

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS**  
**ASSOCIATION LIMITED**

**MEMORANDUM OF ASSOCIATION**  
**AND**  
**ARTICLES OF ASSOCIATION**

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**MEMORANDUM OF ASSOCIATION**  
**OF THE**  
**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS**  
**ASSOCIATION LIMITED**

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**SECTION 1 - NAME**

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The name of the Company is "Nova Scotia Construction Labour Relations Association Limited".

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**SECTION 2 - OBJECTS**

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The objects of the Company are:

1. To engage in, participate in, develop and promote labour relations exclusively within the accredited sector of the Construction Industry in the Province of Nova Scotia.
2. To assist, advise and/or act on behalf of the Construction Industry exclusively within the accredited sector in the Province of Nova Scotia, and generally to improve the Construction Industry exclusively within the accredited sector including, but not so as to restrict, the generality of the foregoing:
  - (a) To seek to be and to be the bargaining agent for employers or groups of employers as authorized by each individual employer through its Application for Membership and Bargaining Authorization in respect of all labour relations matters exclusively within the accredited sector of the Construction Industry, and to make any Application for that purpose under any applicable Statute or Governmental Regulation, and to join with any other Association or Organization to accomplish the foregoing;
  - (b) To promote and regulate sound labour relations practices on the part of its members and of trade unions and representatives thereof;
  - (c) To bargain collectively for or on behalf of employers exclusively within the accredited sector of the Construction Industry, as agent as authorized by each individual employer member through its Application for Membership and Bargaining Authorization or representative thereof, including negotiating for, entering into and/or administering and carrying out Collective Agreements, and amendments of the Agreements, and the negotiation and settlement, by Arbitration or otherwise, of disputes arising thereunder, to assist and advise employers in respect to any of the foregoing;

- (d) To initiate and maintain liaison with other industries and employer groups;
- (e) To apply to the appropriate authority established or to be established by law to be accredited, certified or otherwise legally recognized as the collective bargaining representative of employers engaged in the Construction Industry and related industries or any parts of branches thereof, and to join with any other Organization or Association in applying for accreditation;
- (f) To establish policies for the uniform content, administration and interpretation of Collective Agreements;
- (g) To conduct research, compile and distribute statistical and other information, and to take part either itself or in cooperation and jointly with others in considering and making representations with respect to legislation and regulations that may be issued by any duly constituted authority, and to engage technical and professional assistance to enable the Company to take part in representations of submissions at hearings before such authorities;
- (h) To do all such things as may be expedient for the protection and benefit of its members;
- (i) To invest its funds in securities in which Trustees are from time to time authorized by law to invest;
- (j) To do all other things as are incidental or conducive to the attainment of the objects and exercise of the powers of the Company.

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### **SECTION 3 - OFFICE**

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The operations of the Company shall be carried on throughout the Province of Nova Scotia.

The registered office of the Company is at 260 Brownlow Ave., Unit 1, Dartmouth, Nova Scotia.

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### **SECTION 4 - NON-PROFIT ORGANIZATION**

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The Company shall be one which does not contemplate pecuniary gain or profit to the members thereof, nor the distribution of capital assets, gains, profits or dividends to such members, save on winding up.

## SECTION 5 - LIABILITY

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The liability of the members is limited.

## SECTION 6 - WINDING UP

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Every member of the Company undertakes to contribute to the assets of the Company in event of the same being wound up during the time that he is a member or within one (1) year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as is required, not exceeding Five Dollars (\$5.00).

We, the several persons whose names, addresses and occupations are subscribed, desire to be formed into a company in pursuance of this Memorandum of Association.

<b>Name</b>	<b>Address</b>	<b>Occupation</b>
<u>Sydney Eugene Acker</u>	8 Beechwood Terr. <u>Halifax, Nova Scotia</u>	<u>General Manager</u>
<u>Chesley Medford Croft</u>	1725 Bloomingdale Terr <u>Halifax, Nova Scotia</u>	<u>President</u>
<u>Adam Steven Folk</u>	5 Broadholme Lane <u>Halifax, Nova Scotia</u>	<u>Manager</u>
<u>Wilfred Lester Giffin</u>	11 Sherbrook Drive <u>Halifax, Nova Scotia</u>	<u>Engineer</u>
<u>Frederick George Leverman</u>	1 Louise Avenue <u>Dartmouth, Nova Scotia</u>	<u>President</u>

Witness to the above signatures:

Matthew John McPherson of Herring Cove Province of Nova Scotia.

Dated at Halifax, in the Province of Nova Scotia, this Twenty-Eighth day of March, 1972.

**ARTICLES OF ASSOCIATION**  
**OF THE**  
**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS**  
**ASSOCIATION LIMITED**

**ARTICLE 1 - DEFINITION**

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- 1.01        "**Accreditation**" shall have the same meaning as in statutes or regulations dealing with labour relations matters.
- 1.02        "**Bargaining Rights**" means the right and/or obligation of an employer to bargain collectively with a trade union as required by any statute dealing with labour relations matters, or by any Order issued by any statutory tribunal dealing with labour relations matters.
- 1.03        "**Board**" means the Board of Directors of the Company.
- 1.04        "**Certification**" means an Order issued by a statutory tribunal dealing with labour relations matters and established by statute whereby a trade union is appointed or determined to be representative for the purposes of collective bargaining with an employer or a group of employers.
- 1.05        "**Collective Agreement**" means an agreement between a trade union and an employer or a group of employers dealing with wages, hours of work and working conditions of the employees of such employer or employers.
- 1.06        "**Construction Industry**" is defined by the Labour Relations Board Nova Scotia, - Construction Industry Panel's Accreditation Orders L.R.B. No. 392C January 29, 1976 and L.R.B. No. 428C April 5, 1977.
- 1.07        "**Executive**" means the Executive Committee of the Company.
- 1.08        "**Special Resolution**" means a Resolution as defined by s.75 of the Companies Act, R.S.N.S. 1967, Chapter 42.
- 1.08(A)    "**Special Directors Resolution**" means a Resolution, notice of which has been sent via registered mail to all Directors at least seven (7) days before the date of the Directors' meeting at which the Resolution is to be dealt with, and which requires the support of two-thirds (2/3) of all Directors present at the meeting, in person or by proxy, in order to pass.

