2797; present all communication and bills to Local Lodge 2797; and deliver such bills to and for the files of the Secretary-Treasurer when passed by the Local Lodge and attest the same by properly signing and attaching the seal of Local Lodge 2797, thereto, prepare and sign all credentials of delegates and alternate delegates to conventions of the Grand Lodge, and forward duplicates thereof to the G.S.T.; keep minutes of Local Lodge meetings; and shall perform such other duties as required by the Constitution.

SECRETARY-TREASURER

Shall report monthly on the financial standing of Local Lodge 2797. He/she shall maintain and present the books for audit every six (6) months at the close of June and December to lodge auditors and shall perform such other duties as required by the Constitution.

CONDUCTOR-SENTINEL

Shall be in attendance twenty (20) minutes prior to the start of the meeting. He/she shall receive and introduce any and all dignitaries or guest speakers to the President; shall ensure no person enter or leave during balloting; ensure that all members sign the attendance book and return the same to the Recording Secretary.

MEMBER AT LARGE

Shall set on the Executive Board as a member representing his/her bargaining unit should said unit not already be represented on the board. He/she shall have voice and voting rights on the executive committee. He/she (if required) shall be elected by his/her unit.

COMMUNICATOR

The L.L. President shall appoint a communicator who in accordance with the official directives, policies and programs of the G.L., will use the latest forms of information technology to communicate with the L.L. membership about their work and family lives.

EDUCATOR

The L.L. President shall appoint an educator to assist in carrying out the official directives, [policies, and programs of the G.L. and any other education and training programs approved by the G.L. and related to education and training the L.L. membership on all issues affecting workers and their families.

SECTION 3

The President and the Secretary-Treasurer are jointly authorized to open a bank account and to transact business in the name of Local Lodge 2797. In the absence of the President, the Vice President is authorized to serve as the signing officer in his/her place and stead.

SECTION 4

All officers or other individuals in Local Lodge 2797 who are responsible for, or handle funds of or for the Local Lodge, shall be bonded in accordance with the IAM Constitution and the IAM Policy relating thereto.

SECTION 5

Each Unit shall elect a Chairperson/Head Shop Steward who in conjunction with the respective District General Chair Person shall serve as the onsite administrator to oversee and administer their respective collective agreements and transact business in their Units thus insuring the Unit Autonomy with the Composite Local. The Unit Chairperson/Head Shop Steward and respective District General Chair Person shall report to the President/Executive Committee. In all matters dealing with the NSGEU or Department of National Defence (DND) the respective Unit Chairperson/Chief Shop Steward in conjunction with the Grand Lodge Representative will be responsible and shall report to the President/Executive Committee.

ARTICLE 5 NOMINATIONS AND ELECTIONS

SECTION 1

Nominations of Composite Local Lodge 2797 Officers shall be held at the regular monthly meeting in November and the election on the day of the regular monthly meeting in December.

SECTION 2

- a) The term of office for all officers shall be three (3) years. (January 1 to December 31)
- b) No member shall be eligible for election to an office if he/she has not been in continuous good standing with the Local Lodge for at least one (1) year at the time of nominations and be free from delinquency of any nature to Local Lodge, District Lodge, or the Grand Lodge and meet Grand Lodge Constitution requirements.
- c) A member shall attend at least fifty percent (50%) of the regular Lodge meetings that his/her shift permits during the twelve (12) month period ending the close of nominations in order to qualify as an Officer. This section does not apply to members attending educational training as per I.A.M. policy.
- d) Members can only accept nomination for one (1) office of the Local Lodge. All nominees must be in attendance at the nomination meeting or have a letter presented to the Recording Secretary stating their acceptance, if nominated for office.
- e) Any officer of Local Lodge 2797 absenting himself/herself from three (3) consecutive regular or executive meetings and who does not present valid reasons to the executive committee for such absences should resign. Failing to resign, he/she will be suspended from office and will then be charged with negligence of his/her duties in accordance with the applicable provisions of the IAM Constitution.
- f) Installation of elected Officers shall take place during the regular meeting in January.
- g) All officers of Local Lodge 2797, at the expiration of their term in office or in the cases of removal or resignation from office, shall promptly turn over to their successor all books, papers, receipts, funds and all other properties of the Local Lodge.
- h) Officers in good standing (as defined in sub-sections b & c) will be paid a monthly honorarium. Any officer receiving honorarium, for duties that is not able to attend the regular meeting must notify the executive committee so that the excused absence can be noted in the minutes of the meeting.

