

BYLAWS OF DISTRICT LODGE NO. 14

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

ARTICLE I NAME AND PURPOSE

Section 1. This Organization shall be known as District Lodge No. 14 of the International Association of Machinists and Aerospace Workers.

Section 2. This District Lodge shall be dedicated to the principles of promoting and advancing the best interests of the membership of its affiliated Local Lodges in the economic, social and legislative fields; to secure mutual protection, harmonious action, and close cooperation in all matters relating to the IAM; to improve wages, working conditions and standards affecting the membership employed under the jurisdiction of the District Lodge; to organize all eligible workers employed in the jurisdiction of the District Lodge; and to consider problems of local, national and international significance insofar as they affect organized labour.

ARTICLE II JURISDICTION

Section 1. District Lodge No. 14 shall have jurisdiction over the territory lying within the boundaries of the Province of Alberta and NWT, including but not limited to LL 2583, LL 1722 and LL 99, excepting those Local Lodges whose members are covered by national agreements in the Railroad and Air Transport Industries.

ARTICLE III GOVERNMENT AND STRUCTURE

Section 1. Regular meetings of the District Lodge shall be held quarterly on the second Friday of the month (January, April, September, November). Dates for the following year will be determined at the last meeting of the current year. All delegates shall receive reasonable notice of meeting dates and times and location.

Section 2. Between meetings, the Executive Board shall have authority to deal with urgent or emergency matters and shall submit decisions and actions taken thereon to the next regular District Lodge meeting.

Section 3. Representation from affiliated Local Lodges at delegate meetings shall be based on the membership standing reported on the semi-annual audit, in accordance with the following formula:

- (a) up to 100 members, four (4) delegates
- (b) one additional delegate for each 300 members.

Approved: 11-3-23

Effective: 11-1-23

Section 4. Each delegate shall have one vote.

ARTICLE IV DELEGATES AND MEETINGS

Section 1. During December of an election year, the affiliated Lodges shall elect their delegates for a four-year term, and notify the Secretary-Treasurer of the District Lodge who the delegates are prior to January 1. Each Local Lodge shall provide its delegates and alternates with credentials over the Local Lodge seal, on a form to be supplied by the District Lodge.

Section 2. A delegate must have been a member of the International Association of Machinists and Aerospace Workers in continuous good standing for at least two (2) years, and a member of the Local Lodge from which he/she is elected for at least one year immediately prior to his/her election as a delegate, except that in the case of a Lodge which has not been established for one year, this provision shall be waived.

Delegates shall be responsible for reporting the proceedings of the District Lodge meeting to their respective Local Lodges.

Where a Local Lodge is unable to elect delegates who can attend every meeting of the District Lodge, the Local Lodge may elect not more than six (6) alternate delegates. These delegates shall be registered with the Secretary of the District Lodge. It shall be the duty of the regular delegate to notify an alternate delegate if the regular delegate is unable to attend a District Lodge meeting. Not less than two (2) of the delegates from each of the affiliated Lodges shall be Local Lodge officers.

Section 3. Eight (8) of the total number of delegates to the District Lodge shall be required to constitute a quorum and the majority of the Local Lodges must be represented. No business shall be transacted with a lesser number.

Section 4. Special meetings shall be held at the written request of the majority of delegates or a decision by a majority of the Executive Board, to deal with any urgent business, and the agenda of such special meeting shall be confined solely, except for routine matters, to the question(s) for which the meeting was called.

Section 5. The Order of Business at the regular meeting shall be:

1. Roll call of executive officers and noting of absentees.
2. Roll call of delegates and seating of same.
3. Introduction of visitors.
4. Reading of Minutes and acting on same.
5. Communications, bills, financial report for previous month.
6. Report of Executive Board.
7. Report of Committees and delegates from each Local Lodge.
8. Report of Business Representative(s).
9. Unfinished business.
10. New business. Election and installation of officers.

11. Good and welfare
12. Adjournment.

ARTICLE V EXECUTIVE BOARD

Section 1. The Executive Board shall consist of the following executive officers: President, Vice President, Recording Secretary, Secretary-Treasurer, Conductor-Sentinel and three (3) Trustees. Each local lodge shall have at least one delegate on the Executive Board.

The sum of three (3) trustees shall equal the number of affiliated local lodges. Each local lodge shall retain one of the above positions.

Section 2. Officers shall be nominated and elected for a term of four (4) years from the duly elected and qualified delegates at the first regular meeting of the District Lodge in an election year.