- 1.09        **"Trade Union"** means a trade union within the meaning of applicable legislation and/or Governmental Regulations.
- 1.10(A)    A **"Member"** is an Employer person, firm or corporation engaged within the accredited sector of the Construction Industry in Nova Scotia as, or on behalf of, employers and/or owners who have complied with the procedures set out in Article 2.03(1).
- 1.10(B)    An **"Associate Member"** is a person, firm or corporation not engaged within the accredited sector of the Construction Industry (as defined in Article 1.06) who has complied with the procedures set out in Article 2.03(2).
- 1.11        **"Trade Classification"**: A grouping, within the company, of members each of whom employs persons belonging to the same unionized trade as set forth on each individual employers Application for Membership and Bargaining Authorization working within the accredited sector of the construction industry. Article 2.04 lists the trade classifications of the company and sets forth the function of these trade classifications and identifies those individual employers who have assigned their bargaining rights with an individual union to the CLRA for the purpose of bargaining collective agreements exclusively within the accredited sector.
- 1.12        In these Articles, where the context permits or requires, the singular includes the plural and the masculine includes the feminine.

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## **ARTICLE 2 - MEMBERSHIP**

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- 2.01(A)    **MEMBERS**  
A member shall be as defined in Article 1.10A above.
- 2.01(B)    **ASSOCIATE MEMBERS**  
Membership in this class shall be limited to those non-construction companies who wish to avail themselves of access to the Company. Fees for such membership shall be set, from time to time, by the Board of Directors. Such members or their representatives may be invited to attend meetings of the Company, and if so invited, may be privileged to participate in discussion and activities of the Company at such meetings; provided, however, that said members have no vote in the conduct of the affairs of the Company and provided, further, that provisions of these Articles of Association shall have no application to such member unless explicitly so stated herein.

- 2.01(B) The rights of Associate Members shall be limited to the right to receive all general membership mailings and standard publications from the Company. Associate Members may attend all general meetings of the Company and may voice their opinions thereat subject to the discretion of the Board of Directors, but shall not have any voting privileges, nor shall they have the right to hold any office with the Company, nor serve on any Committee.
- 2.02 The subscribers to the Memorandum of Association and such other Employers persons, firms and corporations as shall be admitted to membership in accordance with these Articles of Association, shall be members of this Company and shall be entered in the Register of Members accordingly.
- 2.03 Membership shall be open to those Employer persons, firms or corporations engaged within the accredited sector of the Construction Industry in Nova Scotia as or on behalf of Employers and/or owners, and for the purpose of registration, membership of the Company is taken to be unlimited.
- (1) An applicant for membership shall submit an application in writing to the Board of Directors in such form and detail as may be prescribed from time to time by the Board of Directors together with the prescribed One Hundred Dollar (\$100.00) membership fee, and after receipt of the application and fee by the Company, the Applicant shall become a member upon the approval of the Board of Directors.
  - (2) Notwithstanding Section 2.02, a person, firm or corporation not engaged within the accredited sector of the construction industry as defined in Section 1.06 may submit an application in writing to the Board of Directors in such form and detail as may be prescribed from time to time by the Board of Directors together with the prescribed One Hundred Dollar (\$100.00) membership fee and minimum dues, and if accepted by the Board of Directors, the applicant shall become a member or an Associate Member as the case may be, as of the date of receipt of the application. In the event that an Associate Member becomes involved in the accredited sector of the construction industry for which the Company is accredited, such Associate Members, shall notify the Board of Directors within thirty (30) days, and upon receipt of such notice, the status of the Associate Member shall be changed by application to that of a member.
  - (3) Upon notification of membership, the member shall be bound by the Articles.



2.04 **Trade Classification:**

- (1) The purpose of a trade classification is to give its members an opportunity to direct their interests and concerns to a forum and be represented at the Board of Directors level by a member(s) within their own trade. A Trade Classification is a group of members who have assigned their bargaining rights with an individual union to the CLRA for the purpose of bargaining a collective agreement or agreements, within the accredited sector.
- (2) There shall be the Trade Classifications of the Company as identified on the Application for Membership and Bargaining Authorization.
- (3) At the time of making application for membership, the applicant shall supply such information as is required by the Application for Membership and Bargaining Authorization approved by the Board of Directors. When making application for membership, the applicant shall indicate which trade classification or trade classifications it employs unionized employees for, and for which the company will act in collective bargaining on behalf of the applicant as a sole operator/owner, or firm or corporation exclusively within the accredited sector in the construction industry, and the applicant shall upon becoming a member of the Company, be a member of the trade classification or classifications indicated on the Application for Membership and Bargaining Authorization.
- (4) A member may, at any time, submit a supplementary application in writing to the Board of Directors in such form and detail as the Board of Directors shall from time to time prescribe, and upon receipt of the supplementary Application for Membership and Bargaining Authorization and by the Company, the member shall be a member of the Trade Classification or Classifications indicated in the supplementary Application for Membership and Bargaining Authorization.
- (5) Where a member is not seeking to resign from the Company, but is seeking to resign from a trade classification or classifications, the following shall apply. Any members request for resignation shall be subject to the approval of the Board of Directors. Upon the member's request being granted, the member shall be required to submit to the Company a new supplementary or amended Application for Membership and Bargaining Authorization along with a written resignation from the trade or trade classifications in question. Resignation from the Company is set forth in Article 2.11.

2.05 **Geographical Division:**

- (1) There shall be the following Geographical Divisions of the Company:

Cape Breton Island  
Eastern Counties  
South Shore/Valley/Western  
Halifax County

- (2) The Board of Directors shall, from time to time, allocate and re-allocate each member to the Geographical Division in which it maintains its principal, permanent place of business.

2.06 **Voting Member:**

- (1) Membership shall vest in the Employer person, firm, or corporation, as the case may be.
- (2) A member in good standing shall be entitled to nominate one (1) person from the firm, partnership or corporation who shall be entitled to vote on any motion at any meeting of the Company on behalf of the member.
- (3) A member in good standing shall mean a member who is not in default in payment of dues, fees or assessments levied in accordance with these Articles, and who is not under suspension.
- (4) A member in good standing shall be entitled to vote by proxy under the following circumstances.
- (a) General Meetings - At a General Meeting of the Company when a special resolution is being considered a proxy vote shall be accepted, provided that the party exercising the proxy vote has a letter in writing, under the member company's letterhead, and signed by an authorized representative of the member company, authorizing the bearer of the letter to vote on the special resolution on behalf of the member company. A copy of this letter must be lodged with the President of the Company or his designate at the Company's address not later than twenty-four (24) hours before the opening of the General Meeting.

