BYLAWS

of TEAM Union Inc.

Local 161 of the

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS AFL-CIO & CLC

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BYLAW 1 – MEMBERSHIP IN GOOD STANDING

Definition of "Member in Good Standing"

1.1 A member in good standing is any person who meets the eligibility requirements of Article 3 of the Constitution, including any member of TEAM who:

1.1.1 is actively employed by the Employer(s) and who is not in arrears for his/her membership dues;

1.1.2 is currently on a leave of absence from his/her employment but is expected to return to active employment with the Employer;

1.1.3 has been laid off or terminated from employment by the Employer but is challenging his/her termination through an active grievance under the grievance and arbitration procedure in TEAM's Collective Agreement.

Loss of Good Standing

1.2 The following shall constitute offenses the commission of which, once established and shown to be material, shall subject any officer or member of TEAM to disciplinary action as set forth in this Bylaw:

1.2.1 Violating any provision of the Constitution of TEAM or failing to perform duties or functions specified or required therein;

1.2.2 Engaging in any activity or course of conduct contrary or detrimental to the welfare or best interest of TEAM;

1.2.3 Engaging a secessionist movement that fosters or promotes a rival organization;

1.2.4 Obtaining membership through fraudulent means or by misrepresentation;

1.2.5 Making known the business of TEAM or of any local union to persons not entitled to such knowledge. This provision shall not be construed to prohibit TEAM or its Officers from establishing and maintaining an archival repository by agreement with a university or other suitable repository and placing therein the historical records of TEAM;

1.2.6 Causing or advocating a stoppage of work without having the consent of the Board;

1.2.7 Wilfully engaging in any act or course of conduct which is inconsistent with the duties and obligations of a member of a union or which constitute a breach of an existing collective bargaining agreement;

1.2.8 Refusing to follow lawful directives, orders or regulations of the President or the Board;

1.2.9 Mishandling, misappropriating or otherwise misusing union funds or properties;

1.2.10 Wilfully making any false or fraudulent report or wrongfully failing to make a report required by statute to be filed;

1.2.11 Failing to exercise responsibility toward TEAM or engaging in conduct which would interfere with TEAM's performance of its obligations;

1.2.12 Threatening violence or assaulting any union member or officer;

1.2.13 Disrupting or disturbing a union meeting or interfering with the orderly conduct thereof, or appearing at any such meeting in an intoxicated condition or failing to obey lawful orders, directions or ruling of the presiding officer of any union meeting;

1.2.14 Acting in an adversarial manner against TEAM contrary to his/her duties, or holding or acquiring any pecuniary or personal interest which conflicts with the interest of TEAM, excluding personal financial holdings in the Employer(s);

1.2.15 Wrongfully taking or retaining any money, books, records, papers or other property belonging to TEAM; wilfully making a false entry in, or wilfully concealing, withholding or destroying any books, records, reports or statements required by statute to be kept by him/her for and on behalf of TEAM;

1.2.16 Crossing a legal and authorized picket line of a local union to perform non-TEAM bargaining unit work for the struck company;

1.2.17 Slandering, libelling or wilfully wronging an officer or fellow member of TEAM;

1.2.18 Using the name of TEAM to solicit funds or advertise without the written consent of the Board Officers;

1.2.19 Furnishing, without prior authority, any membership information, to any person or persons other than those whose official position in TEAM would entitle them to have such information;

1.2.20 Deliberately interfering with an official of TEAM in the discharge of duties; or

1.2.21 Being found to have materially breached the Employer's Respectful Workplace Policy.

Determination of Loss of Good Standing

1.3 Determination of member not in good standing under the provisions of this Bylaw shall be made by motion of the Board pursuant to the following procedure:

1.3.1 Where it is alleged that a member has committed any act or offence under Bylaw 1.2, the Board shall give written notice of the allegation to the member in question. Such notice shall state the nature of the alleged act or offence, and shall provide a date, time and meeting place, when, if the member chooses, he/she may appear in person to respond to the allegations;

1.3.2 Having received proper notice, should the member decline or neglect to appear before the Board, the Board may proceed to consider the matter and pass any resolution as to the member's status in the member's absence;

1.3.3 If the member does appear, the Board shall consider the information presented by the member in question, and any other information or evidence which the Board deems relevant to the matter. Thereafter the Board shall vote upon any resolution as to the member's status which has been duly proposed;

1.3.4 Any member, Officer or Board Member of TEAM against whom any disciplinary action has been taken has the right of appeal set out in section 17.8 of the IFPTE Constitution;

Reinstatement of Good Standing

1.3.5 Any person who, under the provisions of this Bylaw has lost his/her status as a member in good standing of TEAM may, after 6 months, apply to the Board for reinstatement as a member in good standing. The Board may consider any evidence or information it deems relevant.