President: 2021, 2025, 2029....
Vice President: 2021, 2025, 2029....
Recording Secretary: 2021, 2025, 2029...
Secretary-Treasurer: 2021, 2025, 2029...
Trustee 1: 2020, 2024, 2028 ...
Trustee 2: 2021, 2025, 2029 ...
Trustee 3: 2022, 2026, 2030 ...

Section 3. No Business Representative may hold any other office in the gift of the District Lodge or any Local Lodge(s), excepting that of President of the District Lodge and Delegates to conventions.

Section 4. The Executive Board shall meet prior to each regular and special meeting to review all important business that will come up at the meeting and submit recommendations thereon.

ARTICLE VI DUTIES OF OFFICERS

Section 1. President - shall preside at all Executive Board and delegate meetings. He/she shall preserve order and enforce the laws, decide all questions or disputes not controlled by laws of the IAM, appoint committees authorized by the IAM Constitution and these bylaws, and shall appoint temporary officers (subject to Executive Board approval) until the regular nomination and elections are held. He/she shall countersign all vouchers and cheques properly drawn by the Secretary-Treasurer.

He/she shall be responsible for the efficient administration of the District Lodge's business. He/she shall vote only in case of a tie, in which case he/she shall cast the deciding vote.

Section 2. Vice President - shall assist the President at all times in preserving order at meetings. In the absence or incapacity of the President, he/she shall take over his/her duties temporarily. In the event of death, removal or resignation of the President, the Vice President shall become President and shall serve as such until the next regular election and installation of the successor.

Section 3. Recording Secretary – shall keep a record of proceedings at Executive Board and Delegate meetings, draw all orders passed by District Lodge, present all communications and bills pertaining to the business of the District Lodge and conduct correspondence for and in the name of the District Lodge. Under no circumstances shall he/she conduct correspondence over the District Lodge seal unless authorized to do so.

Section 4. Secretary Treasurer – he/she shall receive all monies due to the District Lodge and transact all business with the bank designated by the Executive Board and keep a correct account of all receipts and disbursements; report monthly on the financial standing of the District Lodge to the Executive Board and report to Regular Delegate meetings; and at the close of June and December of each year, he/she shall prepare an audit report and submit it and his/her books and records to the Auditing Committee and Trustees.

Section 5. Trustees - shall examine the credentials of the delegates and alternates when requested by the President at the opening of the meeting; shall have charge of all property belonging to the District Lodge; shall see that all books and records are properly kept, and at the time of semi-annual audit shall assist the Auditing Committee in the examination of books and accounts, and verify the report of the Auditing Committee by signing their names thereto.

In the event of failure of any member(s) of the Auditing Committee to be in attendance, the Trustees shall proceed with the audit as though they were present. The Trustees shall be liable to the District Lodge for all funds and other property of the District Lodge under their control.

Section 6. The signing officers of the District Lodge shall be the President or Vice President, in the absence of the President, and the Secretary-Treasurer.

Section 7. The District Lodge 14 Executive is responsible for establishing a negotiating committee to negotiate the District Lodge 14 employee contract.

ARTICLE VII BUSINESS REPRESENTATIVE

Section 1. Qualifications - A member shall not be permitted to serve as Business Representative unless the candidate has been in continuous good standing for at least two (2) years prior to nomination and free from delinquencies of any nature to a Local Lodge, District Lodge or Grand Lodge. The candidate shall have been a member of one or more of the affiliated Local Lodges for at least two (2) years prior to nomination.

Assignment of Business Representative shall be to metropolitan Edmonton. Offices of District 14 shall be located in the metropolitan of Edmonton.

The candidate shall have attended at least 50 percent of the regular meetings of the Local Lodge(s) held during the previous 12-month period ending the date nominations close. Meetings held while the candidate is on shift work that prevent attendance or when the candidate is absent due to illness or assignment for Local or District Lodges shall not count in computing the necessary attendance.

Section 2. Term of Service - the term shall commence on September 1 and shall be for a four (4) year period. The incumbent shall be eligible for re-election without nomination.

Section 3. Nominations and Elections

(a) In the twelve (12) months prior to the Business Representative's term expiring, the Recording Secretary of the District Lodge shall notify all of the affiliated lodges in writing, no later than February 15, of the eligibility and procedures for nominations and elections.

(b) Nominations shall be held at the first meeting of each Local Lodge in March and the Recording Secretary of each Local Lodge shall notify the Recording Secretary of the District Lodge, in writing, of the name(s) of candidate(s) who have been nominated prior to April 1. These names shall be presented to the District Lodge delegates at the Spring District Lodge meeting.

If there is a requirement for more than one Business Representative, the delegates will follow the election process in Section 3 (c).