## 2.07 **Duties and Obligations of a Member:**

Each member shall be subject to all the duties and obligations which are set forth in the Memorandum of Association and these Articles of Association, and without limiting the generality of the foregoing, to the following duties, obligations, covenants and agreements:

- (A) To assign and, if required by the Board of Directors, again to assign, and by its Application for Membership and Bargaining Authorization and the continuance of its membership to be deemed to have assigned to the Company during its continuation of membership, its rights to bargain collectively only with trade unions identified by the individual contractor through its Application for Membership and Bargaining Authorization, and exclusively within the accredited sector of the construction industry.
- (B) That, during its continuation of membership, it does exclusively authorize the Company, and does appoint the company as its exclusive limited agent:
  - (1) On the members' behalf, to bargain, within accreditation collectively as specifically itemized in the members duly completed Application for Membership and Bargaining Authorization and to enter into Collective Agreements or other similar undertakings or contracts on such terms as the Company considers proper, and to amend, vary, modify, cancel or terminate the same.
- (C) During their respective terms, to be bound by and to observe all applicable Collective Agreements as identified in the individual member contractors Application for Membership and Bargaining Authorization and similar undertakings and contracts and all rules and regulations governing working conditions of whatever nature entered into, arranged, accepted, set up or approved by the Company.
- (D) To abide by and observe all policy directives of the Board, published and distributed to the members as such, concerning matters relating to labour relations.
- (E) Not to negotiate or enter into a Collective Agreement or similar undertaking or contract, the term of which covers the whole or any part of the term of a Collective Agreement or similar undertakings of contract previously entered into by the Company on behalf of, or binding upon such member, or to amend, vary, modify in any way or to cancel or terminate the same.
- (F) To be bound to pay the dues, fees and assessments levied in accordance with the provisions of these Articles, whether under suspension or not.

- 2.08 (1) These Articles shall bind the Company and its members to the same extent as if they had been signed, sealed and delivered by the Company and by each of its members inter se, containing covenants on the part of the Company, and each of its members to observe and perform all the provisions of these Articles.
- (2) The member agrees that it shall be deemed to have covenanted jointly and severally with the Company and each of its membership, whether expelled, under suspension or not, to perform and be bound by each and every of the duties, obligations, covenants and Agreements set forth in sub-paragraph 2.07 (A), (B), (C), (D) and (E) of Section 2.07 of Article 2, and after the termination of such period of membership to be bound by and to observe each and every of the duties, obligations, covenants and Agreements set forth in sub-paragraph (C) and (E) of Section 2.07 of Article 2, and that damages are an inadequate remedy for breach thereof, and that the Company, in addition, shall be entitled to injunctive relief as of right.
- 2.09 The provisions of Section 2.07 and 2.08 above shall apply to a member only with respect to those employees exclusively within the accredited sector of the construction industry who are subject to collective bargaining.

**Discipline of Members:**

- 2.10 (1) The Board of Directors may expel, suspend or otherwise discipline any member of the Company, including the suspension of the right to attend meetings and to vote on any matter where dues or assessments remain unpaid in whole or in part for a period exceeding ninety (90) calendar days after the date prescribed for payment.
- (2) The Board of Directors may fine or otherwise discipline (but may not suspend or expel) any member of the Company where, in the opinion of the Board:
- (a) The member has refused or deliberately failed to comply with any provision of the Articles of Association, or any lawful direction or requirement of the Company; or
  - (b) The member has conducted himself in a manner which is inimical to the interest of the industry, the Company or its members; or

2.10 (2) (c) The member has conducted negotiations with a trade union, or has purported to enter into a Collective Agreement or settlement of a Collective Agreement dispute, or entered into an arrangement with a trade union contrary to any of the provisions of any law or contrary to any negotiations or Agreement entered into pursuant to any Accreditation Order which Collective Agreement has been authorized or approved by the Board of Directors, or where any member has done anything with respect to a trade union contrary to any resolution passed by the Board of Directors, or where any member has done anything detracting from or weakening any authority obtained by the Company on accreditation, or has done anything likely to delay, impede or destroy any rights gained through accreditation of the Company respecting any trade union, or anything done pursuant thereto, or any right to apply for or obtain accreditation, or has failed to comply with any directive issued by the Company respecting any dealings of the Company with labour.

(3) **Procedure of Complaints:**

- (a) A complainant shall submit in writing a formal complaint to the Director of the appropriate Trade Classification. A copy of the complaint, in writing, shall be forwarded to the President of the Company specifying the name of the member company or companies so charged with an alleged infraction of the Company's "Memorandum and Articles of Association". The complaint shall contain such details of the alleged infraction as are available to the complainant.
- (b) A Trade Classification meeting shall then be called by the Director of the Trade Classification and the complainant's written complaint(s) shall be discussed. On completion of discussion, a vote shall be taken on a motion to submit the complaint to the Board of Directors for their consideration. A majority of not less than two-thirds (2/3) of the members present of the Trade Classification shall be required to pass the motion.
- (c) The Board of Directors shall, on receipt of the complaint from the Director of the Classification involved, discuss the complaint and vote on whether to accept it. If the complaint is accepted, it will be submitted to a Panel that will be set up by the Board of Directors.

- 2.10 (3) (d) The President or his designate shall give written notice to the member company or companies of the complaint not more than ten (10) calendar days after the Board of Directors meeting. The President's responsibility will be to gather pertinent information relating to the complaint, to enable him to present the Company's case. He shall be assisted as much as possible by the Director(s) of the Trade Classification(s), the complainant and any other interested party.
- (e) The member company or companies, against whom the written complaint(s) has been stated, shall have the right to defend its actions by way of a solicitor, or as it may see fit. The member company shall bear its own costs.

**PANEL**

**Purpose:** .....To render a fair and just decision after hearing evidence from the relevant parties.

**Composition:** .....1) Chairman - Chairman of the Board or his Designate

2) Two (2) Directors who are chosen by the Board of Directors and they will be neither Executive members nor signatory to the Trade Classification involved.

**Voting:**.....Each member shall have one (1) vote and the Chairman will only vote in order to break a tie.

**Mandate:**.....To hear evidence from the relevant parties, within sixty (60) calendar days of the complaint(s). On conclusion of the evidence and submissions, the Panel shall deliver a written account of its findings.

If the member company or companies fail to appear before the Panel at the time and date specified, the Panel shall deal with the complaint(s) in the absence of such member(s). The parties shall be advised of the panel's findings in writing.

2.10 (3) (e)

**PANEL**

The Panel shall decide whether a penalty should be imposed and in the event a penalty is imposed it may be one or both of the following:

1. A Registered Letter shall be sent from the Panel stating their decision, and addressing the issues raised at the hearing.
2. The Panel may impose a fine which will not exceed Five Hundred Dollars. \$500.00.

