

**Summary of Discussion
Constitution and By-Laws Committee**

July 29, 2008
National Office
Boardroom
5:45 p.m.

Present: C. Therrien (Chair), C. Lakaski, L. Perrin, A. Picotte,
D, Martin (Secretary)

Apologies: J. Aggrey, P. Rosen, S. Spano.

Guests: M. Mascaro, C. Poirier.

J. Aggrey advised the secretary that he had to leave and asked her to distribute a copy of an e-mail request to legal counsel for advice on By-Law 5.2.

D. Martin advised the Chair of this and the Chair agreed to receive and distribute the copy of the e-mail by J. Aggrey.

It was asked if any response was received by legal counsel. D, Martin responded that she had seen an e-mail from legal counsel asking if the response could be provided for the end of August.

No further discussion is needed on this matter until we receive the legal advice

1. Approval of Agenda

The agenda was amended as follows;

Move item 8 - Nomination of new members as first item and add Approval of Summary – August 8, 2007 as the second item. Renumber remaining agenda items accordingly.

Motion: It was moved by L. Perrin, seconded by A. Picotte, that the agenda be approved as amended. **Motion carried unanimously.**

2) Nomination of new member(s)

Motion: It was moved by A. Picotte, seconded by L. Perrin, that Maria Mascaro be recommended as a new member. **Motion carried unanimously.**

Motion: It was moved by A. Picotte, seconded by C. Lakaski, that Claude Poirier be recommended as a new member. **Motion carried unanimously.**

3) Approval of Summary of Discussion – August 8, 2007

Some editorial corrections were noted.

Motion: It was moved by A. Picotte, seconded by L. Perrin, that the summary of August 8, 2007 be approved, as amended.

In favour = 3, Opposed = 0, Abstention = 1. **Motion carried.**

4) Constitutional corrections

Some errors in regards to references in the constitution on Articles 14 and 18 were discussed due to the renumbering of the Constitution when it was last amended by the membership and By-Law 5.3. It was agreed that these were editorial errors when the cross referencing was done but needed to be corrected.

Motion: It was moved by C. Lakaski, seconded by A. Picotte, that By-Law 5.3 be corrected to delete “Section 3” reference to change it to “Section 9” **Motion carried unanimously.**

Motion: It was moved by L. Perrin, seconded by A. Picotte, that clause 14.4 be corrected to delete “April” and change to “no later than June 1” in accordance with By-Law 3.3. **Motion carried unanimously.**

Motion: It was moved by L. Perrin, seconded by A. Picotte, that the references in clause 18.1 be corrected to read 30.1 and 30.2 and 30.3, for the same reasons mentioned in the preamble above. **Motion carried unanimously.**

5) Reporting relationship between the Association President and the National Executive Committee

The following amendments below were reviewed. Text that is highlighted is new text and other editorials are noted in bold.

6. Powers of the National Executive Committee (NEC)

- 6.1 All powers of the Association shall be vested in the NEC subject to restrictions and conditions specified in **Canadian and provincial laws and this Constitution and By-Laws.**
- 6.2 Govern the Association by establishing objectives, guidelines, policies, and By-laws.
- 6.3 Approve the establishment of Locals and approve stewards where there are no Locals.
- 6.4 Inform the employer which members are the local representatives of the Association.

- 6.5 Officially represent the Association, negotiate collective agreements for members of the Association, and delegate authority as required. **(MOVED FROM 9.1 and 9.2)**
- 6.6 Discipline or expel members in accordance with this Constitution and By-laws.
- 6.7 Approve organizational changes to the National Office to provide membership with cost-effective and efficient quality services.
- 6.8 Appoint a Vice-President to preside at meetings of the Association during a temporary absence of the President.
- 6.9 Fill its vacancies as prescribed by Article 19.
- 6.10 Approve the application for representation made by any professional union or bargaining unit as prescribed by Article 7.
- 6.11 In cases of ambiguity, interpret this Constitution by a simple majority of votes cast by the NEC, and/or refer the matter to legal counsel by a simple majority of votes.
- 6.12 Refer to legal counsel constitutional, by-law, and legal matters, including but not limited to the removal of office, discipline, or expulsion of a NEC member, including the President. All responses to matters referred to legal counsel, as well as communications initiated by legal counsel, shall be conveyed to all NEC members upon receipt.
- 6.13 Ensure that the Constitution, By-Laws, objectives, guidelines and policies of the Association and NEC are carried out. **(MOVED FROM 9.6)**
- 6.14 It is incumbent on every NEC member to avoid actual, perceived, or potential conflict of interests, and to put the interest of the Association ahead of his/her own interest so as to not place his/her own interests in conflict with those of the Association.
 - 6.14.1 A NEC member shall disclose to the NEC any interest that the NEC member has in a contract, transaction, or circumstance, or a proposed contract, transaction, or circumstance, and any change to any such interest, if the NEC member:
 - (a) is a party to the contract, transaction, or circumstance;
 - (b) is a director or officer or an individual acting in a similar capacity of a party to the contract, transaction, or circumstance;
 - (c) has an interest in a party to the contract, transaction, or circumstance; or
 - (d) benefits directly, or will benefit directly, from the contract, transaction, or circumstance;
 - 6.14.2 Where such a conflict of interest exists, the NEC member shall remove herself/himself from the contract, transaction, or circumstance, and not participate in related decisions, and the other NEC members shall make decisions relative to the contract, transaction, or circumstance by a two-thirds majority of votes cast by the NEC.