(c) At the regular meeting of the District Lodge held in the spring of an election year, the delegates shall elect the Business Representative from the candidates accepting nomination under the provisions of Section (b) above. Voting shall be done by secret ballot and a majority of voting shall be required for election. Voting shall be by process of elimination.

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| Terms of Service | 2020, 2024, 2028... |
| | 2021, 2025, 2029... |
| | 2022, 2026, 2030... |

(d) When more than one Business Representative is employed by District 14 and there is a requirement for downsizing the Business Representative with the least amount of seniority as a Business Representative with the IAM&AW will be laid off first, with recall rights for the remainder of his term.

(e) The Directing Business Representative position will be elected by district delegates at a regular meeting at the end of the Directing Business Representative's respective term (currently 2020).

Section 4. Duties

(a) Shall handle all grievances, which cannot be settled by the Local Shop Committee in accordance with the provisions of the collective agreements with the employers.

(b) Shall be responsible for negotiations of all agreements under District Lodge jurisdiction.

(c) Shall confer with and advise Local and District Lodge Executive officers and committees as occasion require.

(d) Shall organize all eligible workers within the jurisdiction of the District Lodge.

(e) Shall attend whenever possible all Local and District Lodge Executive Board, regular and special meetings.

(f) Shall perform to the best of the Business Representative's ability other duties assigned by the District Lodge Executive Board through the President.

(g) Shall provide a written report of activities for District Lodge Executive Board Meetings.

(h) Shall have voice but not be entitled to move or second motions or amendments thereto or vote on any question at District Lodge Executive Board, regular or special meetings, except as provided in Article VI, Section 1 and Article V, Section 3.

Section 5. Salary, Expenses and Benefits

(a) Effective January 1, 2023, the Business Representative(s) salary will be \$12,842.38 per month. Thereafter salary increases shall be adjusted January 1st of each year by a percentage equal to the increase of the Grand Lodge per capita tax.

(i) The elected DBR for District 14 will receive a monthly salary increase of \$350.00 above the Business Representative and Organizers monthly salary.

(b) While working within the District boundaries, all travel beyond fifty kilometers (50) from the District Lodge office shall be paid at the rate of sixty-one cents (61¢) per kilometer except where rail or air transportation is more economical.

(c) Business Representative shall have a minimum of four (4) weeks vacation after one year or vacation as per his/her current collective agreement, whichever is greater. Annual vacation can be carried forward for one year only.

When an incumbent Business Representative is defeated in March of any election year, the Business Representative has until May 31 of that year to use any outstanding vacation. Should the unused vacation not be scheduled by the Business Representative by March 31st of that year the District Lodge 14 Executive will schedule the unused vacation.

Business Representatives vacation status shall be submitted at the District Lodge February meeting of each year.

(d) A benefits package shall be supplied consisting of:

(i) Long term disability equal to sixty-six and two-thirds percent (66 2/3%) of gross salary after thirty (30) days of illness. The first thirty (30) days per illness or injury shall be paid by District at the monthly rate in (a) above.

(ii) Life insurance equal to thirty-six (36) times the gross monthly salary in effect at the time shall be paid in the event of death and in addition to this thirty-six (36) times the gross monthly salary shall be the coverage in the event of accidental death and dismemberment.

(iii) Free parking.

(iv) Business Representative Alberta Health Care and benefit plan premiums will be paid by the District Lodge.

(v) The District Lodge will pay the complete Workers Compensation Board premiums for all employees of the District Lodge.

(vi) Effective January 1, 2023, all benefits will be defined and supplied by the provider.

(e) Business Representative Pension Plan contributions will be paid as per the IAM Constitution.

(f) When assigned to perform services for the District Lodge or attend Conferences or training sessions, the District Lodge shall pay all travel beyond fifty kilometers at sixty-one cents (\$0.61) per kilometer except where there is a more economical mode of transportation, bus, rail, or air. If such assignment is in town a twenty-five dollar (\$25.00) per diem will be paid. If such assignment, conference, or training session is out-of-town a seventy-five dollar (\$75.00) in province and ninety-five dollar (\$95.00) out-of-province per diem will be paid. Single room accommodation will be provided per night as required. The per diem amounts will be paid in the currency of the host country. If any meals have been provided, the following amounts should be deducted for the appropriate meal:

\$20.00 – breakfast

\$25.00 – lunch

\$30.00 – dinner

(No alcoholic beverages will be covered)

(g) Business Representatives shall be allowed to claim a boot allowance (CSA approved safety footwear) in the first year of their term and every second year thereafter. This amount will be equal to the amount provided for under the last collective agreement the Business Representative worked under before his/her election.