**Appeal:** Either party to the hearing shall have the right of appeal from the Panel's decision. The right of appeal shall be available to the appellant for thirty (30) days after the date of the Panel's decision. Notice of appeal from the appellant shall be served on the Company within this thirty (30) day period at their registered address setting forth reasons for the appeal. The appeal will be held within thirty (30) days of receipt and such notice shall be heard by a quorum of the Board of Directors. The Board's decision shall be delivered on the same day that the appeal is heard and shall be binding.

2.10 (4) Subject to the Board having complied fully with the requirements of Section 2.10 (3) (a) - (e) above, the decision of the Board shall be final and binding.

(5) Every member who resigns or is expelled from membership shall, upon the written request of a duly authorized officer of the Company, return to the Company all documents and property of the Company which he may have in his custody or control.

(6) An expelled member shall have the right to re-apply for membership at any time providing all arrears of dues are paid.

2.11 **Resignation:**

(1) Any member in good standing shall have the right to resign from the Company and shall be deemed to have resigned thirty (30) days after the date of receipt by the Company of a written notice of resignation, subject as hereinafter provided.

- 2.11 (2) Unless permission is granted at the discretion of the Board of Directors, a member shall not be entitled to resign during any period commencing two (2) weeks after the date of receipt from any union, with which the member is bound by law to bargain collectively, of notification to commence collective bargaining, or two (2) weeks after the date upon which the Company has given notice to such a union to commence collective bargaining and terminating on the date the Collective Agreement in question has been executed by the Company and such union, or in the case of collective bargaining with more than one such union, terminating on the date of execution of the last of such Collective Agreements.
- (3) Notwithstanding paragraph (2) of this sub-section (2.11), a member in good standing shall have the right to resign from the Company and shall be deemed to have resigned twelve (12) months after the date of receipt by the Company of a written notice of resignation.

2.12 **Responsibility for Dues, Assessments, Expenses, etc.:**

- 1(a) All dues and assessments required to be paid by a member and expenses assessed against a member shall constitute a debt due and owing by the member to the Company and shall be recoverable as such.
- (b) In the event that a former member of the Company wishes to rejoin, the former member shall settle in full any and all debts arising out of its previous membership with the Company before being accepted on application as a member of the Company.
- (2) All outstanding dues, assessments and expenses payable by a member under these Articles shall continue and remain as a debt due and owing to the Company and recoverable as such, notwithstanding the resignation, suspension or expulsion of such member from the Company.



**ARTICLE 3 - BOARD OF DIRECTORS**

---

**3.01 Members of the Board of Directors:**

The Board shall consist of the following:

- (a) **Trade Directors** – One (1) person elected from each of the following Trade Classifications as set forth in Article 2.04.

Boilermakers

Bricklayers

Carpenters

Cement Finishers:

Includes 1) Plasterers

Drywall Tapers:

Includes 1) Resilient Floor

2) Painter

Electricians

Elevator Constructors

Glazier-Painter

Glazier-Teamster

Insulators

Ironworkers Miscellaneous

Ironworkers Rebar

Ironworkers Structural

Labourers

Mechanical

Includes 1) Pneumatic Control Systems

Millwright

Non-Destructive Testing

Operating Engineers

Roofers

Sheet Metal

Sprinkler

Tile Setters

- (b) **Regional Directors** - one (1) person elected from the Geographical Divisions of the following: 1) Eastern Counties  
2) South Shore/Western/Valley
- two (2) persons elected from the Geographical area of the following: Cape Breton Island

Where there are no members nominated or available for such Regional Director positions, the Board of Directors shall appoint a member or members of the Company to fill any Regional Director vacancy.

- 3.01 (c) **Directors at Large** - such further Directors not exceeding twelve (12) in

number and having such responsibilities as shall be determined from time to time by the Board of Directors, to be elected by all members of the Company.

**3.02 Term of Office of Directors:**

Directors shall be elected at the Annual Meeting and shall hold Office until the second (2<sup>nd</sup>) Annual Meeting after which they are elected. Approximately one-half (1/2) of the Directors shall be elected in each year, as the Board shall decide.

**3.03 Election of Directors:**

- (a) Each member which has in the previous year employed employees in a Trade Classification of which it is a member shall be entitled to vote for the Director representing that Trade Classification.
- (b) Each member which has been allocated to a Geographical Division which is represented as such on the Board shall be entitled to vote for the Director representing that Geographical Division.
- (c) Every member of the Company shall be entitled to vote for the Directors At Large.
- (d) Directors representing Trade Groups or Geographical Divisions shall be nominated and elected only by members of that Trade Groups or Geographical Division.
- (e) In the event of the election of a Director resulting in a tie vote, the Chairman of the Board shall cast the deciding vote.
- (f) A Director shall be deemed to have vacated office:
  - (1) If he or the member of which he is the representative or employee becomes bankrupt or makes an assignment for the Benefit of creditors, or is suspended or expelled from membership.
  - (2) If he ceases to be a representative or employee of a member.
  - (3) If, by notice in writing to the Company, he resigns Office.

- 3.03 (f) (4) If, the Director refuses or fails to provide a notice in writing to the company of his resignation and has failed to attend meetings of the company, or has indicated that he does not intend to continue his responsibilities as Director then he shall be deemed to have vacated office within thirty (30) days after a notice is delivered to him from the Chairman or Chairman's nominee requesting confirmation of his resignation and to which no response in writing is received by the company.
- (g) If for any reason a vacancy shall occur on the Board of Directors, the Board shall forthwith call a meeting of the members of the Trade Group or Geographic Division in respect of which the vacancy exists for the purpose of electing a Director to hold office for the balance of the term. In the discretion of the Board, this election may be held by mail or otherwise. If there is only one member of a Trade Grouping or Geographic Division, that member or its nominee shall be the Director with respect to that Trade Groups or Geographic Division.
- (h) If there is no Director nominated or elected by a Trade Group the Board of Directors may by way of a Special Director's Resolution delegate the responsibilities of the Trade Groups to a Director of the Board or a member of the Trade Group.
- (i) Any Director may be removed by Special Resolution of the members of the Company.

3.04 **Directors Meetings**

At a Director's Meeting, when a Special Directors Resolution is being considered, a proxy vote shall be accepted, provided that the party exercising the proxy vote has a letter in writing, under the member company letterhead, and signed by the Director from the member company, authorizing the bearer of the letter to vote on the Special Director's Resolution on behalf of the Director. A copy of this letter must be lodged with the President of the Company or his designate, at the Company's address, not later than twenty-four (24) hours before the opening of the Director's meeting.

3.05 **Function of the Board:**

- (1) The Board shall, subject to these Articles, have all powers to act on behalf of its members.
- (2) The Board shall have power:
- (a) To elect the Executive.
- (b) To decide on matters of policy affecting the Company.