BYLAW 2 – FISCAL YEAR

2.1 The fiscal year shall be from January 1st to December 31st.

BYLAW 3 – ACCOUNTING

3.1 The Executive Director and the Secretary/Treasurer shall receive and be responsible for all moneys, properties and securities belonging to TEAM, and for the depositing of all monies into TEAM's accounts.

3.2 At the end of each fiscal year or as otherwise specifically required the Executive Director and the Secretary/Treasurer shall present to the Board for approval a review of TEAM's financial statements and records prepared by a qualified professional accountant in accordance with generally accepted accounting principles.

3.3 The Secretary/Treasurer or Executive Director shall present a Financial Report at the General Meeting.

3.4 The Executive Director and the Secretary/Treasurer shall prepare a yearly budget which shall be subject to the approval of the Board. Any expenses, bills or accounts that are outside of the Budget shall be approved by the Board.

3.5 Board Officers, Board Members and the Executive Director, unless they are the payee, shall be the signing officers of TEAM in any financial transaction. All cheques require two authorizing signatures.

3.6 Signing authorities may not sign cheques that would cause a budget line to be exceeded without Board approval.

3.7 Signing authorities may not enter into agreements or contracts that exceed the value of $10,000 without Board approval.

BYLAW 4 – DUTIES AND POWERS OF THE BOARD

4.1 Where TEAM has the power to make appointments to any Board, Commission or other body, the Board shall have the power to make/rescind such appointments by resolution.

4.2 Upon election and after holding their first meeting as a Board, the Board will undertake to carry on to completion all Bylaws, reports and proceedings under consideration by the previous Board.

4.3 Without limiting the generality of the foregoing, the Board may, subject to such conditions as it shall impose, delegate to any committee of Board members and members-at-large any of its responsibilities respecting the examination of any question, the management of any business or the execution of any specific duties.

4.4 Not withstanding Bylaw 4.3 the Board remains accountable for all actions taken on its behalf.

Employment of the Executive Director

4.5 The Board shall hire the Executive Director under the terms and conditions agreed to in an employment contract.

4.6 The hiring procedure for the Executive Director shall be as follows:

4.6.1 The Executive Director position shall be posted internally within the Employer(s) premise. All TEAM members in good standing and TEAM office staff shall be eligible to apply for this position. Board members who apply for the position of Executive Director are deemed to resign as Board members upon doing so pursuant to Article 5.7.3 of the TEAM Constitution;

4.6.2 Should the Board not find a qualified candidate internally; the Board shall have the right to hire an Executive Director external to the Employer(s) premise and the TEAM office.

BYLAW 5 – DUTIES OF THE PRESIDENT

5.1 The President shall:

5.1.1 Be the presiding officer at all membership meetings and Board meetings, and shall be an *ex officio* member of any committee of TEAM;

5.1.2 Perform all other duties as may be assigned to him/her by the Board or the membership;

5.1.3 Have the power to appoint/rescind other committees as he/she deems necessary for conducting the work of TEAM, with concurrence of the Board;

5.1.4 Serve as a signing officer for all cheques issued by TEAM;

5.1.5 Sign Collective Agreements upon ratification of the members;

5.1.6 Subject to Board approval, nominate members to fill vacant Board positions and ensure that all Board Officer positions are filled;

5.1.7 Serve as the principal spokesperson for TEAM;

5.1.8 Support and mentor Board Members whenever feasible;

5.1.9 Recruit and direct volunteers to accomplish any project or activity undertaken by TEAM;

5.1.10 Be the first delegate to and the chair of the TEAM delegation to IFPTE, CLC and MFL conventions;

5.1.11 Shall when chairing meetings always be courteous and fair, but at the same time he/she should be firm in protecting the Board from imposition;

5.1.12 May, over and above release time for Board meetings and negotiations, be released from his/her duties with the Employer for up to 50 days per fiscal year to conduct TEAM business as required;

5.1.13 Take a lead role in any membership communication network activities.

BYLAW 6 – DUTIES OF THE VICE-PRESIDENT

6.1 The Vice-President shall:

6.1.1 Perform the duties of the President when the President is unavailable and if the office of President becomes vacant, the Vice-President shall automatically assume the office, duties, and title of President until the next election;