(h) For Business Representatives traveling to the William W. Winpisinger Education and Technology Center:

- \$95.00 (US dollars) per diem per day for travel days to and from the William W. Winpisinger Education and Technology Center
- \$20.00 (US Dollars) incidental allowance per day for full days spent at the William W. Winpisinger Education and Technology Center.
- Other reasonable out of pocket expenses for travel to and from the William W. Winpisinger Education and Technology Center, will be considered for payment when accompanied by receipts and an explanation.

(i) Business Representatives on assignment for the district lodge incurring reasonable out of pocket expenses (not to include controlled substances) not to exceed two Hundred (\$200.00) will be considered for payment when accompanied by receipts and an explanation.

ARTICLE VIII COMMITTEES

Section 1. The following Standing Committees, when in existence, shall be elected from the fully accredited delegate's term at the spring meeting of an election year.

Education Committee
Publicity Committee
Organizing Committee
Bylaw Committee
Veterans Committee

Legislative/Political Action Committee
Audit Committee
Full Service Grievance Board – one (1) member from each local lodge.
Women's Committee

Terms of office for all committee's will be four (4) years, terms to be 2020, 2024, and 2028.

Section 2. Each Committee shall consist of one delegate from each affiliated Lodge. The Committee shall elect from within its own members, a chairman, vice chairman and secretary.

Section 3. Candidates receiving the highest number of votes for their respective office shall be declared elected.

Section 4. The district may establish other committees either standing or special as the needs arise.

Section 5. The full service grievance board will arrange to meet when required. The board will discuss grievances referred to them from the local lodges and make decisions whether to: withdraw the grievance, proceed to arbitration or proceed further legal advice. If there is an appeal, the griever may present his/her appeal to the grievance board on his/her behalf, for reconsideration. All legal and related costs will be submitted to the full-service grievance board.

ARTICLE IX REVENUE AND EXPENSES

Section 1.

(a) The District Lodge shall collect the monthly dues, initiations and/or reinstatement fees on behalf of the Local Lodges. Monies collected on behalf of a Local Lodge which are above the dues rate shall be returned to the Local Lodge. The District Lodge shall first pay the Grand Lodge per capita tax, as well as any other affiliation per capita tax before calculating the District Lodge 14 and Local Lodge split. Effective January 1, 2023, 70% of local lodge dues will be retained by District Lodge 14 with 30% being returned to the local lodges.

In the first two (2) years, the local lodges can do a review to determine viability of the current formula.

Section 2. **Budget**

Prior to the fall meeting, the Secretary-Treasurer shall prepare for the calendar year a budget for approval by the delegates which shall serve as a guide to the Executive Board and the delegates on financial matters.

Section 3. **Expense Allowances**

(a) The Executive Officers shall receive the following amount each month:

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|-------------------------------|-----------|
| President (when not the B.R.) | - \$75.00 |
| Recording Secretary | - \$75.00 |
| Secretary-Treasurer | - \$75.00 |

(b) When a District Lodge Officer or member is assigned to perform services for the District Lodge or attend conferences or training sessions, the District Lodge shall pay all travel beyond fifty kilometers at sixty-one cents (\$0.61) per kilometer except where there is a more economical mode of transportation, bus, rail or air. If such assignment is in town a twenty-five dollar (\$25.00) per diem will be paid. If such assignment, conference, or training session is out-of-town a seventy-five dollar (\$75.00) in province and ninety-five dollars (\$95.00) out-of-province per diem will be paid. Single room accommodation will be provided per night as required. The per diem amounts will be paid in the currency of the host country. If any meals have been provided the following amounts should be deducted for the appropriate meal:

\$20.00 – breakfast
\$25.00 – lunch
\$30.00 – Dinner
(No alcoholic beverages will be covered)

(c) Notwithstanding Section 3(b), travel costs for regular attendees at normal district lodge meetings and audits will be up to a maximum of \$1,000.00.

(d) When a District Lodge Officer or member is traveling to the William W. Winpisinger Education and Technology Center:

- \$95.00 (US dollars) per diem for travel days to and from the William W. Winpisinger Education and Technology Center.
- \$20.00 (US Dollars) incidental allowance per day for full days spent at the William W. Winpisinger Education and Technology Center.
- Other reasonable out of pocket expenses for travel to and from the William W. Winpisinger Education and Technology Center, will be considered for payment when accompanied by receipts and an explanation.

(e) A District Lodge officer or member on assignment for the District Lodge incurring reasonable out of pocket expenses (not to include controlled substances) not to exceed two Hundred (\$200.00) will be considered for payment when accompanied by receipts and an explanation.