- 3.05 (2) (c) To decide upon appeals by members of the Company against monetary penalties, expulsion or suspension of such members by the Executive and to allow or dismiss such appeal and to confirm or vary the decision of the Executive.
- (d) To delegate, consistent with these Articles, any of its powers to the Executive or to any particular office or officer or employee of the Company; and to revoke or vary the terms of any such delegation, except that the power to hear appeals cannot be delegated.
- (e) To ratify, review, reverse, alter or countermand the acts and decisions of the Executive.
- (f) To appoint Committees for such purposes as the Board may determine.
- (g) To do all things that the Company may do under these Articles and do all things necessary or desirable to fulfill the objects of the Company.
- (h) To open such bank account or accounts in such place or places as may from time to time be designated by the Board.
- (i) To fix dues, fees and other assessments.
- (j) To grant special honorariums to any person or member in recognition of special service to the Company.
- (k) To approve for membership such persons, firms or corporations as may apply pursuant to sub-section (2) of section 2.03.
- (l) To exempt any member from any of the requirements of Section 2.07 for any reason deemed good and sufficient by the Board.
- (3) No member of the Board shall receive any remuneration but shall be entitled to be reimbursed for reasonable expenses incurred in connection with the business of the Company.

3.06 **Meetings of the Board:**

- (1) The first meeting of each Board shall be called by the Chairman of the previous Board, and at each first meeting of each Board of Directors, a Chairman shall be elected. The Chairman shall be also Chairman of the Company, and shall continue as such Chairman until his successor is elected.
- 3.06 (2) Meetings of the Board may be called at any time by the Chairman by sending to the members of the Board a notice in writing as to the time and place of the

meeting, mailed at least two (2) clear days prior to the date of the meeting. An emergency meeting may be called on shorter notice by telephone or otherwise, provided a quorum is present and approves the calling of the meeting on such short notice.

- (3) A meeting of the Board can be demanded at any time in writing by twenty-five percent (25%) of the Board, and upon such notice being delivered to the Chairman or the Secretary, the Chairman shall forthwith call a meeting in the manner prescribed by these Articles. Provided that if the Chairman fails or refuses to do so, any Director may call such meeting, and upon a quorum attending, such meeting of the Board shall have full authority to act in any matter before it.
- (4) The Board shall not be entitled to carry on business at a meeting unless a quorum of eight (8) Directors are in attendance. In the event that a quorum is not in attendance, the meeting shall be adjourned to the same time and place one (1) week hence, and written notice of the adjournment shall be mailed to all members of the Board, and upon the adjourned meeting being convened, it shall be entitled to carry on business, notwithstanding that a quorum is not present.
- (5) At all meetings of the Board, each Director shall be entitled to one (1) vote on any resolution or proposal submitted to the meeting, and all voting shall be by show of hands, unless a secret ballot is demanded by not less than five (5) Directors, in which event ballots shall be prepared at the meeting and distributed, one (1) to each Director, and the ballots shall be forthwith marked and collected and the result announced by the Chairman.
- (6) In the event of a tie vote, either by show of hands or secret ballot, the Chairman shall be entitled to a casting vote.
- (7) At the first meeting of each Board, the Officers shall be elected and be the Executive, and the Chairman of the Board shall be a member of the Executive without election and shall be Chairman of the Executive.
- (8) At all meetings of the Board, a Secretary appointed or elected by the Board shall attend and take minutes thereof, and in the event that the Secretary has not been appointed or is absent, the Board shall elect a temporary Secretary for each such meeting. The minutes of each meeting of the Board shall be transcribed and copies thereof shall be mailed to each member of the Board prior to the next regular meeting of the Board.

- 3.06 (9) The Board shall have authority, not only respecting all matters specifically given to it by these Articles, but also in any matter where no specific authority has been allotted, and in any matter permitted by the Objects of the Company, or the Articles.
- (10) The Board shall have authority to set the fiscal year for the Company and may alter it from time to time by a resolution of the Directors, and may set the end of the fiscal year at a time prior to or after the date for calling the annual election of Directors.

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#### **ARTICLE 4 - GENERAL MEETING OF COMPANY**

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- 4.01 (1) The Board shall call an Annual General Meeting of the membership on a date to be set by the Board in each calendar year, and not more than fifteen (15) months after the holding of the last Annual General Meeting. The meeting shall be held at such place and at such time as shall be determined by the Board and shall receive reports of Officers and Committees, shall receive the reports of the Auditor, and shall appoint the Auditor for the following year, and shall conduct such other general or special business as the Board may place on the agenda. Notice of the Annual General Meeting shall be mailed to each member at least thirty (30) days prior to the date of the meeting.
- (2) General Meetings shall be held at such times and places as the Board of Directors may determine, and notices of such meetings shall be given to the members at least thirty (30) days in advance of such meetings. Notice will be deemed sufficient and effective if sent by ordinary mail to the address of the member as indicated on the Application for Membership, or by later notice of change of address.
- (3) Special General Meetings of the Company shall be held upon the request of the majority of the members of the Board, or of twenty-five (25) members of the Company. Such notice of each Special General Meeting shall be sent to each member as outlined in 4.01(2) at least fifteen (15) days prior to the date thereof, and such notice shall state the object of the meeting and the subjects to be considered.
- (4) At all General or Special General Meetings of the Company, ten (10) members shall constitute a quorum, except for the formation meetings.
- (5) Any person entitled to be present at any General Meeting may submit any resolution to such meeting.
- (6) Voting on all matters presented to a General Meeting shall be by show of hands, unless a secret ballot is demanded by a majority of the members present.

- 4.01 (7) In case of a tie vote, the Chairman shall have a casting vote.
- (8) Claims of non-receipt of notice of General or Special General Meetings by any member or members shall not invalidate the proceedings of such a meeting.

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## ARTICLE 5 - EXECUTIVE

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5.01 There shall be an Executive composed of the Officers of the Company as set forth in Article 6.

5.02 **Functions of Executive:**

- (1) The Executive shall be responsible for the administrative duties of the Company and the Board and shall perform such specific functions as are provided for in these Articles or as may be delegated from time to time by the Board.
- (2) The Executive shall make submissions to the Board on matters requiring policy decisions and other matters of concern to the Company.
- (3) The Executive shall make interim decisions on questions of policy in respect of matters in connection with which no policy decision has been made by the Board, provided that such interim decisions shall be reported to the next meeting of the Board and shall not remain effective unless approved by the Board.
- (4) The Executive shall be entitled to employ a President who shall be the senior employee and/or other employees, who shall perform such duties and have such powers as the Executive shall designate. The President shall be an officer of the Company and a member of the Executive.
- (5) The Executive shall have authority to discipline all paid employees, including the right to suspend or discharge; but upon a President being employed, the President shall be responsible to the Executive and to the Board, and shall be responsible for and have the authority to manage and deal with all employees who are subject to this management, and the Executive shall deal only with the President respecting all such employees and shall not interfere directly with the employees under the President.