- 6.14.3 Disclosure shall be in writing to the NEC or request to have it entered in the minutes of the meetings of the NEC.
 - 6.14.4 Disclosure shall be made as soon as the NEC member becomes aware of the contract, transaction, or circumstance, or when the NEC member should have known of the contract, transaction, or circumstance.
 - 6.14.5 Failure to disclose a conflict of interest shall be grounds for discipline in accordance with this Constitution, by-laws, and/or Canadian or provincial law.
- 6.15 It is incumbent upon every member of the NEC to ensure that any improper or unlawful conduct of any NEC member is not concealed or permitted to continue.
- 6.16 It is incumbent upon every member of the NEC to be incorruptible, never accepting or seeking special privilege in the performance of the NEC member's duties or otherwise placing the NEC member under any obligation that may prejudice the proper performance of the NEC member's duties.

9. President's Duties and Authorities

The presidency shall be a full-time paid position. The President shall have the authority to:

- 9.1 Officially represent the Association. **MOVE TO 6.5 (and edit)**
- 9.2 Negotiate collective agreements for members of the Association. **MOVE TO 6.5 (and edit)**
- 9.3 Interpret the Constitution. **EDIT AND MOVE TO 6.11 (new)**
- 9.4 Refer constitutional and legal matters to counsel for review and advice. **EDIT AND MOVE TO 6.12 (new)**
- 9.5 Preside at all meetings of the National Executive Committee (NEC), Local Leadership Council, Presidents' Council and all general meetings of the Association including the Annual General Meeting (AGM) and the Membership Budget Meeting (MBM).
- 9.6 Ensure that the Constitution, By-Laws, objectives, guidelines and policies of the Association and NEC are carried out. **MOVE TO 6.13 (new)**
- 9.7 Call meetings of the Association as required by the Constitution.
- 9.8 Report to the NEC, Local leadership, and membership concerning the affairs of the Association.
- 9.9 Direct the national operations of the Association.
- 9.10 Contract for the services of the Association's management in accordance with this Constitution, by-laws, and Canadian or provincial law.
- 9.11 In accordance with this Constitution, by-laws, Canadian or provincial law, and the **Employment Terms and Conditions**, perform the duties recognized to be within the authority of a presiding officer.

9.12 Delegate authority to the Vice-Presidents, Executive Committee members, or management of the Association, as required.

REFERENCES MADE IN 34 AND B9.2

34. Contractual Obligations

34.1 The Association accepts the contractual obligations and budgetary commitments of the former Social Science Employees Association and the former Canadian Union of Professional and Technical Employees. These shall include lease arrangements and contracts signed with the representatives of employees, management or retired employees.

34.2 Notwithstanding clause 34.1, the Association shall endeavor to negotiate one Collective Agreement for all of its employees.

34.3 The Association accepts for its President the salary and benefit conditions of the former Social Science Employees Association President, but notes that this is to include a salary in the **EX-01** range of the Executive Category in the federal Public Service, and a benefit package not to exceed 20% of salary costs. The salary shall be the minimum of the **EX-01** range. Where such a salary would represent a reduction in salary (calculated as of the first day of the President's term), the President-elect's salary shall be neither reduced nor increased for the **first** year of his/her term, and shall be increased by no more than **3%** in each **subsequent** year of his/her term. Any change to the salary and benefit conditions shall be made as prescribed by clause 33.9.

34.4 The employment terms and conditions between the Association and the President shall be entitled "**Employment Terms and Conditions of the President**".

34.4.1 The Employment Terms and Conditions of the President shall not be negotiable by the President, but pre-determined exclusively by the Association in accordance with this Constitution, by-laws, and Canadian and/or provincial law.

34.4.2 By submitting a nomination form for the position of President, the presidential contender acknowledges, recognizes, and accepts that the Employment Terms and Conditions of the President are not negotiable.

34.4.3 Both the President and Association shall acknowledge receipt of the document entitled "Employment Terms and Conditions of the President" by signing the document before a witness, or respective witnesses if signature is to take place at different moments in time.

34.4.4 The NEC is responsible for managing the Employment Terms and Conditions of the President, but may wish to appoint a member of the NEC to manage such Employment Terms and Conditions of the President.

34.4.5 These “Employment Terms and Conditions of the President” shall come into effect the first day of the beginning of the President’s term of office.

B 9.2 Any member in a meeting may appeal a decision from the Chair. Two-thirds of members present must vote against the Chair’s decision for it to be reversed.

Deleted: except in cases of interpretations of the Constitution made by the Association's President in accordance with Clause 9.3 of the Constitution.

Motion: It was moved by A. Picotte, seconded by L. Perrin, to adopt in principle amendments 6 and 9. **Motion carried unanimously**

6) Personal harassment among National Executive Members or sub-national leadership or regular membership as an offence subject to discipline

This item was tabled.

7) Personal harassment among Executive Members or sub-national leadership or regular membership and Staff as an offence subject to discipline

This item was tabled.

8) Other topics for debate of the sub-national aggregations eg: Pres' Council, LLC, Regional forums

This item was tabled.

9) Time limits for investigative committees and compensation for investigative committee members

It was agreed to invite Jean Ouellette to the next meeting in order to seek his advice on this item.

Therefore this item was tabled.

9) Status of National or Local Executive members subject to reclassification &/or conversion and with respect to Leave &/or Retirement and with respect to Dues and Representation (while on leave) and Respect for Service.

M. Mascaro agreed to draft a By-Law on this issue for the review of the Chair and also it was agreed to ask J. Ouellette for his assistance and support on this matter.

It was further agreed to invite to seek the advice of Jean Ouellette on this item at the next meeting.

10) Definitions

This item was tabled.

11) Next Meeting

It was agreed to hold a meeting in three weeks from today.

12) Adjournment

Motion: It was moved by A. Picotte, seconded by L. Perrin, that the meeting be adjourned at 9:05 p.m. **Motion carried unanimously.**