6.1.2 Perform all such duties as may be assigned to him/her by the President, the Board, or the membership;

6.1.3 Maintain TEAM's Board Policy Book;

6.1.4 Assist and support the President;

6.1.5 Support and mentor Board Members whenever feasible;

6.1.6 Take a lead role in any membership communication network activities;

6.1.7 Serve as a signing officer for cheques issued by TEAM.

BYLAW 7 – DUTIES OF THE SECOND VICE-PRESIDENT

7.1 The Second Vice-President shall:

7.1.1 Perform the duties of the Vice-President when the Vice-President is unavailable and if the office of Vice-President becomes vacant, the Second Vice-President shall automatically assume the office, duties, and title of Vice-President until the next election;

7.1.2 Perform all such duties as may be assigned to him/her by the President, the Board, or the membership;

7.1.3 Assist and support the Vice-President;

7.1.4 Support and mentor Board Members whenever feasible;

7.1.5 Take a lead role in any membership communication network activities;

7.1.6 Serve as a signing officer for cheques issued by TEAM.

BYLAW 8 – DUTIES OF THE SECRETARY/TREASURER

8.1 The Secretary/Treasurer shall;

8.1.1 Maintain the IFPTE and TEAM Corporate Seal;

8.1.2 Notify or cause to be notified all members of the date, place and time of meetings;

8.1.3 Be responsible for maintaining all correspondence and records of the Board and assisting the Executive Director in maintaining the records of TEAM;

8.1.4 Ensure that minutes are prepared, distributed, and stored for all TEAM Board and Business meetings;

8.1.5 Receive letters of resignation from any member of the Board;

8.1.6 Certify for accuracy and completeness an official record of all persons who are members of TEAM showing the date the membership commenced and an alphabetical list of members who are eligible to vote. In an election year such list shall be made at least two weeks prior to the date of the election;

8.1.7 Send out or cause to be sent out membership applications to new employees;

8.1.8 Receive and process member initiated requests for Special General Meetings;

8.1.9 Ensure that the Executive Director maintains an appropriate and safe system for the receipt, deposit, disbursal and withdrawal of all funds of TEAM and to ensure that the Executive Director establishes and maintains appropriate financial records;

8.1.10 Furnish and present the yearly financial statements to the Board and to the membership at the TEAM Annual General Meeting;

8.1.11 Assist the Executive Director in the preparation of TEAM's annual budget;

8.1.12 Ensure that the Executive Director maintains and facilitates all necessary reporting to Revenue Canada and other governmental entities, as appropriate and required;

8.1.13 Serve as a signing officer for cheques issued by TEAM;

8.1.14 Support and mentor Board Members whenever feasible;

8.1.15 Take a lead role in any membership communication network activities;

8.1.16 Perform all such other duties as may be assigned to him/her by the President, the Board, or the membership;

8.1.17 Turn over, at the end of his/her term of office, to his/her successor all properties and assets, funds, books and records belonging to TEAM;

8.1.18 Train his/her successor before leaving office.

BYLAW 9 – DUTIES OF THE PENSION COMMITTEE REPRESENTATIVE

9.1 The Pension Committee Representative shall:

9.1.1 Fairly represent the interests of TEAM and its members in all matters relating to pension issues;

9.1.2 Report annually in writing to the general membership, or more frequently as determined by the Board;

9.1.3 Submit a written report to the Board and Executive Director after each Pension Committee meeting;

9.1.4 Report to the Board in person as requested by the President or the Board;

9.1.5 Chair any TEAM committees that are set up to address pension issues;

9.1.6 Identify to the Board for concurrence a member of TEAM to receive relevant training on pension related matters.

BYLAW 10 – BOARD ELIGIBILITY

10.1 Members in good standing are eligible for election to the Board.

10.2 Notwithstanding 10.1 employees of TEAM are not eligible to hold a Board position.

BYLAW 11 – BOARD MEMBERS AND BOARD MEMBER DUTIES

11.1 In addition to the Board Officers, there shall be two (2) elected Board Members. Where possible, the Board Members shall include at least one (1) representative from each VP group of the Employer(s).

11.2 The Board shall include representatives from as many VP groups of the Employer(s) as possible. Best efforts will be made to ensure that no Vice President group has more than two (2) representatives on the Board.

11.3 The Board Members shall:

11.3.1 Assist in the identification and resolution of issues affecting the members;

11.3.2 Serve on a minimum of one committee;

11.3.3 Maintain communications with the membership;

11.3.4 Take a lead role in any membership communication network activities;

11.3.5 Perform all such duties as may be assigned by the President, the Board, Officers or the membership.

BYLAW 12 – LIMITATION OF LIABILITY AND INDEMNITY

12.1 Limitation of liability: While executing the duties of his/her office in good faith, no Officer, Board Member or committee member of TEAM shall be liable for any loss, damage, misfortune, or for any act, omission, neglect or default of any other Officer, Board Member, committee member, member of TEAM, or employee of TEAM.