## ARTICLE 6 - OFFICERS AND POWERS

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6.01 The first Board shall at its first meeting and subsequent Boards shall at each annual meeting of the Board thereafter, elect from its members the Chairman, Vice-Chairman, Secretary and Treasurer, and such others as the Board may from time to time decide.

(1) **The Chairman:**

- (a) The Chairman of the Board of Directors, as the Chief Executive Officer of the Company, shall preside over and preserve order over all General Meetings of the Company and of the Board of Directors and of the Executive Committee of the Board of Directors. The Chairman shall vote at such meetings only when votes are evenly divided and when he shall cast the deciding vote. In absence of the Chairman, or in the event of his inability to act, the scheme detailed in sub-paragraph (f) of this Article 6 shall apply.
- (b) The Chairman shall call all General and Special Meetings of the Company at his own initiative. He shall be an ex-officio member of all Trade Classifications and Groups and Geographic Division and Committees of the Company and where any Trade Group Director has failed to act or refuses to act, the Chairman or his nominee shall have the power to call a meeting of such Trade Group to rectify the situation.
- (c) The Chairman, as head of the Company, sees to it that decisions made by the Board of Directors are carried out and attends to any business of the Company.
- (d) The Chairman and/or Vice-Chairmen shall have the power to sign all negotiated contracts.
- (e) The Chairman of the Board shall have the authority to delegate such duties or responsibilities to the Vice-Chairmen as he deems necessary.
- (f) In the absence of the Chairman, or in the event of his inability to act, the First Vice-Chairman shall assume the Chairman's responsibilities, and shall have the powers normally vested in the Chairman and shall perform such duties as would normally be required of the Chairman. In the event the Vice-Chairman is unable to assume the Chairman's responsibilities as set forth herein, the Vice-Chairman Administration and after him the Vice-Chairman Liaison shall assume the Chairman's responsibilities and shall have the powers normally vested in the Chairman and shall perform such duties as would normally be required of the Chairman.



6.01 (1) **Chairman's Duties:**

The Chairman is referred to as Mr. Chairman and he refers to himself as "the Chair". His duties generally are:

1. To open the session at the time at which the assembly is to meet, by taking the Chair and calling the members to order.
2. To announce the business before the assembly in the order in which it is to be acted upon and announce the agenda.
3. To recognize members entitled to the floor.
4. To state and to put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the results of the vote.
5. To protect the assembly from the annoyance of evidently frivolous or dilatory motions by refusing to recognize them.
6. To assist in the expediting of business in every way compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if he thinks it advisable.
7. To restrain the members when engaged in debate, within the rules of order.
8. To enforce on all occasions the observance of order and decorum among members, deciding all questions of order (subject to an appeal to the assembly by any two (2) members) unless when in doubt he prefers to submit the question for the decision of the assembly.
9. To inform the assembly, when necessary, or when referred to for the purpose, on a point of order or practice pertinent to pending business.
10. To authenticate, by his signature, when necessary, all the acts, orders, and proceedings of the assembly declaring its will and in all things of being its commands.

6.01 (2) **First Vice-Chairman:**

The position of First Vice-Chairman shall normally alternate yearly between Mainland Nova Scotia and Cape Breton. The First Vice-Chairman shall represent his specific geographic area and shall put forward to the Board of Directors the specific interests of that area. The First Vice-Chairman shall bring to the attention of the Chairman, all matters relating to that geographic area that he represents.

(3) **Vice-Chairman - Negotiations:**

This position shall normally alternate between the Mainland of Nova Scotia and Cape Breton and shall be directly concerned with negotiation strategy. The Vice-Chairman - Negotiations shall be an ex-officio member of all negotiating committees and bargaining teams. He shall have the authority to direct that certain Board policies be followed in all negotiating committees. He shall recommend to the Board of Directors specific policy and procedure with respect to all negotiating committees or specific negotiating committees. His primary function shall be to carry out the policy as established by the Board of Directors throughout all Company negotiations.

(4) **Vice-Chairman - Administration**

The Vice-Chairman - Administration shall be responsible for the establishment of administrative procedures and administrative concerns of the Company. He shall receive reports from the Treasurer and the Secretary. He shall from time to time recommend to the Board of Directors new policy and procedures with respect to administration. In addition, he may consider any and all legislation that influence or encumber the proper operation of the Company.

(5) **Vice-Chairman - Liaison:**

The Vice-Chairman - Liaison shall be responsible for the promotion of the Company and its membership. This includes the approval of statements prior to release to the media. The Vice-Chairman - Liaison may be required to set up meetings between the Company and other Labour Relations Organizations, or other groups.

(6) **The Secretary:**

Shall be appointed by the Board from time to time and shall keep and maintain in good order, a proper record of the proceedings of every meeting of the Company, and of the Board and the Executive, and of such other meetings of groups and committees as may be directed. The Secretary shall perform such other duties as may from time to time be required or assigned by the Board or Executive. He shall report to the Vice-Chairman Administration.

6.01 (7) **The Treasurer:**

- (a) Shall be appointed by the Board from time to time and shall arrange for the proper collection, safekeeping, banking and disbursement of the funds of the Company, and for this purpose, shall keep and maintain in good order, books of accounts in which shall be recorded all financial transactions, and shall make a full report of such funds and accounts to the Vice- Chairman Administration; to the Board of Directors; and
- (b) Shall turn over to his successor, upon the expiry of or upon the relinquishment or termination of his term of office, all funds, accounts, books, receipt records and other documents or property of the Company which he may have in his custody or control; and
- (c) Shall perform such other duties as may be required or assigned from time to time by the Vice-Chairman Administration.

**(8) The President:**

A full-time salaried position, the President, as the Chief Executive Officer is appointed by the Board of Directors of the Company on the recommendation of the Chairman and Executive Committee of the Board and he serves at the pleasure of the Board.

The President shall be responsible for the day to day administration and affairs of the Company, acting as the Company's principal spokesman on all industry related issues and for which purpose he maintains regular communication with members of the government, regulatory authority, other industry related associations and representatives of the media and the public at large.

Policy direction shall be given to the President by the Board of Directors and he is expected to exercise his responsibilities with broad discretion and initiative. He shall participate directly in negotiations as appropriate in the circumstances subject to the policies and directives which may be laid down by the Executive and Board of Directors.