Only officers that are confined because of verified illness, family illness, out of town, on vacation or working for their employer shall be excused from attending Local Lodge 2797 meetings.

i) The monthly allowance for Local Lodge 2797 Officers shall be:

President	\$175.00 per month
Vice President	\$125.00 per month
Recording Secretary	\$150.00 per month
Secretary Treasurer	\$200.00 per month

j) A monthly allowance shall be paid upon attending Local Lodge 2797 meetings for the following:

Unit Chairperson/Head Shop Steward	\$100.00
Shop Stewards	Equivalent to one month's dues
Communicators	Equivalent to one month's dues
Educators	Equivalent to one month's dues

Excused – (reported reason to Recording Secretary prior to meeting for working, sick or on vacation.)

SECTION 3

An Auditing Committee of three (3) Local Lodge members shall be elected in conjunction with the election of Local Lodge officials and shall function as set forth by the IAM Constitution.

ARTICLE 6 COMMITTEES

The President will appoint all members of Committees approved by the Executive Committee for Composite Local Lodge 2797 and committees elected by their respective Bargaining Units.

SECTION 1

Each unit shall elect a Unit Chairperson/Chief Shop Steward to represent their respective bargaining units. The Unit Chairperson/Chief Shop Steward in conjunction with the respective District General Chair Person or Grand Lodge Representative shall take up with their management the member's grievance, as per their

collective agreement and shall keep record of the dispositions of the grievance and reported to the President/Executive Committee.

SECTION 2

Unit Shop Stewards shall be elected by the members they represent at a meeting/election called by the Unit Chairperson/Head Shop Steward for this purpose. Unit Shop Stewards will be elected for a three (3) year term starting no later than February 15th, following the election of officers of Local Lodge elections. The election of stewards for each bargaining unit will be conducted by their Unit Chairperson/Chief Shop Steward in consultation with the respective District General Chair Person or Grand Lodge Representative. Results of said elections shall be recorded and reported to the President/Executive Committee for approval.

SECTION 3

Each unit shall elect a Grievance Committee elected by its respective members at a meeting/election call by the Unit Chairperson/Chief Shop Steward for this purpose. The Unit Chairperson/Chief Shop Steward in conjunction with the respective District General Chair Person shall preside on all grievance hearings, as per their collective agreement and shall keep record of the dispositions of the grievance. In all matters dealing with the Department of National Defence (DND) or NSGEU the respective Unit Chairperson/Chief Shop Steward in conjunction with the Grand Lodge Representative will be responsible.

SECTION 4

Each unit shall elect a Negotiation Committee to represent their respective bargaining units; the size will be determined by the affected collective agreement. The respective District General Chair Person of District 140 shall automatically form part of the Negotiation Committee, he/she will preside over all meetings called to discuss same, and shall report to the President/Executive Committee. In all matters dealing with the Department of National Defence (DND) or NSGEU the Negotiation Committee in conjunction with the Grand Lodge Representative will be responsible and shall report to the President/Executive Committee.

SECTION 5

Unit Safety and Health Committee members shall be elected by the members they represent at a meeting/election called by the Unit Chairperson/Head Shop Steward and shall perform their duties as per appropriate legislations. The Unit Chairperson/Head Shop Steward shall report to the President/Executive Committee.

SECTION 6

All Unit Committees shall be elected by the members they represent. The term of office shall be the same as the Executive Board. Nominations and elections shall be no later than December 31 of the election year of the Executive Board.