12.2 TEAM hereby indemnifies and saves its Board Members and Board Officers and its employees harmless from any personal or financial liability for actions or causes of actions arising directly or indirectly from their conscientious conduct of TEAM affairs, either by act or omission.

BYLAW 13 – ELECTION PROCEDURE

13.1 The Board shall appoint an Election Committee prior to October 1st of each election year. It shall be comprised of at least three (3) members at least one (1) of whom shall not be a Board Officer or Board Member.

13.2 The Committee shall call for nominations no later than October 10th of each election year. Nominations received after November 14th shall not be considered.

13.3 The Committee shall submit the list of eligible candidates to the Secretary on November 15th of each election year.

13.4 Nominations will be received from members provided such nominations bear the signatures of the Nominee and at least ten (10) members-at-large in good standing.

13.5 Board Officers and Board Members shall be elected by a majority vote of eligible members.

13.6 All candidates for election shall be members in good standing.

13.7 Where there is only one candidate for any office, he/she shall be declared elected.

13.8 Notwithstanding Article 5.5 of the Constitution, no person shall run for more than one (1) position elected by the general membership at a time.

13.9 The Committee shall invite all candidates for a contested position to submit a written campaign statement of not more than 100 words. This statement shall not be edited in substance but shall be truncated by the Committee if necessary, to meet the required length. Biographical data and written campaign submissions shall be included in the ballot material.

13.10 TEAM shall not be responsible for election communications other than those provided for in Bylaw 13.9.

13.11 The committee shall facilitate a vote of the membership before December 15th of each election year.

13.12 IFPTE Convention delegates and alternates are elected in accordance with the IFPTE Constitution and shall be elected on a schedule to comply with IFPTE's convention timing requirements. Delegates and alternates other than the President and Vice President shall be elected by the members according to a process established by the Board.

13.13 The Board will determine the number of IFPTE Convention delegates who will be funded to attend any Convention.

BYLAW 14 – VOTING FOR BOARD POSITIONS AND REFERENDA

14.1 Each member in good standing shall have only one vote for each position in an election for the Board, or when voting in a TEAM referendum.

14.2 The proper list of electors to be used in an election shall be the last revised list of members in good standing.

14.3 Notwithstanding that the list has been revised and corrected in accordance with Bylaw 8.1.6**,** any person:

14.3.1 Who is qualified to vote but whose name had been omitted from the list;

14.3.2. Who has registered with the Secretary but whose name has been omitted from the list;

14.3.3 Whose name has been misspelled on the list and who is otherwise entitled to vote;

may make application to the Secretary/Treasurer of TEAM for verification of membership.

14.4 To be counted, all ballots shall be verified against the official list of eligible members.

14.5 A majority of ballots returned by eligible voters shall decide each referendum, except where otherwise expressly required or specified in the Constitution or Bylaws.

BYLAW 15 – COLLECTIVE AGREEMENTS

15.1 At a date deemed appropriate by the Board, the Board shall appoint a Collective Bargaining Committee of up to ten (10) members but not less than four (4), two of whom shall be the Labour Relations Officer and the Executive Director. Where possible the committee shall be broadly representative of the membership, by VP group, job function, wage classification, gender, race and orientation.

15.2 General collective bargaining objectives shall be established by the Bargaining Committee from information, gathered from but not limited to surveys, focus groups, meetings, interviews and problems arising from ambiguous language in the Collective Agreement.

15.3 Specific contract proposals shall be determined by the Bargaining Committee which shall present its recommendations to the Board.

15.4 The Board shall communicate the general nature of the proposals to the membership for feedback and direction.

15.5 The Negotiating Committee shall be chaired by the President and be comprised of the President, the Executive Director or his/her designate and up to three (3) additional committee members approved by the Board with input from the Executive Director or his/her designate.

15.6 The Negotiating Committee shall have the authority to reach a settlement with the Employer(s) subject to ratification by the general membership.

15.7 Prior to the signing of a Collective Agreement, the Board shall call for information meetings to present the negotiated settlement. Voting shall be held following the meeting(s). Ballots will only be mailed to members working outside of Winnipeg and Brandon, and in circumstances such as, but not limited to, short-term illness, long term disability, scheduled vacation.

15.8 Ratification shall be by a simple majority of votes cast.