The day to day administration of the Company is the President's immediate responsibility and for which he may employ staff and engage whatever services and facilities he feels necessary to meet the administrative requirements of the Company, provided there is adherence at all times to budgetary disciplines and other policy directions which may be laid down from time to time by the Board of Directors in respect of the administration of the Company.

The President shall serve as a member of the Executive Committee of the Board.

The President shall adhere to the Memorandum and Articles of Association and he shall enforce said Memorandum and Articles of Association with regard to members under the direction of the Executive and Board of Directors.

- 6.02 Where there is an overlap or conflict between the duties and responsibilities of the First Vice-Chairman, Vice-Chairman - Negotiations, Administration, Liaison, Secretary, Treasurer and President, such overlap and/or conflict shall be referred to the Executive Committee who shall, within their discretion, assign definite areas of responsibility as they, in their discretion, deem appropriate.

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#### **ARTICLE 7 - FEES, ASSESSMENTS, PROPERTY, ETC.**

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- 7.01 (1) Membership Dues shall be fixed on such basis as the Board shall decide.
- (2) The Board may, from time to time, levy such dues, fees and assessments as it shall determine, based upon a lump sum for a stated period, a formula of a cent or cents per man hour worked by specific employees of members, or upon some other formula or formulae.
- (3) Each member shall annually provide the Board, when the Board so requires, with a statement prepared by the member's auditor at the regular audit date for the member firm concerned, advising the productive labour hours worked in the preceding year of that member firm. In the event that a member fails to provide such a statement, the expense of any such auditor, or by such other persons as the member and the Chairman shall agree upon, or as directed by the Chairman should no agreement be reached, shall be paid for by the member. Except when circumstances otherwise require, the information in such statement shall be confidential.
- (4) Special assessments may be levied at any time by the Board.
- (5) The funds of the Company shall be expended by the Executive as directed by the Board for the operation of the Company including remuneration of employees and expenses of the Officers and Directors in conformity with the authorities and responsibilities assigned to the Executive.
- (6) For the purpose of carrying out its objects, the Company in General Meeting may, by the passing of a special resolution, borrow, raise or secure money in such manner as it sees fit, and in particular by the issues of debentures.

- 7.01 (7) The Company may acquire and take by purchase, donation, devise or otherwise, all kinds of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve and develop the same, and may erect and maintain any necessary buildings.

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#### **ARTICLE 8 - ELECTIONS AT GENERAL MEETINGS**

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- 8.01 At the time of giving notice of the Annual General Meeting, the Secretary shall indicate the Trade Groups and Geographical Division, the terms of office of whose Directors are expiring, and shall call for nominations for Directors.
- 8.02 Nominations for Directors' positions shall be open for thirty (30) days but shall close, in any event, ten (10) days before the day of the Annual General Meeting.
- 8.03 At the General Meeting, the Secretary shall provide ballots to each member of each Trade Groups and Geographic Division whose Directors are to be elected at that meeting, and shall require the ballots to be marked and returned to the Secretary who shall make certain that no member not qualified to vote has marked a ballot, and shall, upon receiving back the marked ballots, proceed to count the same and announce the results.

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#### **ARTICLE 9 - TRADE COMMITTEES**

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9.01 **Composition:**

Where feasible, each Trade Group shall have a Trade Committee, the Chairman of which shall be the member of the Board elected by such Trade Group, and the members of such committees shall be those appointed by the Chairman of the Committee after consultation with such members of the Trade Classification as he deems appropriate as being representative of a cross-section of the Trade Classification.

9.02 **Functions:**

- (1) Each Trade Committee shall be charged with the responsibility of making submissions to the Board relating to matters which are of special concern and application to that Trade Group.
- (2) The Trade Committee shall be charged with the responsibility of making recommendations to the Board as to the terms of such Trade Collective Agreements to be negotiated, including industry funds to be contained in Collective Agreements, variations in terms between geographical areas and all other matters pertaining to negotiation of such Trade Collective Agreement(s) that may be required to enable the Board to formulate guidelines, rules and regulations respecting the negotiation of any Collective Agreement.

The Trade Committee may make recommendations to the Board as to terms of any Collective Agreements negotiated and/or to be negotiated.

- 9.02 (3) It shall be a function of each Trade Committee to ensure that full discussion and consideration is engendered within the membership of its Trade Group relating to Collective Agreements negotiated and/or to be negotiated by the Company with respect to its Trade Group.
- (4) It shall be a function of each Trade Committee to advise all members of its Trade Classification of the date upon which a Collective Agreement was executed and that from such date, all members of the Trade Classification are bound by the provisions of such Collective Agreement.

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## ARTICLE 10 - NEGOTIATIONS AND COLLECTIVE AGREEMENTS

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- 10.01 The company shall be restricted to sign agreements within the accredited sector. Agreements signed by the Company are binding on and behalf of those members who have assigned their bargaining rights as indicated on the individual members' Application for Membership and Bargaining Authorization. The company shall incorporate into each and every agreement a list of member contractors who are party to the Collective Agreement by way of their Application for Membership and Bargaining Authorization.
- 10.02 Any commitment made by the company to a union by way of a Collective Agreement outside of the Accredited area where agency has not been granted by the individual member to the company shall not be enforceable against the individual member.
- 10.03 Where a member has been granted exemption from the assignment of bargaining rights with respect to any portion of its employees, such member shall, with respect to such employees, be exempt from the provisions of this Article.
- 10.04 (A) **Negotiating Committee:**

For the purpose of conducting labour negotiations under this Article, the Trade Committee shall, in consultation with the Board, be entitled to appoint a Negotiating Committee consisting of such persons as may be decided from time to time. The Board may at any time replace or dismiss any member of a Negotiating Committee, or decrease or enlarge its size provided, however, that there shall be at least one (1) member engaged directly in that trade. Notwithstanding the provisions of Article 10.04 and subject to a Special Directors Resolution the Board shall be entitled to instruct a negotiating committee to meet and negotiate on such terms and conditions as set by the Board.

10.04 (B) **Guidelines, etc.:**

The Board may, with regard to any negotiations conducted hereunder, establish guidelines respecting any clauses which must be included in any Agreement or specifying clauses which must not be included in any agreement and may, for this purpose, establish uniform clauses to be used in all or any negotiations within the Province of Nova Scotia and may stipulate any variations between different Agreements, if any, negotiated relative to regional wage rates, fringe benefits and other monetary matters, and upon issuing such directives, any member notified thereof shall be obligated to adhere to the same and not vary the same without the written approval of the Board, and any Negotiating Committee shall be guided by, bound by and required to carry out the provisions of any such directive, unless permission to vary the same shall be granted by the Board. In the event that any member, person or committee or otherwise fails to carry out the provisions of any such directive, any such member, committee or otherwise responsible shall be subject to disciplinary measures by way of suspension or otherwise, as the Board may from time to time decide.