ARTICLE 7 MONTHLY DUES

SECTION 7(a)

Monthly Union dues shall be set at one and one quarter (1.25%) percent of the hourly pay rate of the members covered by their collective agreement. However, dues shall be set at a minimum of sixty (\$60) dollars per month.

SECTION 7(b)

Effective January 1, 2018, all increases in the Grand Lodge's or District 140's per capita tax, as well as other assessments implemented by the Grand Lodge, shall have for effect to increase monthly dues by the same amount as the said per capita tax.

ARTICLE 8 AFFILIATIONS

Local Lodge 2797 shall maintain affiliation with;

The Nova Scotia Federation of Labour
The Maritime Council of Machinists
The Federal Government Dockyard Trades and Labour Council (East)
Transportation District 140
The New Brunswick Federation of Labour
The Prince Edward Island Federation of Labour

ARTICLE 9 EXPENSES

SECTION 1

Members assigned or delegated by the Local Lodge to represent the Local Lodge or perform duties on any particular day, shall be provided a per diem allowance as follows:

- a) In town: \$20.00 per day, plus kilometers (\$0.36 per km) and parking (receipt required)

- b) Out of town: \$90.00 per day, plus hotel, car/taxi or airplane transportation, and tolls, whichever is most economical. (Local Lodge Executive discretion).
- c) \$15.00 per day, out of town, when at William W. Winpisinger Centre or other places with similar arrangements.
- d) In all cases, an expense account giving dates, places, mileage or transportation fare and description of the function performed shall be submitted to the Local Lodge.
- e) While performing his/her duties for which he/she already receives an allowance, paragraph (a) will not apply.
- f) Per diem and allowances to be paid in American currency when in the U.S.A.

SECTION 2.

Local Lodge 2797 will reimburse any loss of regular salary for delegates, officers and members who handle assignments on behalf of the Local Lodge to a maximum of his/her normal workday in accordance with their current collective agreement.

ARTICLE 10 RATIFICATION OF THE LABOUR AGREEMENT

Individual bargaining units shall hold meetings to report on negotiations. A vote to determine the wishes of the members in the bargaining unit shall be taken. Any vote taken by the bargaining unit shall require fifty percent (50%) plus one (1) of the ballots cast to be accepted. The Negotiation Committee Chairperson in conjunction with the respective District General Chair Person will then report to the President/Executive Committee. In all matters dealing with the Department of National Defence (DND) or NSGEU the Negotiation Committee Chairperson in conjunction with the Grand Lodge Representative will be responsible and will then report to the President/Executive Committee.

Only after the above has been completed will the Negotiation Committee Chairperson in conjunction with the respective District General Chair Person or Grand Lodge Representative will be authorized to sign the agreement.

ARTICLE 11 AMENDMENTS TO THE BYLAWS

SECTION 1

Any increase in the amount of initiation and reinstatement fees, emergency funds, and local lodge dues must be handled on the basis of the procedures specified in the IAM Constitution.

SECTION 2

Any other amendments to these Bylaws must be handled on the basis of the following procedures:

a) All proposals must be in writing, signed by not less than five (5) members, and referred to a Bylaws Committee appointed by the President.

b) Must be read and proposed at two (2) consecutive meetings. Immediately following the second reading, the Bylaws Committee shall submit their recommendations.

c) Reasonable advance notice must be given to the membership of the time, date, place of the second reading and vote to be taken on the Bylaws Committee's recommendations.

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

Triplicate copies of approved proposals, together with the master copy of Bylaws shall be referred to the International President for approval and designation of an effective date. A copy of the approved proposal shall also be forwarded to the General Vice President's office.

SECTION 3

a) Nothing in these Bylaws shall be construed or applied in a manner that will conflict with the IAM Constitution and/or the District Lodge Bylaws. All matters arising and not specifically covered herein will be governed by the IAM Constitution.

b) These bylaws after being officially adopted by the Local Lodge and approved by the International President shall cancel and supercede any and all bylaws that may have been previously issued.

**Approved for and in behalf of
International President**

Ricky Wallace