Section 4. District Lodge 14 will be responsible for costs associated with District 14 sanctioned training, internal education, negotiations, grievance board (grievances as approved by the board) lost time pertaining to such. District Lodge 14 committees to be included. The District Lodge 14 Secretary-Treasurer will be notified of qualifying candidates.

(a) Training slots shall be based on the membership standing reported on the semi-annual audit, in accordance with the following formula:

- (i) Up to fifty (50) members, one (1) slot.
- (ii) One (1) additional slot for each additional two hundred (200) members.
- (iii) Negotiation Committees will not use any of the above slots by attending negotiation training.
- (iv) Training for Business Representatives will not use any of the above slots.

(v) In the event that a new CBA is introduced to a local, and more training slots are required to attend basic steward training, a discussion with District Delegates at the regular meeting will be had with the affected local in regard to cost.

Section 5. The District Executive Officers and Staff shall be bonded in accordance with the IAM Constitution.

Section 6. The District Lodge will pay a twenty dollar (\$20.00) per person finder's fee for a lead that results in certification of that group to be paid on every person certified.

ARTICLE X PARLIAMENTARY LAWS

Section 1. The parliamentary laws of the District Lodge shall be as set forth in the Rules of Order for Local Lodges in the IAM Constitution. Robert's Rules of Order will apply to questions not covered thereby.

ARTICLE XI GENERAL

Section 1. Nothing in these bylaws shall be interpreted or applied in a manner that will conflict with the provisions of the IAM Constitution.

Section 2. No affiliated Local Lodge shall make laws which are in conflict with the laws of the District Lodge.

Section 3. (a) Subordinate only to the Grand Lodge, this District Lodge shall be the highest authority upon all matters coming within its jurisdiction as herein set forth, and shall adopt such rules and regulations as are necessary to properly carry out its purpose.

It shall have the power to endorse and recommend the establishment of new Local Lodges and/or the discontinuance of any Local Lodge within this District, and shall have general advisory and supervisory power over all organizing work therein.

The District Lodge is charged with the responsibility of protecting the interest of the general membership within the District.

(b) The District Lodge shall have the authority to remove any officer or employee of the District Lodge for incompetency or for actions detrimental to the cause of labour, provided such action is taken in accordance with the procedures set forth in the code of the IAM Constitution.

(c) Whenever initiation fees, reinstatement fees, or dues charged by a local lodge are shown to be detrimental to the general membership within the district, the District Lodge shall take such steps as may be necessary and proper to correct this condition, and may recommend to any affiliated local such changes, whether temporary or permanent, as may be to the best interest of the membership in the District.

Section 4. (a) The District Lodge shall provide reasonable financial and administrative services to affiliated Local Lodges who request it.

The services provided shall include but are not limited to:

(i) Maintaining each dues payer's personal record of dues payments made.

(ii) Prepare all per capita tax report forms for Grand Lodge, District Lodge and any other body the Local Lodge is affiliated with.

(iii) Prepare all cheques for signature, in payment of per capita taxes.

(iv) Deposit all monies received in dues, to the Trust Account. Any accumulated interest to be paid to respective Local Lodges prior to January 31 of the following year.

(v) Issue individual dues receipts to members and dues payers at year end when required.

ARTICLE XII AMENDMENTS

Section 1. These bylaws after having been adopted and approved by the International President shall be strictly complied with and may be amended only in the following ways:

(a) An affiliated Lodge may propose amendments to these bylaws after having a notice of motion read at a Local Lodge meeting and approval by a majority vote. The vote may be held by secret ballot of the members present and voting at the next Local Lodge meeting.

Such proposed amendment(s) shall then be submitted to the District Lodge Secretary-Treasurer and the Recording Secretary of each affiliated Local Lodge. At the next meeting of the District Lodge, after 30 days have elapsed following receipt of the proposed amendment(s), a vote shall be held by secret ballot and if passed by a majority vote of the delegates present and voting, the amendment(s) shall be sent to the International President for approval.

(b) The District Lodge Executive Board, Bylaws Committee or Local Lodges may propose amendments, which shall first be submitted in writing as a Notice of Motion at a District Lodge meeting and each Local Lodge shall be notified in writing of same.

At the next District Lodge meeting, after 30 days have elapsed following the receipt of the proposed amendments, a vote may be held by secret ballot and if passed by a majority vote of the delegates present and voting, the amendments shall be sent to the International President for approval.

Approved by

Robert Martinez, Jr.
INTERNATIONAL PRESIDENT