10.05 **Approval and Execution of Collective Agreements:**

- (1) No Collective Agreement shall be executed by any member unless and until approved by the Board, and must be countersigned by at least one (1) member of the Board authorized to do so.
- (2)
  - (i) Normally no Collective Agreement shall be executed by or on behalf of the Company unless and until it has been approved by a majority of the members of the Trade Classification present at a meeting of the Trade Classification called for the purpose of considering the Collective Agreement.
  - (ii) In order to vote the member contractor shall be a individual member who has assigned its Bargaining Authorization to the company by its individual Application for Membership and Bargaining Authorization.
  - (iii) The Approval of a Collective Agreement by the Trade Classification may be waived by the Board of Directors by way of a Special Directors Resolution, if in the opinion of the Board of Directors the Trade Classification has not acted in the best interests of the Company.
- (3) Any Collective Agreement executed in conformity with Article 10.04(B) shall thereupon be binding upon all the members who have assigned their Bargaining rights to the company by way of an Application for Membership and Bargaining Authorization included in such Agreement.

- 10.05 (4) In the event that the Board shall order a vote to be taken of the members of the Company or a local area within the Province by ballot, either mailed to the members or taken at a meeting of the members, each member shall be entitled to one (1) vote within the area for which the vote is being taken.
- (5) At any Meeting to which a proposed Collective Agreement is referred, the same may be voted upon by a show of hands, unless a secret ballot is required by not less than five (5) members, or the representatives thereof, in good standing.
- (6) For the purposes thereof, the Secretary shall, upon request of a group of members of the Company, and prior to a meeting called to consider a Collective Agreement, provide for that group of members, a list of eligible voters in good standing.

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#### **ARTICLE 11 - VALIDITY OF ACTS AND PROCEDURES**

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- (1) All acts bona fide done by any meeting of the Executive, The Board or a Committee of Directors, or by any person acting as an Officer or Director or representative, shall, notwithstanding if it be afterwards discovered that there was some defect in the appointment of any such Officer or Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed, and was qualified to be an Officer, Director or Representative.
- (2) In the event of any question arising as to matters of Procedure and Rules of Order, the current edition of Roberts Rules of Order Revised shall prevail in all cases to which they are applicable and in which they are not inconsistent with these Articles.

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#### **ARTICLE 12 - AUDIT**

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The books and accounts of the Company shall be audited at least once a year by a chartered accountant or firm of chartered accountants who shall be appointed by the members at the Annual Meeting each year.

In the event of the resignation of the auditor or of his inability to act as auditor, the vacancy shall be filled by the Board of Directors.

The auditor shall report to the members at the Annual Meeting.



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### **ARTICLE 13 - COMPANY SEAL**

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The Company Seal may be affixed to such Company documents as may be determined from time to time by the Board. The Seal of the Company shall be kept in the custody of the President.

The Company Seal shall not be affixed to any instrument, except by authority of a resolution of the Board of Directors of the Company and in the presence of such Officers of the Company as may be prescribed in and by such resolution, or if no Officers are prescribed by the resolution, then in the presence of the President and one (1) Director and such Officers shall sign every instrument to which the Company Seal is so affixed in their presence.

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### **ARTICLE 14 - NOTICE OF MEETING**

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Where possible, Notice of Board Meetings shall be given to the Member of the Board as far ahead of the Meeting as is possible, and either by writing, telephone or otherwise as may be necessary, but the failure to give such notice shall not affect in any way the validity of any Board Meeting.

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### **ARTICLE 15 - LAW**

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Nothing in these Articles shall be deemed or interpreted to require any person or member to do anything which is contrary to law.

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### **ARTICLE 16 - AMENDMENT OF MEMORANDUM AND ARTICLES**

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The Memorandum and Articles of the Company shall not be altered or added to except by a special resolution as defined by Section 75 of the Companies Act.

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### **ARTICLE 17 - BOOKS AND RECORDS**

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All books and records shall be kept at the head office of the Company and shall be available for inspection upon reasonable notice by any member at such times and on such days as shall be prescribed by the Directors.

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## **ARTICLE 18 - WINDING UP**

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In the event of the dissolution of the Company, its property and assets shall, after payment of all liabilities, be ratably distributed among members in proportion to the contributions made by them during the course of their membership in the Company.

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## **ARTICLE 19 - INDEMNITY**

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The Company shall indemnify each member of the Board and of the Executive, and each employee of the Company, for any liability which shall be incurred by them by reason of the Companies business and acts done in good faith pursuant to these Articles.

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## **ARTICLE 20 - ARBITRATIONS**

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20.01 The Company accepts that amongst its responsibilities, it has a responsibility to represent members at arbitrations approved by the Company's Arbitration Committee as authorized by the Board of Directors.

20.02 Arbitration Committee shall be made up of the following:

- 1) One Executive Committee member
- 2) Director of the Trade Group so affected or where such Director is involved in the arbitration an Executive Committee member
- 3) President of the Company

Mandate: To hear evidence from the member as to the alleged infraction or infractions of the Trade Collective Agreement. The Committee shall decide whether the Company will represent the member at an Arbitration.

The member has a right of appeal at the next regularly scheduled Board of Directors' meeting, provided that written notice of such appeal is given to the President of the Company, by registered mail, within ten (10) calendar days of the decision of the Arbitration Committee.

We, the several persons whose names, address and occupations are subscribed, are the subscribers to the Articles of Association:

<b>Name</b>	<b>Address</b>	<b>Occupation</b>
<u>Sydney Eugene Acker</u>	8 Beechwood Terr. <u>Halifax, Nova Scotia</u>	<u>General Manager</u>
<u>Chesley Medford Croft</u>	1725 Bloomingdale Terr <u>Halifax, Nova Scotia</u>	<u>President</u>
<u>Adam Steven Folk</u>	5 Broadholme Lane <u>Halifax, Nova Scotia</u>	<u>Manager</u>
<u>Wilfred Lester Giffin</u>	11 Sherbrook Drive <u>Halifax, Nova Scotia</u>	<u>Engineer</u>
<u>Frederick George Leverman</u>	1 Louise Avenue <u>Dartmouth, Nova Scotia</u>	<u>President</u>

Witness to the above signatures:

Matthew John McPherson of Herring Cove Province of Nova Scotia.

Dated at Halifax, in the Province of Nova Scotia, this twenty-eighth day of March, 1972.